

Harmoni Site ID: FLPEN2004
Harmoni Site Name: LEGION FIELD
FA Number: 14489252

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the CITY OF PENSACOLA, having a mailing address of 222 West Main Street, Pensacola, FL 32502 ("**Landlord**"), and HARMONI TOWERS LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 1301 W. Gregory Street, in the City of Pensacola, County of Escambia, State of Florida (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately nine hundred (900) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility.

(b) During the Option Term, and during the Term, 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, radio frequency testing 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 deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off 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 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 Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of six (6) months commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional six (6) months (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord provided such transaction shall be subject to this Agreement and the rights and duties hereunder. Upon notification to Landlord of such sale, assignment, or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if Option is exercised, Landlord decides to subdivide, sell, or change the status of zoning of the Premises, Property, or in the event of a threatened foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1** or by separate construction agreement. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) The Communication Facility shall meet the following construction and appearance standards:

- (i) The Structure shall be a monopole constructed of steel or concrete. The exterior finish of the Structure shall be compatible with the color other finished lighting support poles currently around the ball fields on the Property.
- (ii) The Structure shall not exceed One Hundred Sixty Feet (160') in height and appurtenances shall not exceed Fifteen Feet (15') for a total overall height of One Hundred Seventy-Five Feet (175').
- (iii) Any equipment building shall be of an exterior design and finish that are compatible with the Property. The Department of Leisure Services of Landlord shall be consulted for reasonable preferences of the exterior color of any equipment building. Such preferences shall not be unreasonably withheld, delayed or conditioned.
- (iv) The Communications Facility and all associated facilities shall be constructed in accordance with all applicable building and safety codes, and the Tenant shall operate the

Communications Facility and all associated facilities in accordance with all such codes and regulations.

- (v) The Tenant and/or any sublessees may have generator equipment permanently installed on the Premises to provide power during electrical power outages. Such generators will include a silencer package to reduce noise during its use.
- (vi) Landlord and Tenant agree to execute a separate construction easement which provides access to/from public road to Premises and for access by the Tenant, its employees, tenants, licensees, invitees, agents or independent contractors.

3. **TERM.**

(a) The initial lease term will be twenty (20) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the twentieth (20th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for six (6) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. **RENT.**

(a) Commencing on the first day of the month following the Term Commencement Date, Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Term Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Term Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two and one-half percent (2.5%) over the Rent paid during the previous year, effective the first day of the month in which the anniversary of the Term Commencement Date occurs. For avoidance of doubt, this Subsection (b) shall NOT be applicable to any Additional Rent as described below in Subsection (c).

(c) Furthermore, Tenant shall pay Landlord, as Additional Rent, thirty percent (30%) of any collocation revenue actually received by Tenant from any sublease, license or rental space or capacity on the Communications Facility (each a "**Collocation**"). Notwithstanding the foregoing, both Tenant and Landlord acknowledge that AT&T is the anchor tenant for this Communications Facility and any revenue received from AT&T or its successor and assigns shall not be considered a Collocation and Landlord will not be entitled to any Additional Rent from such revenues.

(d) Each year prior to March 1, Tenant shall deliver to Landlord an itemized statement showing the amount of revenue Tenant collected from Collocations during the preceding calendar year. Tenant shall include, with the itemized statement, a check payable to Landlord for any amounts due in accordance with Section 4(c) above for the preceding calendar year.

(e) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE.

(a) Tenant shall procure and maintain insurance of the types and to the limits specified at all times during the terms of the Lease. The term Landlord in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Landlord and Tenant agree that the minimum limits may be increased to industry standards upon any anniversary date of this Lease. Insurance shall be issued by an insurer having an "A" rating or better, whose business reputation, financial stability and claims payment reputation is reasonably satisfactory to Landlord. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

(i) Workers' Compensation. All of Tenants contractors entering the Property shall be required to carry workers compensation coverage with limits of at least \$100,000 each person-accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

(ii) Commercial General, Automobile and Umbrella Liability Coverages. Tenant shall purchase coverage from a domestic carrier who has an A.M. Best "A" or better rating. Landlord shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined

single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverages required.

- (a) Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from collapse or underground (c,u) exposures. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific Lease, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.
 - (b) Automobile Liability Insurance coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and/or hired automobiles.
 - (c) Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.
- (iii) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation. The City of Pensacola shall be named on each the Commercial General Liability Certificate as an Additional Insured. If required by Landlord, Tenant shall furnish copies of the Tenant's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Premium information may be deleted. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by Landlord, an ACCORD 25. Tenant shall replace any canceled policies with new policies and shall file with Landlord Certificates of Insurance under the new policies prior to the effective date of such cancellation. If any policy is not timely replaced, in a manner acceptable to Landlord, then Tenant shall, upon instruction by Landlord, cease all operations under this Lease until such time as the either the applicable policy is replaced or Tenant is directed by Landlord, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(b) Loss Control and Safety. Tenant shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Property and the manner in which such activities shall be undertaken and to that end, the Tenant shall not be deemed to be an agent of Landlord. Reasonable precaution shall be exercised at all times by Tenant for the protection of all persons, including employees, and property. Landlord shall retain control over its affiliates, elected and appointed officials, employees, servants, representatives and agents, to the Property, and its activities on or about the Property and the manner in which such activities shall be undertaken and to that end, Landlord shall not be deemed to be an agent of Tenant. Reasonable precaution shall be exercised at all times by Landlord for the protection of all persons, including employees, and property.

