

MASTER MARKETING AGREEMENT

This MASTER MARKETING AGREEMENT ("Agreement") is dated this 10TH day of MAY 2023 (the "Effective Date"), by and between **The Village of Wellington**, a political subdivision of the State of Florida, ("Village"), **Acme Improvement District**, a dependent special district created by the State of Florida ("Acme"), and **Arcadia Infrastructure I, LLC**, a Delaware limited liability company ("Arcadia"), (each a "Party" and collectively the "Parties").

WHEREAS, Village or Acme (collectively, "Wellington") own certain real estate, buildings, and other improvements on real property located in Palm Beach County, Florida, and more fully described on **Exhibit A** (each a "Property" or collectively "Properties"); and

WHEREAS, Wellington and Arcadia wish to enter into this Agreement by which Wellington shall provide Arcadia with the exclusive right to market Properties and enter into a lease(s) for all or a portion of such Properties for purpose of constructing a wireless communications facility and leasing space thereon and subleasing ground space to wireless service providers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market and Lease. Subject to the terms and conditions set forth below, and subject to the terms and conditions of any Option and Lease Agreement (as defined below), Arcadia may market each Property to telecommunications providers licensed by the Federal Communications Commission ("Wireless Carrier") for the attachment of such Wireless Carrier's equipment. The Parties may expand the list of Properties to be subject to this Agreement by mutual agreement of the Parties. As to each Approved Site (as hereinafter defined), Wellington and Arcadia shall enter into an option and lease agreement ("Option and Lease Agreement") whereby Wellington shall lease to Arcadia a mutually acceptable portion of the Property (a "Site") sufficient for the construction of a wireless communications facility and related equipment necessary for the installation, operation, and maintenance of wireless communications transmission and receiving antennas and related buildings, shelters, structures or other facility and equipment ("Communications Facility"), and on which Site and Communications Facility Arcadia shall sublease ground space and/or vertical space to Wireless Carriers (each sublease a "Carrier Lease"). Together with the Option and Lease Agreement, Wellington shall provide Arcadia with the necessary easements for access and utility ingress and egress to the Site, such access and utility easements to be reasonably acceptable to Wellington.

2. Term of Agreement.

a. The term of this Agreement (the "Agreement Term") shall commence on the Effective Date of this Agreement and expire on the later of (i) the last day of the Marketing Term (as defined herein), and (ii) the last day of the longest term of any Option and Lease Agreement under which Arcadia has

exercised an Option. In the event of a conflict between the terms of this Agreement and the terms of any Option and Lease Agreement, the terms of any Option and Lease Agreement shall control.

b. Notwithstanding anything in subpart a. of this Section 2, the term of this Agreement as it pertains to the marketing of each Property as set forth in Section 1 hereof and the assessment/approval process set forth in Section 5 hereof shall be five (5) years commencing on the Effective Date of this Agreement, and subject to any earlier termination as set forth herein (the "Initial Marketing Term"). This Agreement as it pertains to the marketing of each Property as set forth in Section 1 hereof and the assessment/approval process set forth in Section 5 hereof shall automatically renew for five (5) consecutive one (1) year extensions (each 1-year extension, a "Renewal Marketing Term") unless either party delivers written notice to the other party that it does not wish to renew the Marketing Term at least one hundred eighty (180) days prior to the last day of the Initial Marketing Term and at least sixty (60) days prior to the last day of any Renewal Marketing Term. As used herein, "Marketing Term" shall mean the Initial Marketing Term and, if applicable, each Renewal Marketing Term.

c. If, prior to the end of the Marketing Term, Arcadia and Wellington have executed an Option and Lease Agreement for a Site where Arcadia has not yet exercised the Option (as defined in the Option and Lease Agreement), Arcadia shall have up to an additional twelve (12) months from the expiration of the Marketing Term of this Agreement to exercise such Option under the Option and Lease Agreement. Arcadia shall keep Wellington apprised of the status of any such Option and Lease Agreement. Notwithstanding anything in this paragraph to the contrary, Arcadia's right under this paragraph to such additional twelve (12) months to exercise such Option shall not apply under circumstances where this Agreement is terminated pursuant to Section 13 hereunder due to an Event of Default by Arcadia.

d. Notwithstanding anything in this Agreement to the contrary, if Arcadia fails to submit to Wellington at least three (3) Requests for Approval in accordance with Section 5 of this Agreement on or prior to the last day of the second (2nd) year of the Initial Marketing Term, then Wellington shall have the right to terminate this Agreement by delivering written notice of termination to Arcadia at any time following the last day of the second (2nd) year of the Initial Marketing Term until the date that Arcadia has submitted at least three (3) Requests for Approval in accordance with Section 5 of this Agreement.

e. Wellington and Arcadia acknowledge and agree that the expiration or termination of the Marketing Term hereof shall in no way affect, reduce, or terminate the term of any Option and Lease Agreement then in existence or Arcadia's rights thereunder, nor any pending Option and Lease Agreement subject thereafter in accordance with Section 2.c. above.

f. For each Site developed by Arcadia, Wellington shall have the right to reserve one (1) elevation (+/- 5 feet) on each pole or similar structure and ground space at the Communications Facility as set forth in each Option and Lease Agreement. Wellington shall have the right to freely assign its rights

in and to such reserved space to any non-commercial or public safety wireless tenant upon prior written notice to Arcadia.

