

THE SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT

This Second Amendment to Cell Tower Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Port St. Lucie**, a Florida municipal corporation ("**Landlord**") and **GrainComm I, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Cell Tower Site Lease Agreement dated August 24, 2012 (the "**Original Lease**") as amended by that certain Agreement Regarding Lease dated January 21, 2014 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 2, 2025; (b) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (c) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** The Lease was originally scheduled to expire on August 23, 2037. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"), with a new scheduled expiration date of August 23, 2072. Notwithstanding anything to the contrary contained in the Lease, all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below). Landlord retains the right to be able to terminate the Lease, as amended herein, by providing Tenant with 120 days advance written notice. Upon termination, Landlord shall retain all prepaid rent. The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the current rent payable under the Lease to the Landlord is equal to **Two Thousand Four Hundred One and 56/100 Dollars (\$2,401.56)** per month (the "**Rent**"). Commencing on August 24, 2025 and on each successive annual anniversary thereof, Rent due under the Lease shall continue to increase by an amount equal to **Four Percent (4%)** of the then

current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the **City of Port St. Lucie**.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The vehicular and pedestrian access shall include the responsibility of Tenant to ensure that the Leased Premises and accessed public right of way remain maintained, clean, and free of any visible litter, garbage, or trash. If Tenant or Tenant's sublessees or customers leave any litter, garbage, or trash on the Leased Premises or accessed public right of way, Landlord may require Tenant, via written notice, to remove any litter, trash, or garbage, at the sole cost of the Tenant or Landlord, upon advanced written notification to Tenant, may clean the Leased Premises or accessed public right of way, at the sole cost of the Tenant.
5. **Notices.** The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment.

All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

Landlord at:
City of Port St. Lucie
City Manager
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

With copy to:
City Attorney Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Tenant at:
Attn.: Land Management
10 Presidential Way
Woburn, MA 01801,

With copy to:
Attn.:
Legal Dept.
116 Huntington Avenue
Boston, MA 02116.

Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. **Insurance.** Section 16 of the Original Lease is hereby amended by deleting said Section in its entirety and substituting the following in lieu thereof:

Tenant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the term of the Lease, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease.

The parties agree and recognize that it is not the intent of Landlord that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than Landlord and Landlord shall not be obligated to provide any insurance coverage other than for Landlord or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to include Landlord as an additional insured under any other insurance policy or otherwise protect the interests of Landlord as specified in this Lease.

Workers' Compensation Insurance & Employer's Liability: Tenant shall maintain Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: Tenant shall maintain Commercial General Liability insurance, issued under an Occurrence form basis, , with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person
Umbrella and Excess liability Coverage	\$5,000,000 per occurrence

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A waiver of subrogation is to be provided in favor of Landlord.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Lease has been endorsed to include Landlord, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Site Lease Agreement, Site ID 205627"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to Landlord prior to any adverse changes, cancellation, or non-renewal of coverage (except for nonpayment of premium) thereunder.

Commercial Business Property: Tenant is responsible for insuring any personal property, structures, or buildings stored, owned, operated, or maintained, on the Leased Premises, as Tenant deems appropriate, at levels of coverage Tenant deems appropriate. Landlord shall not be responsible for any personal property, structures, or buildings stored, owned, operated, nor maintained by Tenant on the Leased Premises.

Waiver of Subrogation: By entering into this Amendment, Tenant agrees to a Waiver of Subrogation for each required policy.

Deductibles: All deductible amounts shall be paid for and be the responsibility of Tenant for any and all claims under this Lease.

It shall be the responsibility of Tenant to ensure that all independent contractors working at the Leased Premises comply with the same insurance requirements referenced herein.

Tenant may satisfy the minimum limits required above under Umbrella or Excess Liability policies.

. All insurance carriers must have an AM Best rating of at least A-:VII or better.

Tenant shall deliver to Landlord a certificate of insurance evidencing the insurance requirements set forth herein within thirty (30) days of Tenant's receipt of a written request from Landlord.

7. **Public Records.** Lessor is a public agency subject to Chapter 119, Florida Statutes. In the event that section 119.0701, Florida Statutes, is ever applicable to the landlord tenant relationship created pursuant to the Lease, then from and after said date the following shall be deemed to be a part of the Lease:

Tenant and any subcontractor shall comply with section 119.0701, Florida Statutes to the extent applicable to Tenant and any subcontractor. Tenant and any subcontractor are to allow public access to all documents, papers, letters, or other material made or received by Tenant in conjunction with the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Tenant shall comply with Florida's Public Records Law, and as may be amended from time to time, to the extent applicable to Tenant. TENANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Tenant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by Lessor in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the Agreement, the Tenant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the Lease. The form of all records and reports shall be subject to the approval of Lessor.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with Lessor. Tenant's records under this Agreement include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
4. The Tenant agrees to make available to Lessor, during normal business hours all books of account, reports, and records relating to this Agreement.
5. A Tenant who fails to provide the public records to Lessor within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes, and as may be amended from time to time.

Upon request from Lessor's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Agreement if the Tenant does not transfer the records to Lessor.

Upon completion of the Agreement, transfer, at no cost to Lessor, all public records in possession of the Tenant, or keep and maintain public records required by Lessor to perform the service. If the Tenant transfers all public records to Lessor upon completion of the Agreement, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Agreement, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Lessor, upon request from Lessor's custodian of public records in a format that is compatible with the information technology systems of Lessor.

THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5157
pr@cityofpsl.com**

8. **Sovereign Immunity.** Nothing contained in the Agreement, as amended hereby, shall be deemed or otherwise interpreted as waiving Lessor's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD

City of Port St. Lucie,
a Florida municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

GrainComm I, LLC,

a Delaware limited liability company

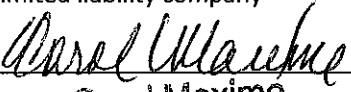
Signature: 
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 8/21/2025

EXHIBIT A

PARENT PARCEL

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT TRACT

(PER OFFICIAL RECORD BOOK 1066, PAGE 1038 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA)

ALL OF TRACT B, PORT ST. LUCIE, SECTION EIGHT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 38, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Being situated in the County of St. Lucie, State of Florida, and being known as
St. Lucie County APN: 3420-535-0002-000-6.

EXHIBIT A (Continued)

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

DYNAMIC TOWERS, INC. LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;

THENCE N00°00'00"E A DISTANCE OF 32.25 FEET TO THE POINT OF BEGINNING;

THENCE N30°00'00"W A DISTANCE OF 30.00 FEET;

THENCE N60°00'00"E A DISTANCE OF 100.00 FEET;

THENCE S30°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S60°00'00"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;

THENCE N00°00'00"E A DISTANCE OF 32.25 FEET;

THENCE N30°00'00"W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE S60°00'00"W A DISTANCE OF 47.34 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE HAVING A BEARING OF S83°15'29"W, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID S.W. COCOA STREET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 10°57'24" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 21.04 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N60°00'00"E A DISTANCE OF 40.92 FEET;

THENCE S30°00'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 875.55 SQUARE FEET, MORE OR LESS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Tyler Choiniere, Esq.
ATC Site No: 205627
ATC Site Name: Apache Park
Assessor's Parcel No(s): 3420-535-0002-000-6

Prior Recorded Lease Reference:

Book 3449 Page 2860
State of Florida
County of St. Lucie

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Port St. Lucie**, a Florida municipal corporation, ("**Landlord**") and **GrainComm I, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Cell Tower Site Lease Agreement dated August 24, 2012 (the "**Original Lease**") as amended by that certain Agreement Regarding Lease dated January 21, 2014 (the "**First Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 23, 2072. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

4. **Notices.**

All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

Landlord at:

City of Port St. Lucie
City Manager
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

With copy to:

City Attorney Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Tenant at:

Attn.: Land Management
10 Presidential Way
Woburn, MA 01801,

With copy to:

Attn.:
Legal Dept.
116 Huntington Avenue
Boston, MA 02116.

Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Port St. Lucie,
a Florida municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Address: _____

Signature: _____
Print Name: _____
Address: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

GrainComm I, LLC,

a Delaware limited liability company

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: Senior Counsel, US Tower

Date: 8/21/2025

WITNESS

Signature: _____

Print Name: _____

Address: _____

Signature: _____

Print Name: _____

Address: _____

WITNESS AND ACKNOWLEDGEMENT

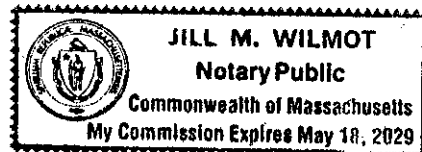
Commonwealth of Massachusetts

County of Middlesex

On this 21st day of August, 2025, before me, the undersigned Notary Public, by means of (X) physical presence or () online notarization, Carol Maxime, Sr. Counsel, US Tower, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jill M. Wilmot
Notary Public
Print Name: Jill M. Wilmot
My commission expires: 5-18-2029



[SEAL]

EXHIBIT A

PARENT PARCEL

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT TRACT

(PER OFFICIAL RECORD BOOK 1066, PAGE 1038 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA)

ALL OF TRACT B, PORT ST. LUCIE, SECTION EIGHT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 38, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Being situated in the County of St. Lucie, State of Florida, and being known as
St. Lucie County APN: 3420-535-0002-000-6.

EXHIBIT A (Continued)

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

DYNAMIC TOWERS, INC. LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;
THENCE N00°00'00"E A DISTANCE OF 32.25 FEET TO THE POINT OF BEGINNING;
THENCE N30°00'00"W A DISTANCE OF 30.00 FEET;
THENCE N60°00'00"E A DISTANCE OF 100.00 FEET;
THENCE S30°00'00"E A DISTANCE OF 30.00 FEET;
THENCE S60°00'00"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF TRACT "B", PORT ST. LUCIE SECTION EIGHT, AS RECORDED IN PLAT BOOK 12, PAGE 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIGHT-OF-WAY OF S.W. APACHE AVENUE (60 FOOT PUBLIC RIGHT-OF-WAY) AND CENTERLINE OF RIGHT-OF-WAY OF S.W. ADVANA STREET (60 FOOT PUBLIC RIGHT-OF-WAY), AS SHOWN ON SAID PORT ST. LUCIE SECTION EIGHT;

THENCE ON A PLAT BEARING OF N90°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. APACHE AVENUE, A DISTANCE OF 824.00 FEET TO A POINT ON THE CENTERLINE OF RIGHT-OF-WAY OF S.W. COCOA STREET (60 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N00°00'00"W ALONG THE CENTERLINE OF RIGHT-OF-WAY OF SAID S.W. COCOA STREET, A DISTANCE OF 540.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE N90°00'00"E A DISTANCE OF 72.73 FEET;

THENCE N00°00'00"E A DISTANCE OF 32.25 FEET;

THENCE N30°00'00"W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE S60°00'00"W A DISTANCE OF 47.34 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE HAVING A BEARING OF S83°15'29"W, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID S.W. COCOA STREET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 10°57'24" AND A RADIUS OF 110.00 FEET FOR AN ARC DISTANCE OF 21.04 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N60°00'00"E A DISTANCE OF 40.92 FEET;

THENCE S30°00'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 875.55 SQUARE FEET, MORE OR LESS.