(c) Self-Insurance. Landlord acknowledges that Tenant is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. Notwithstanding any provision of the Lease to the contrary, so long as Tenant has a net worth in excess of Fifty Million Dollars (\$50,000,000.00), Tenant shall not be required to obtain or maintain any insurance policies for the coverages it self-insures otherwise required of Tenant under this Lease. Tenant shall furnish evidence, a certification by duly authorized company officer(s), to Landlord that it is a qualified self-insurer under Florida law for any required coverages that it self-insures. Such evidence shall be provided annually, upon request, from the effective date of the Lease, including any subsequent extensions. Tenant agrees to name Landlord as an insured, excluding Workers' Compensation insurance policies, under its self-insurance fund as it relates to liability incurred in connection with, or arising out of, this Agreement. In the

event that Tenant should no longer be self-insured for any of the required coverages, Tenant shall be obligated to obtain and maintain the required insurance policies that are not self-insured.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Landlord's contiguous property ("**Surrounding Property**") that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Only as authorized pursuant to Section 768.28, Florida Statutes, as amended from time to time, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (arising directly from the negligence of Landlord, its employees, invitees agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors. Notwithstanding the foregoing, Landlord's obligations under this provision shall not be construed to waive Landlord's protections under Section 768.28, Florida Statutes, as amended from time to time, which limit the sum to be paid on claims or judgments; in no event shall Landlord be responsible for attorneys' fees or court costs of any party other than Landlord.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent, which shall not be unreasonably withheld, of the indemnifying party; and (iii) shall cooperate in good faith with the indemnifying party.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority or capacity, as

applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) The parties acknowledge the Property is within a municipal park; Tenant at its own expense may engage in due diligence activities to evaluate whether hazardous conditions, contamination, or substances exist at the Property. Landlord, and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b)

In the event Landlord or Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Landlord or Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Landlord or Tenant believes that the leasing or continued leasing of the Premises would expose Landlord or Tenant to undue risks of liability to a government agency or other third party, Landlord or Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord or Tenant.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have a twenty-four (24) hour per day, seven (7) day per week access easement accommodating pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1** or by separate agreement, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. Landlord and Tenant agree to execute a separate ingress/egress easement which provides access to/from public road to Premises for access pursuant to Section 12 by the Tenant, its employees, tenants, licenses, invitees, agents or independent contractors.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of

the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two feet (2') below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem reasonably within its control as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to sublease the Premises, in whole or in part, without Landlord's consent.

(b) Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (i) Tenant's Affiliate; (ii) to any entity with a net worth of at least Five

Million Dollars (\$5,000,000); or (iii) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement, provided, however, that said assignee, buyer or transferee assumes in writing all of Tenant's obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

(c) Tenant agrees to provide written notice to Landlord within ninety (90) days of any installation of appurtenances, antennas, dishes and/or other communications equipment on the Structure that would be considered a new Collocation in accordance with Section 4(c) above.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Harmoni Towers LLC
 Attn: Real Estate
 11101 Anderson Drive
 Suite 200
 Little Rock AR 72212
 501.621.0521
 READMIN@harmonitowers.com

CC: Harmoni Towers LLC

 Attn: Legal
 11101 Anderson Drive
 Suite 200
 Little Rock AR 72212
 501.621.0521
 LEGAL@harmonitowers.com

For Emergencies: NOC 1.501.710.4800

If to Landlord: City Administrator
 City of Pensacola
 222 W Main Street
 Pensacola, Florida 32502
 Telephone: 850-435-1604
 Email: BKahalley@cityofpensacola.com

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours of receipt. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving

expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of notice of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable (defined as a total loss), then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days, subject to catastrophic event or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

Landlord is a municipality. Any and all taxes and assessments that may be due and payable as a result of any activity of the Tenant, are solely the obligation of the Tenant so long as the property remains publicly owned. Any such change to the status from a publicly owned entity, the new non-public owner will be responsible for payment for any taxes not attributable to the Communication Facility and its activities.

22. SALE OF PROPERTY.

(a) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing.

(b) Landlord agrees that it will not allow the construction or installation of any other antenna supporting structure or antennas on the Property or Surrounding Property (other than those rights and Permitted Uses granted to Tenant herein) unless the capacity of Tenant's Communications Facility for collocating additional commercial communications and personal wireless antennas has been reached. This proscription shall not apply to antennas constructed and owned by federal, state and local government agencies for the exclusive use and purpose of public safety.

(c) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability. Landlord does not waive sovereign immunity except as otherwise expressly stated herein.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Florida.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Harmoni Towers LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** Intentionally Omitted.

(n) **WAIVER OF JURY TRIAL.** Intentionally Omitted.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

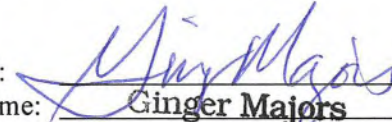
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"
CITY OF PENSACOLA

By: _____
Print: _____
Its: _____
Date: _____

"TENANT"
HARMONI TOWERS LLC

By:  _____
Name: Ginger Majors _____
Its: SVP, Real Estate _____
Date: 7-21-22 _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS }
 }
COUNTY OF PULASKI }

On the 21ST day of JULY, 2022, before me personally appeared GINGER MAJORS who acknowledged under oath that he/ she is the SVP-REALESTATE of HARMONI TOWERS LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

BY TENANT: *Ginger Majors*
(signature)

PRINT NAME: Ginger Majors

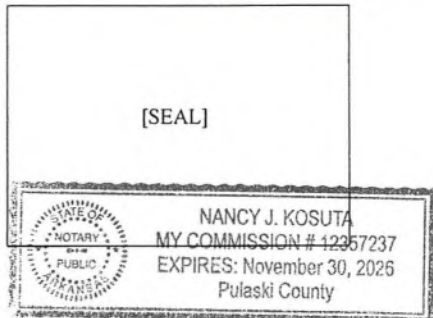
BY NOTARY PUBLIC: *Nancy J Kosuta*
(signature)

PRINT NAME: NANCY J. KOSUTA

BY WITNESS: *Connie Heltrich*
(signature)

PRINT NAME: Connie Heltrich

My Commission Expires: 11/30/2026



Attachment "A"

PUBLIC RECORDS: Harmoni Towers LLC, shall comply with Chapter 119, Florida Statutes. Specifically, Tenant shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 the completion of the Lease if Harmoni Towers LLC does not transfer the records to the City.

Failure by Tenant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Lease by the City.