3. Term of Option and Lease Agreements; Termination

a. Except as otherwise stated in each applicable Option and Lease Agreement (i) the initial term of each Option and Lease Agreement shall be five (5) years, commencing upon the Commencement Date (as defined in the Option and Lease Agreement), and (ii) so long as Arcadia is not then in default under the subject Option and Lease Agreement beyond the expiration of any applicable notice and cure period, each Option and Lease Agreement shall automatically renew and extend for up to seven (7) additional five-year extension terms, unless Arcadia provides at least one hundred twenty (120) days advance written notice to Wellington of its intent not to renew prior to the end of the then current term of the Option and Lease Agreement, and (iii) following the seventh (7th) and last automatic five-year extension term, if applicable, upon mutual agreement of the Parties, each Option and Lease Agreement shall renew and extend for up to two (2) additional five-year extension terms. Notwithstanding anything in this Agreement to the contrary, each Option and Lease Agreement shall control over any contrary provision of this Agreement. Prior to executing an Option and Lease Agreement, Wellington may refuse to enter into an Option and Lease Agreement or condition the approval of any Option and Lease Agreement for any reason.

b. Each lease for a Site shall be in the form of Option and Lease Agreement attached hereto as **Exhibit B**, with such minor modifications as shall be reasonably required to reflect the particular conditions of the Site. Upon the execution of an Option and Lease Agreement, to the extent necessary for purposes of complying with Fla. Stat. Section 255.065, each such Option and Lease Agreement shall be incorporated into this Agreement by reference.

4. Carrier Leases. Arcadia shall be entitled to sublease ground space at the Site and/or vertical space on a Communications Facility, as more specifically set forth in Section 6 of the Option and Lease Agreement. Arcadia will obtain all required zoning and permit approvals prior to allowing any additional Wireless Carrier to install facilities on Communications Facility. Arcadia's ability to sublease pursuant to Section 6 of the Option and Lease Agreement shall not be deemed to imply approval of any and all required zoning and permit approvals required to construct a Communications Facility, which Arcadia and the Wireless Carrier as co-applicants shall prosecute with applicable authorities.

5. Site Assessments; Approved Sites; Development.

a. Arcadia may, at its sole cost and expense, prepare a site assessment ("Site Assessment") with regard to each Property. Should Arcadia wish to perform any on-site tests or studies with respect to any Property, Arcadia shall first contact Wellington to arrange a mutually acceptable time for such tests and studies to be conducted. Wellington may elect to have Wellington personnel accompany the persons performing such tests and studies. Following any such tests and studies, Arcadia shall immediately restore

the Property to its previous condition. Arcadia shall use commercially reasonable efforts to perform any such tests and studies in a manner so as to minimize any impact on any Wellington-related activities. Arcadia's right of access to conduct a Site Assessment is subject to Wellington's right to require reasonable alternate times and dates for the Site Assessment in order to make sure the on-site tests do not interfere with any Wellington activities. Wellington shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of Wellington, may materially and adversely alter any Site or materially and adversely interfere with any Wellington or Wellington-related activities. Arcadia shall furnish proof to Wellington in advance that Arcadia and its contractors have the insurance coverage required under Section 11 hereof prior to any Site Assessment being performed. Wellington hereby grants Arcadia and its consultants, contractors, and inspectors a non-exclusive license to access the Properties for the purposes set forth in this paragraph.

b. During the Term, Arcadia may submit to Wellington one or more "Request for Approval" with respect to the development of one or more Sites. Upon submission of Arcadia's Request for Approval, the following shall occur:

i. Wellington shall designate, for the selected Property a Village staffer (the Village "Project Manager") who shall serve as point of contact for that Property and for the purpose of scheduling a meeting to solicit the parties' input into and concerning development of the Site, and thereafter obtaining a preliminary lease approval ("Preliminary Lease Approval").

ii. The Project Manager shall have the authority to review those submissions to be made by Arcadia hereunder. Wellington and/or Project Manager shall have the following materials rights:

(1) to access an Approved Lease Site to inspect the Approved Lease Site and Arcadia's construction activities and ongoing operations thereon, as applicable, to ensure that Arcadia's activities at the Approved Lease Site are, and that Arcadia is maintaining the Communications Facility, in accordance with the terms of this Agreement and the applicable Option and Lease Agreement.

(2) to inspect each executed unredacted Carrier Lease within fifteen (15) days of execution by Arcadia, together with and including any amendments to the same (provided Wellington and Project Manager shall not be permitted to make and/or otherwise retain copies of any such Carrier Lease within fifteen (15) days of execution);

(3) upon reasonable advance notice to Arcadia, examine Arcadia's records and books of account of all amounts included in its computation of Wellington's share of the Monthly Gross Rental Revenues for a particular calendar year falling within the term of an Option and Lease Agreement (provided that any audit

performed by third-parties retained by Wellington shall be performed on a non-contingency fee basis).

(4) not less than annually, to examine audited financial statements from Arcadia showing all revenue and expenses associated with each Site subject to an executed Option and Lease Agreement.

iii. At such time as Preliminary Lease Approval has been obtained for a Site, Arcadia shall cause to be prepared and deliver to the Project Manager a site plan for the Property ("Lease Site Plan") consistent with the Preliminary Lease Approval, accompanied by a complete set of construction drawings showing the final design of the Communications Facility that would be constructed at the Site if Arcadia would exercise the Option under the Option and Lease Agreement (the "Design Plan").

iv. At such time as the Lease Site Plan and Design Plan is approved by the Project Manager ("Final Lease Approval"), Wellington shall execute an Option and Lease Agreement for the applicable Site which shall contain as exhibits the final construction drawings referenced above. Upon execution of the Option and Lease Agreement for the applicable Site, the Site shall then be considered an approved lease site ("Approved Lease Site").

v. Following a Site being designated Approved Lease Site, Arcadia and Wireless Carrier as co-applicants shall promptly file a zoning and permitting application with respect to the Approved Lease Site and shall thereafter diligently seek all other required governmental approvals and permits ("Governmental Approvals"). Wellington agrees to reasonably cooperate in making application for and obtaining all Governmental Approvals required for approval of the Communications Facility. The covenants in this subparagraph v. shall survive the expiration of the Marketing Term.

c. Wellington agrees that it shall not, without the prior written consent of Arcadia, during the Marketing Term, lease, license, or grant any interest in any portion of any Property to any other commercial telecommunications or other wireless service provider, or to any party constructing wireless communications facilities for lease to telecommunications or wireless service providers, other than Arcadia.

