

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

**Upon Recording Return to:**

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

**Site Name: Nitch**  
**Site Number: US-NV-5018**  
**Commitment #: VTB-146949-C**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("Memorandum") evidences an Option and Lease Agreement (the "Agreement") between **Eagle Valley Land Holdings, LLC**, a Nevada limited liability company ("Landlord"), whose address is HC74 Box 262-2, Pioche, NV 89043, and **The Towers, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Tenant"), dated June 23<sup>rd</sup>, 2023 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

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

[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 OPTION TO LEASE effective as of the date last signed by a party hereto.

**WITNESSES:**

**LANDLORD:**

**Eagle Valley Land Holdings, LLC**  
Nevada limited liability company

Name: \_\_\_\_\_

By: Shelli Lange

Name: Shelli Lange

Title: Managing Member

Date: 6/13/2023

Name: \_\_\_\_\_

STATE OF Nevada

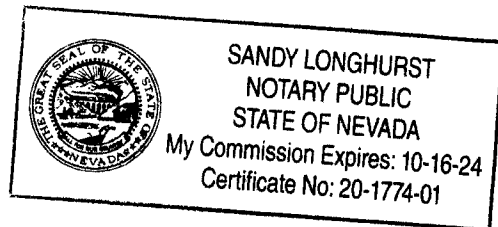
COUNTY OF Clark

This instrument was acknowledged before me on June 13, 2023 by Shelli Lange (name of signatory) as Managing Member (title of signatory) of Eagle Valley Land Holdings, LLC.

Sandy Longhurst  
Notary Public

Print Name: Sandy Longhurst

My Commission Expires: 10-16-2024



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

TENANT:

The Towers, LLC  
a Delaware limited liability company

Alex Greenberg  
Name: Alex Greenberg  
Christopher Antoun  
Name: Christopher Antoun

By: Ariel Rubin  
Name: Ariel Rubin  
Title: Vice President of Tower Development  
Date: 06-23-2023

Leasing ops  
19

STATE OF FLORIDA

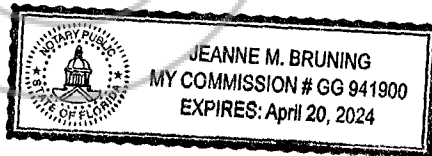
COUNTY OF PALM BEACH

This instrument was acknowledged before me on June 23<sup>rd</sup>, 2023, by Ariel Rubin (name of signatory) as VP Tower Dev (title of signatory) of The Towers, LLC.

Jeanne M Bruning  
Notary Public

Print Name: Jeanne M Bruning

My Commission Expires: 4/20/24



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

The Property

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LINCOLN, STATE OF NV, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED WITHIN THE SW1/4 NE1/4 OF SEC. 35, T. 2N., R. 69 E., M.D.M., COUNTY OF LINCOLN, STATE OF NEVADA AS SHOWN ON RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT, PLAT BOOK B, PAGE 410, DATED NOV. 27, 2001, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID SW1/4 NE1/4, SAID POINT BEING THE CN1/16 OF SAID SEC. 35 AND THE POINT OF BEGINNING;  
THENCE N 89°07'53" E ALONG THE NORTHERLY BOUNDARY OF SAID SW1/4 NE1/4 A DISTANCE OF 1316.47 FEET TO THE NE CORNER OF SAID SW1/4 NE1/4, SAID POINT BEING THE NE1/16 OF SAID SEC. 35;  
THENCE S. 01°56' 43" E ALONG THE EASTERLY BOUNDARY OF SAID SW 1/4 NE 1/4 A DISTANCE OF 742.07 FEET TO A POINT;  
THENCE N. 78°15'59" W. A DISTANCE OF 333.17 FEET TO AN ANGLE POINT;  
THENCE S. 24°22'22" W. ALONG A FENCE LINE A DISTANCE OF 125.17 FEET TO AN ANGLE POINT IN SAID FENCE LINE;  
THENCE N 65°10'41" W. A DISTANCE OF 52.98 FEET TO AN ANGLE POINT IN SAID FENCE LINE;  
THENCE N. 89°51'35" W. A DISTANCE OF 358.76 FEET TO A POINT;  
THENCE N. 02°34'06" E. A DISTANCE OF 40.05 FEET TO A POINT;  
THENCE N. 86°39'49" W. A DISTANCE OF 534.00 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID SW 1/4 NE 1/4;  
THENCE N. 02°10'05" W. ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 674.20 FEET TO THE SAID CN1/16 AND POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND SITUATED WITH THE SW 1/4 NE 1/4 OF SEC. 35, T. 2 N., R. 69 E., M.D.M., COUNTY OF LINCOLN, STATE OF NEVADA AS SHOWN ON RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT PLAT BOOK B, PAGE 410, DATED NOV 27, 2001, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID SW 1/4 NE 1/4, SAID POINT BEING THE CN 1/16 OF SAID SEC. 35 AND THE POINT OF BEGINNING;  
THENCE S. 02°10'05" E. ALONG THE WESTERLY BOUNDARY OF SAID SW 1/4 NE 1/4 A DISTANCE OF 674.20 FEET;  
THENCE S. 86°39'49" E., A DISTANCE OF 534.00 FEET TO A FENCE CORNER;  
THENCE S. 02°34'06" W. ALONG A FENCE LINE A DISTANCE OF 40.05 FEET;  
THENCE S. 89°51'35" E. LEAVING SAID FENCE LINE A DISTANCE OF 74.22 FEET TO A FENCE CORNER;  
THENCE N. 60°58'27" W. ALONG A FENCE LINE A DISTANCE OF 82.83 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 00623111

THIS BEING THE SAME PROPERTY CONVEYED TO EAGLE VALLEY LAND HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY FROM JOHN CROSTHWAIT A/K/A JOHN V. CROSTHWAIT AND PATRICIA CROSTHWAIT A/K/A PATRICIA J. CROSTHWAIT, HUSBAND AND WIFE IN A DEED DATED JULY 21, 2010 AND RECORDED AUGUST 11, 2010 AS INSTRUMENT NO. 0136275  
TITLE TO THE ABOVE REFERENCED PROPERTY CONVEYED TO EAGLE VALLEY LAND HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY FROM JOHN CROSTHWAIT A/K/A JOHN V. CROSTHWAIT AND PATRICIA

CROSTHWAIT A/K/A PATRICIA J. CROSTHWAIT, HUSBAND AND WIFE AND RECORDED ON AUGUST 11, 2010 IN BOOK 257 0384, PAGE .

Parcel ID: 00623111  
Property Commonly Known as: 0 SR-322, NV 89043

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