IF HARMONI TOWERS LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, ONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of ____

to the Option and Lease Agreement dated _____, 20____, by and between CITY OF PENSACOLA as Landlord, and HARMONI TOWERS LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

LTS 1 TO 30 BLK 26 MAXENT TRACT AND VACATED H STREET BETWEEN CHASE & GREGORY ST ORD #131 IN 5-25-1911 CA 104

The Premises are described and/or depicted as follows:

A nine hundred (900) square foot portion of the Property together with access and utility easements and as further depicted below:

All that tract or parcel of land lying and being in the City of Pensacola, Escambia County, Florida, and being a portion of the lands of the City of Pensacola, said lands being Tax Parcel No. 000S009080001026, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch capped rebar found, inscribed "BUTLER LS 6112," at the Northwest property corner of the lands of Arleen M. Landers, as recorded in Official Record Book 6479, Page 1787, Escambia County records, said lands being Tax Parcel No. 000S009080026048, said rebar having a Florida Grid North, NAD 83, North Zone value of N: 523869.3050 E: 1106953.0979; thence running along a tie-line, North 16°31'51" East, 618.00 feet to a point, having a Florida Grid North, NAD 83, North Zone value of N: 524461.7656 E: 1107128.9384, and being the true POINT OF BEGINNING; Thence, North 04°13'55" East, 60.00 feet to a point; Thence, South 85°46'05" East, 15.00 feet to a point; Thence, South 04°13'55" West, 60.00 feet to a point; Thence, North 85°46'05" West, 15.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Florida Grid North, NAD 83, North Zone.

Said tract contains 0.0207 acres (900 square feet), more or less, as shown in a survey prepared for Metro Site by POINT TO POINT LAND SURVEYORS, INC. dated May 12, 2022.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

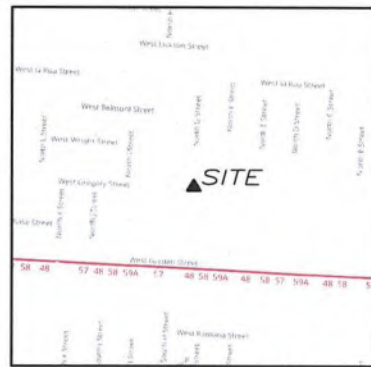


PARENT PARCEL

OWNER: CITY OF PENSACOLA (PER TAX ASSESSOR)
 SITE ADDRESS: 1301 W GREGORY ST, PENSACOLA, FL 32502
 PARCEL ID: 0005009080001026
 AREA: 3.0673 ACRES (PER TAX ASSESSOR)
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
 REFERENCE: NO RECORD FOUND

GPS NOTES

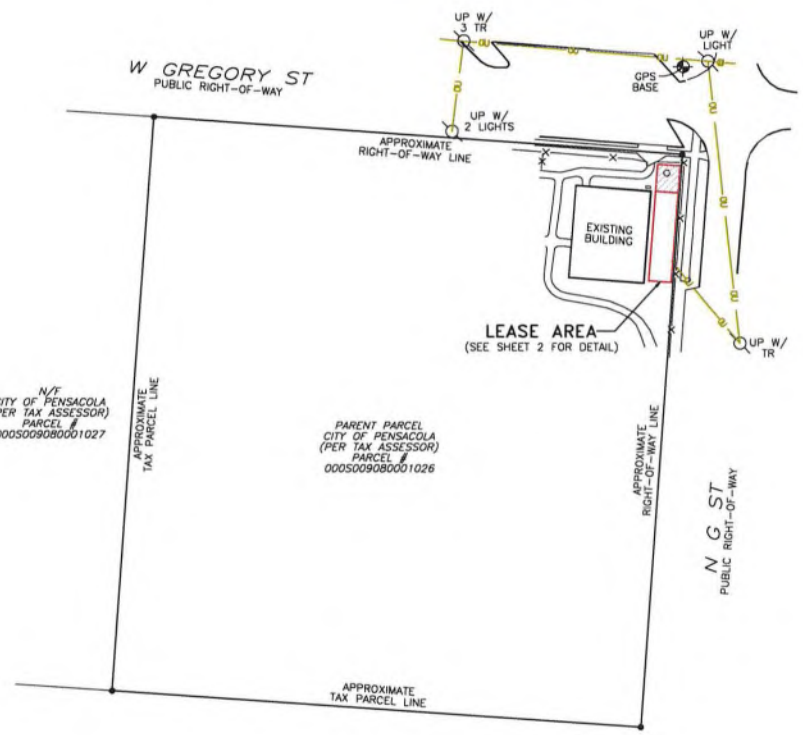
THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL.
 POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.18 FEET (VERT)
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
 DATES OF SURVEY: 04/22/2022
 DATUM / EPOCH: NAD 83(2011) EPOCH: 2010.0000
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOID MODEL: 18
 COMBINED GRID FACTOR(S): 0.99996065 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: -1.37330278"
 BENCHMARKS USED: DM2660, DL7331, D3826



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF METRO SITE AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.
 THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.
 EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 (DATE OF LAST FIELD VISIT: 04/22/2022)
 THE 1" ADJUSTED AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.
 BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA NORTH ZONE.
 PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD), COMMUNITY PANEL NO. : 12033C0390C DATED: 09/229/2006.
 NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.
 ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.
 ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
 ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.
 THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



N/T
CITY OF PENSACOLA
(PER TAX ASSESSOR)
PARCEL #
0005009080001027

PARENT PARCEL
CITY OF PENSACOLA
(PER TAX ASSESSOR)
PARCEL #
0005009080001026

NO RECORD FOUND



NO.	DATE	REVISION
1	5/17/22	LEASE EXPANSION

POINT TO POINT LAND SURVEYORS
 Business License Number: LB8148
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (direct) 678.565.4440 (fax) 678.565.4497
 (w) p2pls.com