6. Duties of Arcadia; Compensation.

a. Arcadia shall exercise commercially reasonable efforts to market and lease Properties to generate revenue to both parties.

b. As its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Lease, Arcadia shall be entitled to retain seventy

percent (70%) of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of any Communications Facility pursuant to the applicable Option and Lease Agreement ("Monthly Gross Rental Revenues").

c. On or before the tenth (10th) day of each calendar month (or such other date as Wellington may agree to in writing), Arcadia shall provide Wellington with a written report setting forth in reasonable detail (i) the Monthly Gross Rental Revenues collected from all Carrier Leases for the previous month, on a per Carrier Lease basis, pursuant to any Option and Lease Agreement, and (ii) any new Carrier Leases entered into by Arcadia.

d. If Arcadia exercises its Option under an Option and Lease Agreement for an Approved Lease Site, then Arcadia, prior to constructing the Communications Facility on the Approved Lease Site, shall secure all required Governmental Approvals and deliver to Wellington performance and payment bonds, letters of credit or other security acceptable to Wellington in connection with the construction of the Communications Facility. Nothing herein shall be considered a waiver of Arcadia's obligations to comply with Wellington Code of Ordinances and Land Development Regulations.

e. Arcadia shall timely pay all contractors performing work on any part of the Properties, whether in connection with any Site Assessment, the construction of a Communications Facility or otherwise. Prior to commencement of any construction on the Project, Arcadia shall deliver to Wellington payment and performance bonds for the full value of the Work. Such payment and performance bond(s) shall be in compliance with all applicable laws and the form substantially prescribed by Fla. Stat. Section 255.05, and in compliance with the applicable requirements of Sections 255.05(1)(a) and (C), Section 255.05(3) and Section 255.05(6), and shall name Wellington and Arcadia as joint obligees on such bonds. The form of such performance bonds shall be approved by Wellington in writing and the surety(ies) that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required; or, to the extent permissible pursuant to applicable laws, codes and ordinances, and subject to the approval of Wellington, in lieu of Fla. Stat. Section 255.05 bonds, Arcadia may provide letters of credit or other security acceptable to Wellington to ensure the performance and payment of the said contractors. If any mechanics' or materialmen's liens are filed against any interest in the Property for work, labor, services or materials performed or furnished to Arcadia, Arcadia will discharge or have bonded the liens within ten (10) days after Arcadia receives notice of the filing. If Arcadia fails to comply with this requirement, Wellington may discharge the lien by paying the amount claimed to be due; and the amount so paid by Wellington, and all costs and expenses, including reasonable attorney's fees incurred by Wellington in procuring the discharge of such lien, will be due and payable to Wellington within ten (10) days of Arcadia's receipt of Wellington's invoice (which shall be accompanied by supporting documentation).

7. Duties and Rights of Wellington; Compensation.

a. Wellington shall receive \$10,000.00 from Arcadia for entering into this Agreement.

b. In consideration of the leasing of any particular Site under and pursuant to an Option and Lease Agreement, unless otherwise expressly set forth in said applicable Option and Lease Agreement:

(i) no later than the tenth day of each calendar month, Arcadia shall pay to Village an amount equal to thirty percent (30%) of the Monthly Gross Rental Revenues collected from all Carrier Leases pursuant to the applicable Option and Lease Agreement; and

(ii) Arcadia shall pay Village a one-time fee of TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00) ("Site Fee"), which shall be due and payable to such landlord within ten (10) days following the date Arcadia commences physical construction of the Communications Facility at the applicable Site.

In no event shall the consideration set forth in this subparagraph 7.b. be construed to be separate and additional consideration to be paid to Village under each Option and Lease Agreement over and in excess of the consideration to be paid pursuant to the express terms of the Option and Lease Agreement.

8. Assignment. This Agreement may be assigned in whole or in part, without the prior written consent of Wellington, to any corporation, partnership or other entity (i) which is controlled by, controlling, or under common control with Arcadia; (ii) shall merge or consolidate with or into Arcadia; (iii) in which Arcadia, or a wholly owned affiliate of Arcadia, is at all times the general partner or manager, or (iv) acquiring substantially all of the assets and/or ownership interests of Arcadia. As to other parties, this Agreement may be assigned with the prior written consent of Wellington, which approval shall not be unreasonably withheld (and any such approved assignment shall be subject to assignee assuming all of Arcadia's obligations herein).

9. Exclusive. During the Marketing Term, Wellington shall not lease any Property to a person or entity competing with Arcadia in the business of constructing wireless communications infrastructure for lease or license to third parties. Furthermore, during the term of any Option and Lease Agreement, Wellington shall not lease any Property on which an Approved Lease Site is located under any such Option and Lease Agreement to a person or entity competing with Arcadia in the business of constructing wireless communications infrastructure for lease or license to third parties. If Wellington is contacted by any Wireless Carrier or service provider with regard to a Property during the Marketing Term (or, as applicable, with regard to a Property on which an Approved Lease Site is located during the term of an underlying Option and Lease Agreement), Wellington shall direct such carrier to discuss with Arcadia the possibility of Arcadia constructing a monopole or similar structure. If Wellington breaches this Section, Arcadia shall have the right to pursue any and all remedies available to Arcadia under this Agreement, the applicable Option and Lease Agreement, or applicable law including, without limitation, injunctive relief.

10. Subject to Wellington Uses. Notwithstanding any other provision of this Agreement, Arcadia acknowledges the absolute primacy of Wellington's use and operation of the Property for public purposes, and that Arcadia's rights under this Agreement and all Option and Lease Agreements are subject and subordinate to Wellington's use and operation of the Property. Arcadia shall use commercially reasonable efforts to avoid any materially adverse construction, operation, or other impacts on the Property and Wellington's use and operation thereof, whether such impacts arise from activities conducted on or off the Property. Prior to any entry upon any Property before an Option and Lease Agreement is executed for an Approved Site on such Property, Arcadia shall provide reasonable advance notice to Wellington of such entry and of any work or activities to be conducted on the Property. Such entry, work and other activities shall occur only at such times and manner as may be required by Wellington to avoid any adverse impacts.