SPECIFIC PURPOSE SURVEY
 PREPARED FOR:
METRO Site
 180 INDUSTRIAL PARK BLVD
 COMMERCE, GA 30529

N P ST
 SITE NO.
 FLPEN2004
 CITY OF PENSACOLA,
 ESCAMBIA COUNTY, FLORIDA

DRAWN BY: AJT
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: MAY 12, 2022
 P2P JOB #: 220739FL

SHEET:
1
 OF 2

LEGEND

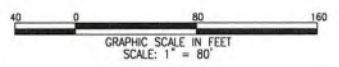
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IF	IRON PIN FOUND
CRB	CAPPED REBAR
N/T	NOW OR FORMERLY
UP	UTILITY POLE
OU	OVERHEAD UTILITY
TO	TRANSFORMER
LP	LIGHT POLE
FP	FLAG POLE
TP	TYPICAL
HM	HANDSILE
BO	BURIED FIBER-OPTIC MARKER
WV	WATER VALVE
MC	MOWER CURB
CLF	CHAIN LINK FENCE
CC	CONCRETE PAD
SSM	SANITARY SEWER MANHOLE
BF	BACK FLOW PREVENTER
TBM	TEMPORARY BENCHMARK

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. Darrell Taylor DATE: 05/12/2022
 G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #158904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



MEMBERS NOTIFIED

FOR UTILITIES WITHIN PUBLIC RIGHT-OF-WAY
 (PER TICKET # 104204420)
 NAME
 AT&T/DISTRIBUTION
 EMERALD COAST UTILITY AUTHORITY
 FLORIDA POWER & LIGHT - PENSACOLA SOUTH
 PENSACOLA ENERGY
 UNIFI FIBER LLC

SURVEYOR'S NOTES

ALL PRIVATE UTILITY INFORMATION WAS PROVIDED BY 811 (USIC) AND ARE APPROXIMATE BASED ON FIELD LOCATED PAINT MARKS.



**Know what's below.
 Call before you dig.**

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE CITY OF PENSACOLA, SAID LANDS BEING TAX PARCEL NO. 000509080001026, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH CAPPED REBAR FOUND, INSCRIBED BUTLER LS 6112, AT THE NORTHWEST PROPERTY CORNER OF THE LANDS OF ARLEEN M. LANDERS, AS RECORDED IN OFFICIAL RECORD BOOK 6479, PAGE 1787, ESCAMBIA COUNTY RECORDS, SAID LANDS BEING TAX PARCEL NO. 0005090800026048, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 523869.3050 E: 1106953.0979; THENCE RUNNING ALONG A TIE-LINE, NORTH 16°31'51" EAST, 618.00 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 524461.7656 E: 1107128.9384, AND BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 04°13'55" EAST, 60.00 FEET TO A POINT; THENCE, SOUTH 85°46'05" EAST, 15.00 FEET TO A POINT; THENCE, SOUTH 04°13'55" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 85°46'05" WEST, 15.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, NORTH ZONE.

SAID TRACT CONTAINS 0.0207 ACRES (900 SQUARE FEET), MORE OR LESS.

LEASE EXPANSION AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE CITY OF PENSACOLA, SAID LANDS BEING TAX PARCEL NO. 000509080001026, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH CAPPED REBAR FOUND, INSCRIBED BUTLER LS 6112, AT THE NORTHWEST PROPERTY CORNER OF THE LANDS OF ARLEEN M. LANDERS, AS RECORDED IN OFFICIAL RECORD BOOK 6479, PAGE 1787, ESCAMBIA COUNTY RECORDS, SAID LANDS BEING TAX PARCEL NO. 0005090800026048, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 523869.3050 E: 1106953.0979; THENCE RUNNING ALONG A TIE-LINE, NORTH 16°31'51" EAST, 618.00 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 524461.7656 E: 1107128.9384, THENCE RUNNING NORTH 04°13'55" EAST, 60.00 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 04°13'55" EAST, 18.00 FEET TO A POINT; THENCE, SOUTH 85°46'05" EAST, 15.00 FEET TO A POINT; THENCE, SOUTH 04°13'55" WEST, 18.00 FEET TO A POINT; THENCE, NORTH 85°46'05" WEST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, NORTH ZONE.

SAID TRACT CONTAINS 0.0062 ACRES (270 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTE

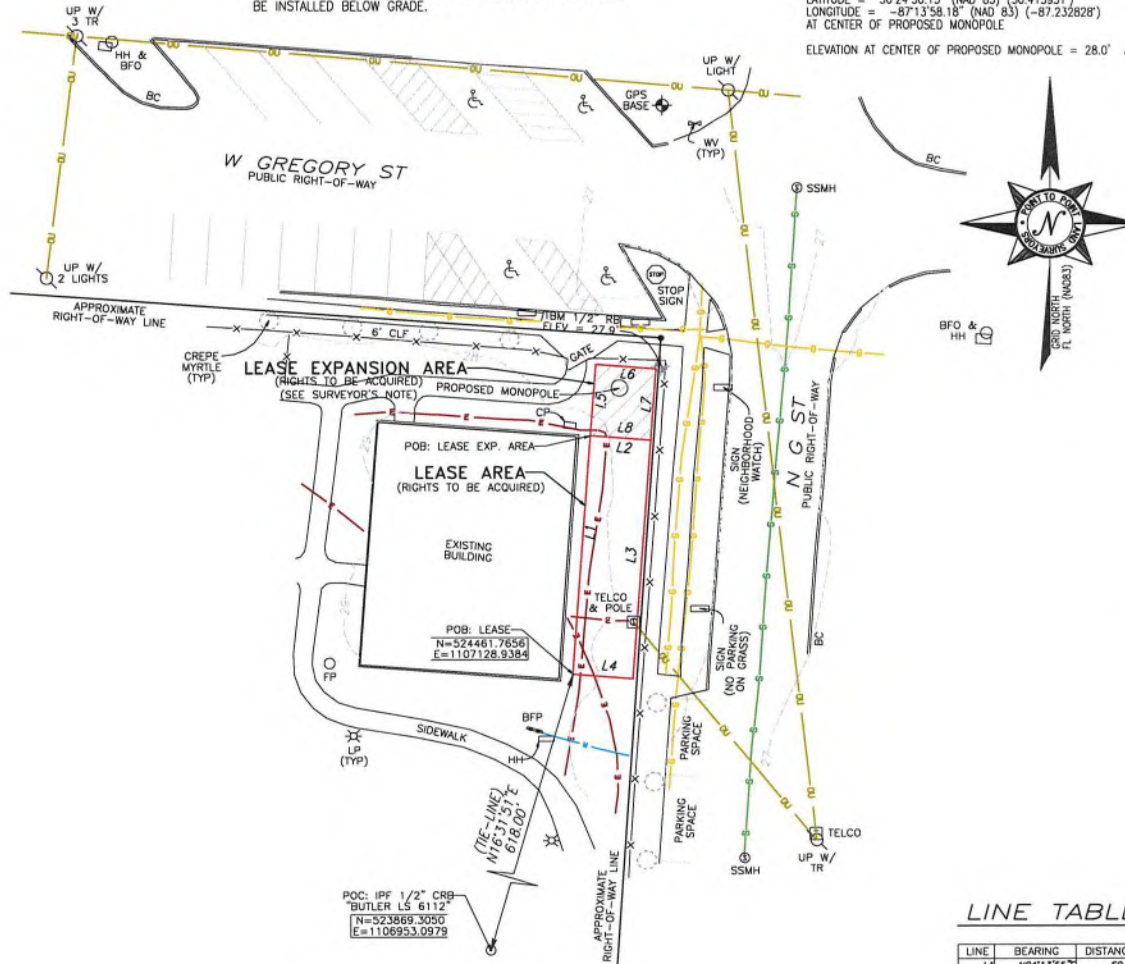
THE LEASE EXPANSION AREA SHOWN HEREON WILL ONLY CONTAIN THE ABOVE GRADE IMPROVEMENTS OF THE TOWER AND FOUNDATION. ALL OTHER UTILITIES AND APPURTENANCES MUST BE INSTALLED BELOW GRADE.

SITE INFORMATION

LEASE AREA = 900 SQUARE FEET (0.0207 ACRES)

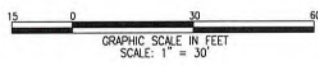
LATITUDE = 30°24'50.15" (NAD 83) (30.413931°)
LONGITUDE = -87°13'58.18" (NAD 83) (-87.232828°)
AT CENTER OF PROPOSED MONOPOLE

ELEVATION AT CENTER OF PROPOSED MONOPOLE = 28.0' A.M.S.L.



LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
NM	NAIL OR FORMERLY
UP	UTILITY POLE
OU	OVERHEAD UTILITY
TR	TRANSFORMER
IP	IRON POLE
TP	TYPICAL
HH	HANDHOLE
BFO	BURIED FIBER-OPTIC MARKER
WV	WATER VALVE
BC	BACK OF CURB
CLF	CHAIN LINK FENCE
CP	CONCRETE PAD
SSMH	SANITARY SEWER MANHOLE
BFP	BACK FLOW PREVENTER
TBM	TEMPORARY BENCHMARK

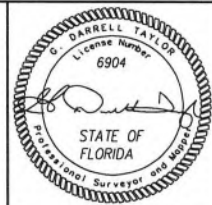
UTILITY LEGEND	
	OVERHEAD UTILITY LINE
	UNDERGROUND TELECOMMUNICATIONS LINE
	UNDERGROUND FIBEROPTIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND SEWER LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND WATER LINE
	UNKNOWN UNDERGROUND UTILITY LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N04°13'55" E	60.00'
L2	S85°46'05" E	15.00'
L3	S04°13'55" W	60.00'
L4	N85°46'05" W	15.00'
L5	N04°13'55" E	18.00'
L6	S85°46'05" E	15.00'
L7	S04°13'55" W	18.00'
L8	N85°46'05" W	15.00'

SURVEY NOT VALID WITHOUT SHEET 1 OF 2



NO.	DATE	REVISION
1	5/17/22	LEASE EXPANSION

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 Business License Number: LB8148
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (direct) 678.565.4440 (fax) 678.565.4497
 (w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:
METRO Site
 180 INDUSTRIAL PARK BLVD
 COMMERCIA, GA 30529

N P ST
 SITE NO.
FLPEN2004
 CITY OF PENSACOLA,
 ESCAMBIA COUNTY, FLORIDA
 DRAWN BY: AJT
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: MAY 12, 2022
 P2P JOB #: 220739FL

SHEET:
2
 OF 2

E:\Users\jkl\OneDrive\Documents\220739FL\220739FL.dwg P 21/02/2022 10:45 AM

EXHIBIT 10(b)
[FOLLOWS ON NEXT PAGE]

Prepared by and after recording return to:
Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, AR 72211
501.850.0820

HARMONI Site ID:
HARMONI Site Name:
County:
State:

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ having residing at _____ (hereinafter called "**Landlord**"), and Harmoni Towers LLC, a Delaware limited liability company, having its principal office at 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated _____, 20____, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the City of _____, County of _____, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded on _____ in the appropriate public office in and for _____ County, _____ as Instrument/Document No. _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

TENANT: Harmoni Towers LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

LANDLORD ACKNOWLEDGMENT

STATE OF FLORIDA }
 }
COUNTY OF ESCAMBIA }

BE IT REMEMBERED, that on this ____ day of _____, 2020 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, personally came before me and acknowledged that he or she:

- (a) is the _____ [title] of the CITY OF PENSACOLA, the Landlord named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the CITY OF PENSACOLA; and
- (c) executed this instrument as an act of the CITY OF PENSACOLA.