11. Insurance.

a. Throughout the Marketing Term, prior to accessing a Property, Arcadia shall carry and maintain commercial general liability insurance (CGL), as per form ISO CG 00 01 or equivalent, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Additionally, Arcadia shall carry Auto Liability (AL) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Lastly, Arcadia shall provide evidence of Workers' Compensation with Employer Liability of \$1,000,000.

b. Upon Arcadia's execution of this Agreement, Arcadia shall provide to Wellington a Certificate of Insurance evidencing the insurance required herein, which insurance shall be issued by an insurance company licensed to issue insurance in the State of Florida, and shall name Village and Acme as additional insureds by endorsement as their interests may appear under Arcadia's CGL and AL insurance policies. Upon receipt of notice of cancellation from its insurer, Arcadia shall provide Wellington with thirty (30) day written notice of cancellation or non-renewal of any required coverage that is not replaced.

c. Arcadia waives any and all rights of action for negligence against Village and Acme which may hereafter arise on account of damage to any personal property of Arcadia or the Communications Facility constructed on any Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Arcadia

d. Arcadia shall require that any contractor or subcontractors who perform work on behalf of Arcadia to maintain at least substantially the same insurance coverages with substantially the same limits as that required of Arcadia to maintain under this Agreement.

e. Insurance required to be carried under the Option and Lease Agreements shall be as set forth, and governed under, the provisions of said Option and Lease Agreements.

12. Indemnity; Waiver.

a. Arcadia shall defend, indemnify and hold Wellington, its officers, directors, representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, arising from (i) breach of Arcadia's obligations under this Agreement, or (ii) any negligent act or omission of Arcadia, its agents or employees during Arcadia's entry into any of the Properties in connection with its investigations.

b. The indemnities set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. Default; Remedies.

a. Each of the following shall be an "Event of Default" of Arcadia under this Agreement:

i. Failure to cure, within five (5) business days after written notice to Arcadia (with specificity), any failure in the payment when due of any amount required to be paid by Arcadia under this Agreement; or

ii. Failure to cure, within three (3) business days after written notice to Arcadia, any failure by Arcadia, its contractors or sub-contractors, to maintain the insurance required to be maintained by Arcadia under Section 11 of this Agreement; or

iii. Failure to cure, within thirty (30) days after written notice to Arcadia, any failure by Arcadia in the performance or observance of, or compliance with, any other non-monetary covenant, agreement, term, or condition contained in this Agreement (or such additional time as may be reasonably necessary to cure such failure, so long as Arcadia commences the cure within the initial 30-day cure period and thereafter diligently prosecutes such cure to completion); or

iv. The liquidation, termination, or dissolution of Arcadia; or

v. An event of Bankruptcy.

b. Upon the occurrence of an Event of Default hereunder, Wellington shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

i. To terminate this Agreement with written notice to Arcadia (provided, however, if an Option and Lease Agreement has previously been executed, then Wellington's rights to terminate shall be limited to the Marketing Term of this

Agreement and not apply to any such executed Option and Lease Agreement); or

- ii. To seek specific performance of this Agreement.

Notwithstanding anything in this Agreement to the contrary, Wellington shall in no event have any right to obtain a judgment against Arcadia in the nature of consequential, special, or punitive damages arising out of this Agreement. The termination of this Agreement shall not, of itself, cause the termination of any Option and Lease Agreement which has been executed by Arcadia and Wellington, unless the "Option" under said Option and Lease Agreement has yet to be exercised as of the date of the termination of this Agreement, in which event the Option and Lease Agreement shall terminate concurrent with this Agreement.

14. Representations and Warranties.

a. Arcadia is duly organized under the laws of the State of Delaware, is qualified to do business in the State of Florida and has all corporate power and authority necessary to perform its obligations hereunder.

b. Arcadia is in the business of and has substantial expertise in locating, permitting, leasing, licensing, operating, and constructing Communications Facilities.

c. Arcadia shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits, and Carrier Leases for as many of the Sites as practicable in an effort to generate revenue and benefit to Wellington and Arcadia.

d. Arcadia shall not knowingly violate any federal, state, municipal, or other governmental law, ordinance, rule, or regulation in performing its services under this Agreement and Arcadia shall use reasonable diligence to comply with any and all such laws, ordinances, rules, and regulations affecting the Sites.

15. Monthly Reports; Access to Records.

a. On or before the tenth (10th) day of each calendar month, Arcadia shall provide Wellington with a written report setting forth in reasonable detail (a) the status of Arcadia's progress on all Sites which have received Final Approval, and (b) any Sites for which Arcadia intends to submit a Request for Approval within the next ninety (90) days.

b. Arcadia shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit Wellington or its representatives to examine

such books and records upon its request and to make copies or extracts thereof.

16. Title to Communications Facility Following Termination. During the term of the Option and Lease Agreement, Arcadia shall be the owner and hold title to the Communications Facility on the underlying leased Site. As set forth more fully in the Option and Lease Agreement, upon termination or expiration of an Option and Lease Agreement, title to the Communications Facility on the leased Site shall vest in the owner (Village and/or Acme) of the leased Site, without the need for additional action by said owner or Arcadia, and said owner agrees to assume all responsibility and liability for the Communications Facility and any damages or claims related thereto arising from and after the date of title vesting in said owner (subject to said owner's right to elect to have Arcadia remove the Communications Facility following the termination or expiration of the Option and Lease Agreement, as set forth more fully in the Option and Lease Agreement); provided, however, Arcadia shall execute and deliver such further assurances thereof as reasonably requested by said owner (including, if requested, a bill of sale) to effectuate such transfer of title.

17. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given upon delivery (or if delivery is refused, upon the date of such refusal), when mailed by Registered or Certified Mail, postage prepaid, or delivered by reliable overnight courier or hand delivery (i.e., Federal Express), and addressed as follows:

If to Wellington:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Planning, Zoning and Building Director

With a copy to:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Purchasing Director

If to Arcadia:

Arcadia Infrastructure I, LLC
101 Main Street
Suite 300
Milford, OH 45150
ATTN: Sam Johnston

With a copy to:

Dinsmore & Shohl LLP

**ARCADIA-WELLINGTON
MASTER MARKETING AGREEMENT**

191 West Nationwide Blvd
Suite 200
Columbus, OH 43215
ATTN: Jason B. Sims, Esq.

or to such other addresses as either of the parties may designate from time to time by giving prior written notice as herein required.

18. Miscellaneous.

a. Except as otherwise expressly set forth in this Agreement (including, without limitation, the license granted under Section 5(a) of this Agreement), nothing in this Agreement shall confer any property right or right in and to any Site to Arcadia until the execution of an Option and Lease Agreement.

b. In performing its duties under this Agreement, Arcadia shall at all times be an independent contractor, and not an agent, employee, or partner of Village or Acme. Arcadia shall have no right or authority, express or implied, to commit or otherwise obligate Village or Acme in any manner.

c. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

d. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

e. Any provision of this Agreement may be amended only if such amendment is in writing and is signed by Wellington and Arcadia.

f. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

g. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles. The parties agree that neither this Agreement nor any memorandum thereof shall be recorded in the Public Records of Palm Beach County, Florida; provided, however, pursuant to the terms of the Option and Lease Agreement, the parties may

execute a short form or memorandum of the Option and Lease Agreement for recordation in the Public Records of Palm Beach County, Florida.

h. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when Wellington shall have received counterparts hereof signed by both parties.

i. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Florida in Palm Beach County.

j. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

k. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

l. Neither Arcadia nor Wellington intends by any provision of this Agreement to confer any right, remedy, or benefit upon any third party.

m. Wellington and the person executing and delivering this Agreement on Wellington's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; that all action required to authorize Wellington and such person to enter into this Agreement has been duly taken; and that Wellington has taken all actions to comply with Florida Statutes 255.065.


n. Arcadia and the person executing and delivering this Agreement on Arcadia's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Arcadia and such person to enter into this Agreement has been duly taken.

[remainder of page intentionally left blank – signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto execute this Agreement in two parts on the dates indicated.


WELLINGTON:

VILLAGE OF WELLINGTON,
A Florida political subdivision


By: 
Name: Anne Gerwig
Title: Mayor
Date: 5/9/2023

ARCADIA:

ARCADIA INFRASTRUCTURE I, LLC
A Delaware Limited Liability Company

By: 
Name: SAMUEL T. JOHNSON, JR.
Title: President
Date: 5/10/2023

ACME IMPROVEMENT DISTRICT,
A Florida dependent special district

By: 
Name: Anne Gerwig
Title: President
Date: 5/9/2023

[Acknowledgement on following page]

ACKNOWLEDGEMENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

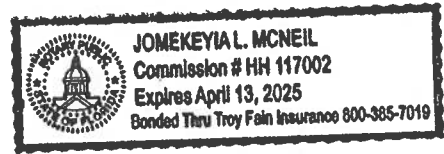
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of MAY, 2023 by Anne Gerwig, as Mayor, of the VILLAGE OF WELLINGTON, a municipal corporation existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jomekeyia L. McNeil
Notary Public

My Commission Expires: April 13, 2025

(Notary Seal)



STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of MAY, 2023 by Anne Gerwig, as President, of the ACME IMPROVEMENT DISTRICT, a dependent special district existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jomekeyia L. McNeil
Notary Public

ARCADIA-WELLINGTON
MASTER MARKETING AGREEMENT

My Commission Expires: April 13, 2025

(Notary Seal)



STATE OF FLORIDA

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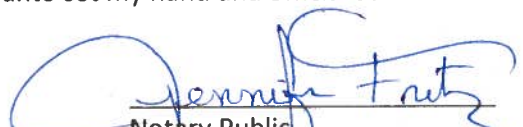
COUNTY OF PALM BEACH

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of MAY, 20 by Samuel T. Johnston, Jr. as President of ARCADIA INFRASTRUCTURE I, LLC, a Delaware limited liability company, who is personally known to me or who has produced as identification Driver's License # RM227381 or (other identification) (describe) _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 2.18.2024

(Notary Seal)

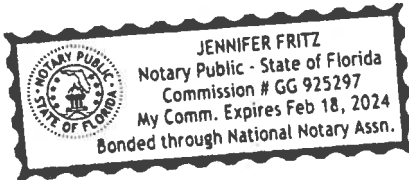


EXHIBIT A

Properties*

Owner	Address	Parcel Number
WELLINGTON VILLAGE OF	4499 FLYING COW RANCH RD	73404424000001010
WELLINGTON VILLAGE OF	3479 FLYING COW RANCH RD	73404424000001040
WELLINGTON VILLAGE OF	15 FLYING COW RANCH RD	73404336000005030
WELLINGTON VILLAGE OF		73404337000000012
WELLINGTON VILLAGE OF	2499 FLYING COW RANCH RD	73404412000001020
WELLINGTON VILLAGE OF		73414406040230000
ACME IMPROVEMENT DIST	13446 NORTHUMBERLAND CIR	73414409010000010
ACME IMPROVEMENT DIST	2100 AMESBURY CIR	73414409020000140
WELLINGTON VILLAGE OF		73414406040120000
ACME IMPROVEMENT DIST	13599 STAIMFORD DR	73414409020000110
ACME IMPROVEMENT DIST	1679 DORCHESTER PL	73414409020000120
ACME IMPROVEMENT DIST	1752 FARMINGTON CIR	73414409020000130
ACME IMPROVEMENT DIST	915 FORESTERIA AVE	73414404010850000
ACME IMPROVEMENT DIST	949 AZURE AVE	73414404010860000
WELLINGTON VILLAGE OF	859 VIA TOSCANA	73414404110010000
WELLINGTON VILLAGE OF	1042 GOLDENROD RD	73414404010460030
WELLINGTON VILLAGE OF	1550 HAWTHORNE PL	73414404010670120
ACME IMPROVEMENT DIST	1250 BLOCK ISLAND RD	73414410010000010
WELLINGTON VILLAGE OF	12133 KEN ADAMS WAY	73414410480020010
WELLINGTON VILLAGE OF		73414411000005010
WELLINGTON VILLAGE OF	3 WESTHAMPTON CIR	73414410050010073
ACME IMPROVEMENT DIST	12800 PECONIC CT	73414410050040010
ACME IMPROVEMENT DIST	1100 MYSTIC WAY	73414402030000040
ACME IMPROVEMENT DIST	12181 OLD COUNTRY RD S	73414403080070790
WELLINGTON VILLAGE OF LESSOR	2975 GREENBRIAR BLVD	73414418000005030
ACME IMPROVEMENT DIST	11700 PIERSON RD	73414423000001030
WELLINGTON VILLAGE OF		73414413080210000
ACME IMPROVEMENT DIST	1075 SUMMERWOOD CIR	73414411050000010

WELLINGTON VILLAGE OF	2175 WELLINGTON GREEN DR	73414413010160000
ACME IMPROVEMENT DIST	ROYAL FERN DR	73414411180050000
WELLINGTON VILLAGE OF	9830 STRIBLING WAY	73424419100010000
ACME IMPROVEMENT DIST LESSOR	10400 STRIBLING WAY	73424327050260011
ACME IMPROVEMENT DIST LESSOR	10400 STRIBLING WAY	73424327050260011
WELLINGTON VILLAGE OF	11011 LAKE WORTH RD	73414426020030000
ACME IMPROVEMENT DIST	1620 PRIMROSE LN	73414404010870000
WELLINGTON VILLAGE OF	12300 FOREST HILL BLVD	73414410480020020
ACME IMPROVEMENT DIST	12806 PECONIC CT	73414410050040020
WELLINGTON VILLAGE OF	ACME RD	73414335000007390
WELLINGTON VILLAGE OF	3100 LYONS RD	73424419120010000

ACME IMPROVEMENT DIST	999 GREENVIEW SHORES BLVD	73414407000001000
ACME IMPROVEMENT DIST		73414406020100000
ACME IMPROVEMENT DIST	3410 S SHORE BLVD	73414421020000030
ACME IMPROVEMENT DIST	150 TH AVE S	73414431000001010
WELLINGTON VILLAGE OF	8301 FOREST HILL BLVD	73424327050160332
WELLINGTON VILLAGE OF	8375 FOREST HILL BLVD	73424327050160331
ACME IMPROVEMENT DIST	2901 OUSLEY FARMS RD	73414418000005010
ACME IMPROVEMENT DIST	12600 WELLINGTON TR	73414403120020000
ACME IMPROVEMENT DIST	12771 BUCKLAND ST	73414409020000150
ACME IMPROVEMENT DIST	2668 YARMOUTH DR	73414409020000170
ACME IMPROVEMENT DIST	14001 PIERSON RD	73414417000005010
ACME IMPROVEMENT DIST	11860 PIERSON RD	73414423000003030
ACME IMPROVEMENT DIST	1100 WELLINGTON TRACE	73414411020000010

EXHIBIT B
FORM OF OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Lease Agreement" or "Agreement"), dated as of the _____ day of _____, 202____ (the "Effective Date"), is entered into by the Village of Wellington a political subdivision of the State of Florida, located at 12300 Forest Hill Blvd., Wellington, Florida 33414 <or Acme Improvement District, a dependent special district of the State of Florida> (hereinafter referred to as "Landlord"), and Arcadia Infrastructure I, LLC, a Delaware limited liability company, having its principal office at 101 Main Street, Milford, Ohio 45150 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, located at <STREET>, Wellington, Palm Beach County, Florida, 33414, as further described in the legal description of the property attached hereto as **Exhibit A** (collectively, "Property"). Tenant desires to lease a portion of the Property to construct, install, maintain, operate, and service a communications tower ("Tower") and related improvements and assets (collectively, with the Tower, the "Communications Facility") and to conduct its business thereon.

AGREEMENT

The parties agree as follows:

1. OPTION TO LEASE.

a) Landlord hereby grants to Tenant an exclusive option (the "Option") to lease a portion of the Property measuring approximately _____ (_____) square feet ("Leased Premises") on which Tenant plans to construct, maintain, operate, and lease space to third parties in accordance with Section 6 of this Agreement on, the a Communications Facility, as generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with unrestricted access across a designated ingress-egress route across the Property to the Leased Premises as visually depicted in **Exhibit C** for Tenant's uses from the nearest public right-of-way along the Property.

b) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand and 00/100 Dollars (\$1,000.00) upon execution of this Agreement. The Option will be for an initial term of twelve (12) months (the "Initial Option Term") and may be renewed by Tenant for an additional six (6) month period (a "Renewal Option Term") and the payment of an additional One Thousand and 00/100 Dollars (\$1,000.00), by delivering written notice of such renewal (along with the additional payment) to Landlord no later than ten (10) days prior to the expiration date of the Initial Option Term. As used herein, the "Option Term" shall mean the Initial Option

Term and, if applicable, the Renewal Option Term.

c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. Tenant shall not commence construction of the Communications Facility unless and until Tenant exercises the Option and obtains all necessary governmental approvals and permits.