BY LANDLORD: _____
(signature)

PRINT NAME: _____

BY WITNESS: _____
(signature)

PRINT NAME: _____

BY NOTARY PUBLIC: _____
(signature)

PRINT NAME: _____

My Commission Expires: _____



TENANT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the _____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation () who is personally known OR () who produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and after recording return to:
Harmoni Towers LLC
Real Estate
11101 Anderson Drive, Suite 200
Little Rock, AR 72212
501.621.0521

HARMONI Site Name: N P STREET/ Legion Field
HARMONI Site ID: FLPEN2004
County: Escambia
State: Florida

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Pensacola, having a mailing address of 222 West Main Street, Pensacola, FL 32502 (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company, having a mailing address of 11101 Anderson Drive, Suite 200, Little Rock AR 72212 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be twenty (20) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with six (6) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease 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, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease 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 the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

City Of Pensacola

By: _____
Name: _____
Its: _____
Date: _____

"TENANT"

Harmoni Towers LLC

By: _____
Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

BY TENANT: _____
(signature)

PRINT NAME: _____

BY WITNESS: _____
(signature)

PRINT NAME: _____

BY NOTARY PUBLIC: _____
(signature)

PRINT NAME: _____

My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF FLORIDA }
 }
COUNTY OF ESCAMBIA }

BE IT REMEMBERED, that on this _____ day of _____, 2022 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, personally came before me and acknowledged that he or she:

- (a) is the _____ [title] of the CITY OF PENSACOLA, the Landlord named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the CITY OF PENSACOLA; and
- (c) executed this instrument as an act of the CITY OF PENSACOLA.

BY LANDLORD: _____
 (signature)

BY NOTARY PUBLIC: _____
 (signature)

PRINT NAME: _____

PRINT NAME: _____

BY WITNESS: _____
 (signature)

My Commission Expires: _____

PRINT NAME: _____



Attachment "A"

PUBLIC RECORDS: Harmoni Towers LLC, shall comply with Chapter 119, Florida Statutes. Specifically, Tenant shall:

- D. Keep and maintain public records required by the City to perform the service.
- E. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- F. 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 the completion of the Lease if Harmoni Towers LLC does not transfer the records to the City.

Failure by Tenant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Lease by the City.

IF HARMONI TOWERS LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of _____

to the Memorandum of Lease dated _____, 20____, by and between CITY OF PENSACOLA, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A nine hundred (900) square foot portion of the Property together with access and utility easements and as further depicted below:

All that tract or parcel of land lying and being in the City of Pensacola, Escambia County, Florida, and being a portion of the lands of the City of Pensacola, said lands being Tax Parcel No. 000S009080001026, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch capped rebar found, inscribed "BUTLER LS 6112," at the Northwest property corner of the lands of Arleen M. Landers, as recorded in Official Record Book 6479, Page 1787, Escambia County records, said lands being Tax Parcel No. 000S009080026048, said rebar having a Florida Grid North, NAD 83, North Zone value of N: 523869.3050 E: 1106953.0979; thence running along a tie-line, North 16°31'51" East, 618.00 feet to a point, having a Florida Grid North, NAD 83, North Zone value of N: 524461.7656 E: 1107128.9384, and being the true POINT OF BEGINNING; Thence, North 04°13'55" East, 60.00 feet to a point; Thence, South 85°46'05" East, 15.00 feet to a point; Thence, South 04°13'55" West, 60.00 feet to a point; Thence, North 85°46'05" West, 15.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Florida Grid North, NAD 83, North Zone.

Said tract contains 0.0207 acres (900 square feet), more or less, as shown in a survey prepared for Metro Site by POINT TO POINT LAND SURVEYORS, INC. dated May 12, 2022.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

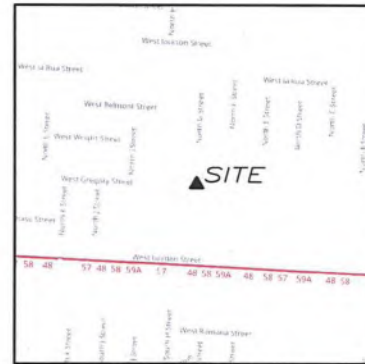


PARENT PARCEL

OWNER: CITY OF PENSACOLA (PER TAX ASSESSOR)
 SITE ADDRESS: 1301 W GREGORY ST, PENSACOLA, FL 32502
 PARCEL ID: 0005009080001026
 AREA: 3.0673 ACRES (PER TAX ASSESSOR)
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
 REFERENCE: NO RECORD FOUND

GPS NOTES

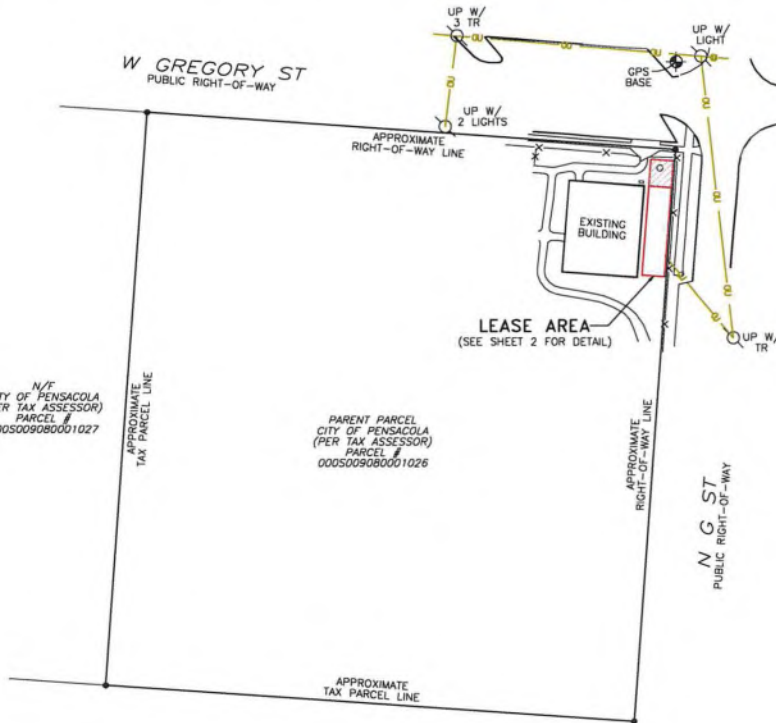
THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL.
 POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.18 FEET (VERT)
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
 DATES OF SURVEY: 04/22/2022
 DATUM / EPOCH: NAD 83(2011)EPOCH-2010.0000
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOID MODEL: 18
 COMBINED GRID FACTOR(S): 0.99996085 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: -1.37330278"
 BENCHMARKS USED: DM2860, DL7331, DL3826