d) During the Option Term, and during the Lease Term (as hereinafter defined), Tenant and its agents, engineers, surveyors and other representatives will have the right: (i) at all reasonable times to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or other studies of any type of the Property; provided, however, that during the Option Term, the Tenant shall not engage in any construction activity or perform any intrusive physical testing (such as soil borings) without the prior written consent of Landlord; (ii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate, at Tenant's sole discretion, for its use of the Leased Premises including, without limitation, applications for zoning variances, zoning revisions, zoning ordinances, amendments, special use permits, and construction permits necessary for the construction of the Communications Facility (collectively referred to as "Governmental Approvals"); and (iii) 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 or right to control to the Property and the feasibility or suitability of the Property for Tenant's operation of a Tower, all at Tenant's expense. Landlord shall authorize Tenant to seek the necessary Governmental Approvals and undertake the other activities set forth in this Section 1.d) and Landlord, to the extent reasonably necessary, shall assist and cooperate with Tenant, at no out-of-pocket costs to Landlord, in such efforts. 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 shall maintain insurance as provided herein for the Property commencing with the execution of this Option Agreement and shall provide Landlord with a certificate of insurance naming Landlord and any other parties reasonably designated by Landlord as additional insured.

If Tenant exercises the Option, then Landlord leases the Leased Premises to the Tenant subject to the following additional terms and conditions:

2. RIGHT-OF-WAY FOR ACCESS. Landlord grants to Tenant a non-exclusive right-of-way across that portion of the Property which is depicted on the Site Plan (the "Right-of-Way"), legally described on Exhibit A and visually depicted on Exhibit C, described below, for the purposes of unrestricted ingress and egress to the Leased Premises to properly construct, install, maintain, operate and service the Communications Facility and to conduct its business on the Leased Premises, subject to any such security measures listed on the attached Exhibit F or subsequently imposed security measures reasonably imposed on the Property by Landlord for public safety purposes. Tenant and Tenant's employees, agents, contractors and Tenant's subtenants and licensees and their respective employees, agents and contractors shall have unrestricted use of the Right-of-Way twenty-four (24) hours per day,

seven (7) days per week. This Right-of-Way shall remain in effect throughout the Lease Term (defined in Paragraph 5, below).

3. EASEMENT FOR UTILITIES. Landlord grants to Tenant a right and easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Communications Facility (the "Easement") which is legally described on Exhibit A and visually depicted on Exhibit C as described below. This Easement shall remain in effect throughout the Lease Term. Further, Landlord agrees to grant to Tenant such easements on the Landlord's Property for the installation of additional utilities to the extent necessary to provide utility service to Leased Premises and the Communications Facility, provided that the location of such easements shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or conditioned or unduly delayed.

4. SURVEY. At the time the Option is exercised, a survey, prepared at Tenant's expense, shall be attached hereto as Exhibit C. The survey shall depict and describe the Leased Premises, the Right-of-Way, and all Easements.

5. TERM.

a) In the event Tenant exercises the Option, the initial lease term will be approximately five (5) years ("Initial Term"), commencing upon the Commencement Date (as hereinafter defined). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date occurred.

b) So long as no Event of Default (as defined herein) by Tenant then exists hereunder, Tenant shall have the right to renew this Agreement upon the same terms and conditions for seven (7) additional terms of five (5) years each (each, an "Auto Renewal Term"). Tenant shall be deemed to have exercised each of these options and this Agreement shall be automatically renewed unless Tenant delivers at least one hundred twenty (120) days advance written notice to Landlord before the expiration of the Initial Term (or any Auto Renewal Term) declaring Tenant's intention to not exercise its option to renew. If Tenant delivers such a notice, then the Lease Term shall expire at the end of the Initial Term or Auto Renewal Term, as applicable.

c) Following the seventh (7th) and last Auto Renewal Term, if applicable, upon mutual agreement of Landlord and Tenant, this Agreement shall renew and extend for up to two (2) additional five-year extension terms (each, an "Agreed Renewal Term").

d) The Initial Term and, as applicable, any Auto Renewal Term and Agreed Renewal Term, are collectively referred to as the "Lease Term".

6. RIGHT TO SUBLEASE. Tenant shall be entitled to sublease space on the Communications Facility without Landlord's prior approval pursuant to a sublease agreement prescribed by Tenant from

time to time (each, a "Carrier Lease"); provided that: (a) the sublessee under the Carrier Lease is a telecommunications provider licensed by the Federal Communications Commission (a "Wireless Carrier"), (b) prior to the sublessee under the Carrier Lease installing any equipment on the Communications Facility, sublessee and/or Tenant have applied for, and obtained, all Governmental Approvals required to install any such equipment, (c) the equipment of sublessee to be installed on the Communications Facility do not materially and substantially deviate from the general depiction of equipment installed on the Communications Facility as set forth on the Site Plan, (d) as a result of the Carrier Lease, the Communications Facility will not be altered in such a manner to materially and substantially deviate from the Communications Facility as set forth on the Site Plan, (e) no Event of Default (as defined herein) by Tenant exists hereunder, (f) the term of the Carrier Lease does not exceed the remaining term of the Lease Term, and (g) the Leased Premises, as a result of the Carrier Lease, does not need expanded and/or enlarged.