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF METRO SITE AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.
 THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.
 EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 04/22/2022]
 THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.
 BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA NORTH ZONE.
 PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 12033003900 DATED: 09/229/2008.
 NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.
 ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.
 ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
 ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.
 THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.
 (SURVEY NOT VALID WITHOUT SHEET 2 OF 2)



N/A
 CITY OF PENSACOLA
 (PER TAX ASSESSOR)
 PARCEL #
 0005009080001027

PARENT PARCEL
 CITY OF PENSACOLA
 (PER TAX ASSESSOR)
 PARCEL #
 0005009080001026

NO RECORD FOUND

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RF	RISK PIN FOUND
CRS	CAPPED REBAR
N/A	NOT A FORMERLY
UP	UTILITY POLE
OU	OVERHEAD UTILITY
TR	TRANSFORMER
IP	ISOLATED POLE
FP	FLAG POLE
TP	TYPICAL
HW	HANDHOLE
IFO	BURIED FIBER-OPTIC MARKER
WV	WATER VALVE
BC	BACK OF CURB
CLF	CHAIN LINK FENCE
CP	CONCRETE PAD
SSM	SANITARY SEWER MANHOLE
BFP	BACK FLOW PREVENTER
TM	TEMPORARY BENCHMARK

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

[Signature] DATE: 05/12/2022
 G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



MEMBERS NOTIFIED

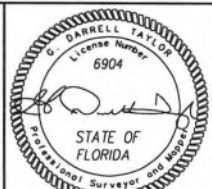
FOR UTILITIES WITHIN PUBLIC RIGHT-OF-WAY (PER TICKET # 104204420):
 NAME
 AT&T/DISTRIBUTION
 EMERALD COAST UTILITY AUTHORITY
 FLORIDA POWER & LIGHT - PENSACOLA SOUTH
 PENSACOLA ENERGY
 UNIFI FIBER LLC

SURVEYOR'S NOTES

ALL PRIVATE UTILITY INFORMATION WAS PROVIDED BY 811 (USIC) AND ARE APPROXIMATE BASED ON FIELD LOCATED PAINT MARKS.



**Know what's below.
 Call before you dig.**



NO.	DATE	REVISION
1	5/17/22	LEASE EXPANSION

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 Business License Number: LB8148
 100 Governors Trce., Ste. 103
 Peachtree City, GA 30289
 (direct) 678.565.4440 (fax) 678.565.4497
 (w) p2pls.com



SPECIFIC PURPOSE SURVEY
 PREPARED FOR:
METRO Site
 180 INDUSTRIAL PARK BLVD
 COMMERCE, CA 30529

N P ST
 SITE NO.
 FLPEN2004
 CITY OF PENSACOLA,
 ESCAMBIA COUNTY, FLORIDA

DRAWN BY: AJT
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: MAY 12, 2022
 P2P JOB #: 220739FL
 SHEET:
1
 OF 2

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE CITY OF PENSACOLA, SAID LANDS BEING TAX PARCEL NO. 000S09080001026, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/8-INCH CAPPED REBAR FOUND, INSCRIBED .BUTLER LS 6112., AT THE NORTHWEST PROPERTY CORNER OF THE LANDS OF ARLEEN M. LANDERS, AS RECORDED IN OFFICIAL RECORD BOOK 6479, PAGE 1787, ESCAMBIA COUNTY RECORDS, SAID LANDS BEING TAX PARCEL NO. 000S090800026048, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 523869.3050 E: 1106953.0979; THENCE RUNNING ALONG A TIE-LINE, NORTH 16°31'51" EAST, 618.00 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 524461.7656 E: 1107128.9384, AND BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 04°13'55" EAST, 60.00 FEET TO A POINT; THENCE, SOUTH 85°46'05" EAST, 15.00 FEET TO A POINT; THENCE, SOUTH 04°13'55" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 85°46'05" WEST, 15.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, NORTH ZONE.

SAID TRACT CONTAINS 0.0207 ACRES (900 SQUARE FEET), MORE OR LESS.

LEASE EXPANSION AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE CITY OF PENSACOLA, SAID LANDS BEING TAX PARCEL NO. 000S09080001026, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/8-INCH CAPPED REBAR FOUND, INSCRIBED "BUTLER LS 6112." AT THE NORTHWEST PROPERTY CORNER OF THE LANDS OF ARLEEN M. LANDERS, AS RECORDED IN OFFICIAL RECORD BOOK 6479, PAGE 1787, ESCAMBIA COUNTY RECORDS, SAID LANDS BEING TAX PARCEL NO. 000S090800026048, SAID REBAR HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 523869.3050 E: 1106953.0979; THENCE RUNNING ALONG A TIE-LINE, NORTH 16°31'51" EAST, 618.00 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, NORTH ZONE VALUE OF N: 524461.7656 E: 1107128.9384, THENCE RUNNING NORTH 04°13'55" EAST, 60.00 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 04°13'55" EAST, 18.00 FEET TO A POINT; THENCE, SOUTH 85°46'05" EAST, 15.00 FEET TO A POINT; THENCE, SOUTH 04°13'55" WEST, 18.00 FEET TO A POINT; THENCE, NORTH 85°46'05" WEST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, NORTH ZONE.

SAID TRACT CONTAINS 0.0062 ACRES (270 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTE

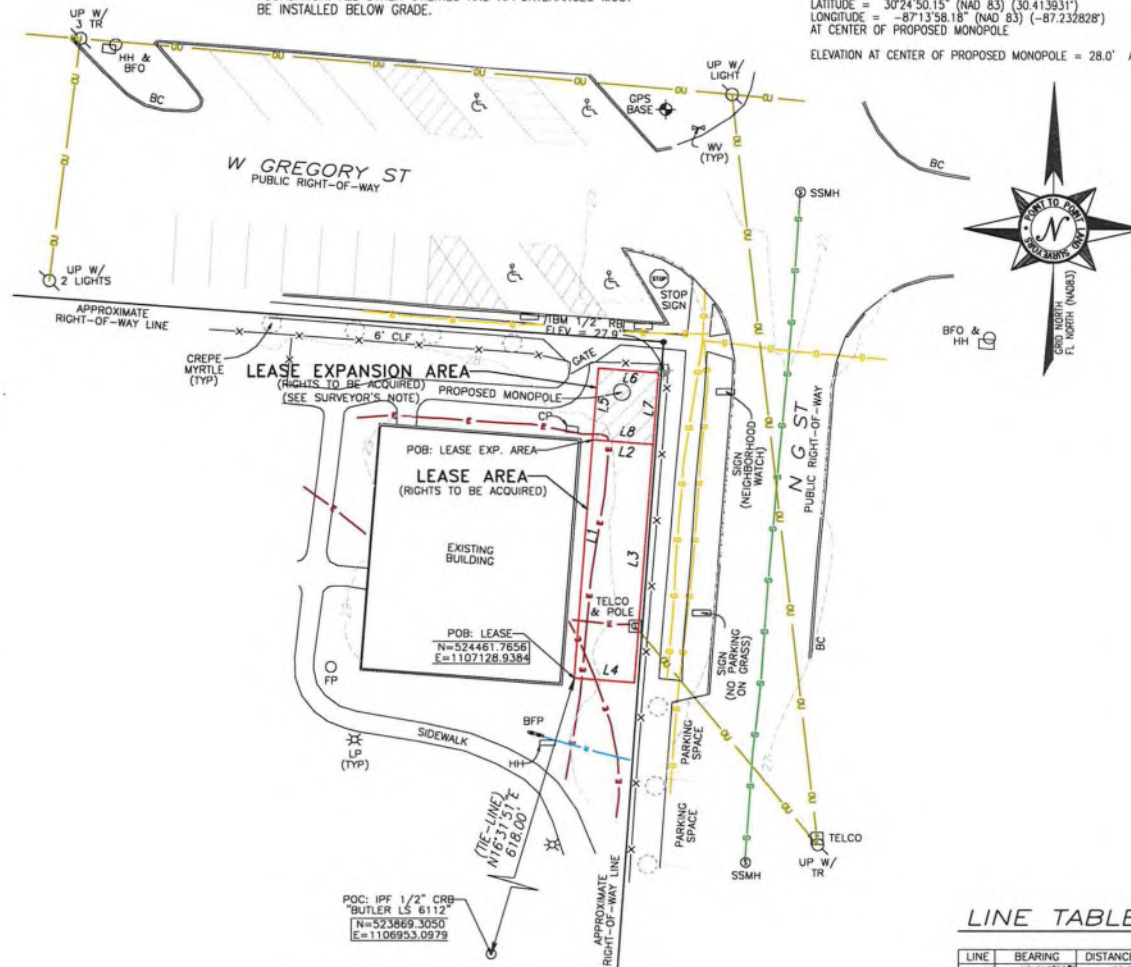
THE LEASE EXPANSION AREA SHOWN HEREON WILL ONLY CONTAIN THE ABOVE GRADE IMPROVEMENTS OF THE TOWER AND FOUNDATION. ALL OTHER UTILITIES AND APPURTENANCES MUST BE INSTALLED BELOW GRADE.

SITE INFORMATION

LEASE AREA = 900 SQUARE FEET (0.0207 ACRES)

LATITUDE = 30°24'50.15" (NAD 83) (30.4139311°)
LONGITUDE = -87°13'58.18" (NAD 83) (-87.2328282°)
AT CENTER OF PROPOSED MONOPOLE

ELEVATION AT CENTER OF PROPOSED MONOPOLE = 28.0' A.M.S.L.

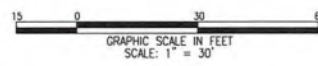


LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PPF IRON PIN FOUND
- CRB CAPPED REBAR
- N/T NEW OR FORMERLY
- UP UTILITY POLE
- OU OVERHEAD UTILITY
- TR TRANSFORMER
- LP LIGHT POLE
- FP FLAG POLE
- TP TYPICAL
- HH HANDSOME
- INFO BURIED FIBER-OPTIC MARKER
- WF WATER WALK
- BC BACK OF CURB
- CLF CURB LINE FENCE
- CP CONCRETE PAD
- SSMH SANITARY SEWER MANHOLE
- BFP BACK FLOW PREVENTER
- FBM TEMPORARY BENCHMARK

UTILITY LEGEND

- OVERHEAD UTILITY LINE
- UNDERGROUND TELECOMMUNICATING LINE
- UNDERGROUND FIBEROPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND SEWER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND WATER LINE
- UNKNOWN UNDERGROUND UTILITY LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N04°13'55" E	60.00'
L2	S85°46'05" E	15.00'
L3	S04°13'55" W	60.00'
L4	N85°46'05" W	15.00'
L5	N04°13'55" E	18.00'
L6	S85°46'05" E	15.00'
L7	S04°13'55" W	18.00'
L8	N85°46'05" W	15.00'

(SURVEY NOT VALID WITHOUT SHEET 1 OF 2)



NO.	DATE	REVISION
1	5/17/22	LEASE EXPANSION

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Tracce, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

METRO Site
180 INDUSTRIAL PARK BLVD
COMMERCE, CA 30529

N P ST
SITE NO.
FLPEN2004
CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: AJT
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: MAY 12, 2022
P2P JOB #: 220739FL

SHEET:
2

OF 2

E:\Desktop (Point to Point)\P2P - Current Jobs\220739FL-14-P-220739FL.dwg

W-9 FORM

[FOLLOWS ON NEXT PAGE]