7. RENT AND OTHER FEES.

a) Commencing on the date Tenant exercises the Option as provided in Section 1.c) of this Agreement (the "Commencement Date"), Tenant shall pay Landlord an annual gross rent (the "Rent") which shall be due in twelve (12) equal monthly installments ("Monthly Installments" or, individually, "Monthly Installment") payable no later than the tenth day of each calendar month during the Lease Term, an amount equal to THIRTY PERCENT (30%) of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of Communications Facility pursuant to this Agreement (the "Monthly Gross Rental Revenues") and actually received by Tenant for the prior month. Notwithstanding the foregoing, in the event that the Commencement Date is on a day other than the first day of a month, the Monthly Installment due for such partial month shall be prorated on a per diem basis. Notwithstanding anything in this paragraph to the contrary, for purposes of determining the Rent due to Landlord hereunder: (i) in the event any real estate ad valorem or other taxes are assessed against the Communications Facility (as opposed to personal property or the income derived from the Communications Facility) the same shall be payable by Tenant and shall NOT be deducted from Monthly Gross Rental Revenues; and (ii) the following reimbursable expenses paid by Wireless Carriers to Tenant are considered one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues provided, however, that such reimbursable expenses are not in lieu of or in substitution for any rent under a Carrier Lease: (aa) expenses incurred to extend utilities including power, telecommunication lines, equipment, and other such utilities to the Communications Facility, and (bb) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Communications Facility (the expenses described in this subpart (ii) shall include, but not be limited to, engineering, construction, administration, deposits, applications, and legal fees and expenses).

b) Tenant shall pay Landlord a one-time fee of TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00) ("Site Fee"), which shall be due and payable to Landlord within ten (10) days following the date Tenant commences physical construction of the Communications Facility at the Leased Premises.

c) In addition to the foregoing, any sum failed to be paid by Tenant when due shall be considered past due and, if such failure continues for five (5) days after Tenant's receipt of Landlord's written notice of such failure, then (i) the past due amount shall be subject to a one-time late payment charge in the amount of three percent (3%) of the amount past due, and (ii) additionally, interest shall accrue on any past due amount at the rate of one and one-half percent (1.5%) per month or the maximum effective variable contract rate of interest which the Landlord may from time to time lawfully charge, whichever is less.

8. POSSESSION/COMPLIANCE. Landlord shall deliver exclusive possession of the Leased Premises to Tenant on the Commencement Date, and Landlord warrants that the Leased Premises are not and will not be in violation of any federal, state, or local laws, regulations, codes or other enactments or orders, including but not limited to those relating to the protection of health, welfare and the environment and zoning ordinances. Tenant shall obtain a title commitment for the Lease Premises from a title insurer licensed to issue title insurance in Florida, which will provide Tenant with a summary of any and all deed restrictions, covenants, and other agreements (written or oral) of any type that control or restrict the use of the Leased Premises.

9. UTILITIES. Landlord shall not be responsible for Tenant's utility service. Tenant shall contract directly with the utility companies for its own utility services, and Tenant shall have the right to install additional utility lines and services on the Property pursuant to Paragraph 3 hereof, so long as Tenant pays all expenses associated with the additional installation and service.

10. INSURANCE/WAIVER OF SUBROGATION.

a) Throughout the Lease Term, Tenant, at its own cost and expense, shall carry and maintain commercial general liability insurance (CGL), as per form ISO CG 00 01 or equivalent, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Additionally, Tenant shall carry Auto Liability (AL) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Lastly, Tenant shall provide evidence of Workers' Compensation with Employer Liability of \$1,000,000b) Upon Tenant's execution of this Agreement, Tenant shall provide to Landlord a Certificate of Insurance evidencing the insurance required herein, which insurance shall be issued by an insurance company licensed to issue insurance in the State of Florida, and shall name Landlord and any other party reasonably designated by Landlord as an additional insured by endorsement as their interests may appear under Tenant's CGL and AL insurance policies. Upon receipt of notice of cancellation from its insurer, Tenant shall provide Landlord with thirty (30) day written notice of cancellation or non-renewal of any required coverage that is not replaced.

c) Tenant waives any and all rights of action for negligence against Landlord which may hereafter arise on account of damage to any personal property of Tenant or the Communications Facility constructed on the Leased Premises, resulting from any fire, or other casualty of the kind covered

by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Tenant.

d) Tenant shall require that any contractor or subcontractors who perform work on behalf of Tenant shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of Tenant to maintain under this Agreement. Tenant shall require that any sublessee of Tenant shall maintain at least substantially the same insurance coverages with substantially the same limits as that required of Tenant to maintain under this Agreement.

11. DUTIES OF TENANT.

a) Tenant shall maintain and repair: (i) any fences Tenant constructs surrounding the Leased Premises; (ii) the Communications Facility including the Tower; and (iii) all other improvements installed or constructed on the Leased Premises by Tenant. Landlord acknowledges that it has no interest in the Tower, the Communications Facility, or any of the property which is stored or erected or to be erected on the Leased Premises by Tenant or any licensees or lessees of Tenant (collectively, the "Personal Property"), and Landlord shall not be responsible for the repair, maintenance, and security of the Personal Property during the Lease Term. Upon termination or expiration of this Agreement, title to the Communications Facility on the Leased Premises shall vest in Landlord, without the need for additional action by Landlord or Tenant, and Landlord agrees to assume all responsibility and liability for the Communications Facility and any damages or claims related thereto arising from and after the date of title vesting in Landlord; provided, however, Tenant shall execute and deliver such further assurances thereof as reasonably requested by Landlord (including, if requested, a bill of sale) to effectuate such transfer of title. Notwithstanding the fact that title to the Communications Facility on the Leased Premises shall vest in Landlord upon the termination or expiration of this Agreement, on or before the date that is one hundred twenty (120) days prior to the expiration or last day of the Lease Term, Landlord shall notify Tenant of its election to have Tenant shall either:

(aa) remove, at Tenant's sole cost and expense, within one hundred eighty (180) days after the termination or expiration of this Agreement, any part or all of the Communications Facility and its associated fixtures and appurtenances (the title of which is then vested in Landlord), including underground portions thereof (up to a 2' depth), from the Leased Premises and restore the site to its original condition to the extent reasonably practical in accordance with industry standards, or

(bb) have the Communications Facility, including any Tower or other structure, remain on the Leased Premises.

If Landlord fails to notify Tenant of its election on or before the date that is one hundred twenty (120) days prior to the expiration or last day of the Lease Term, then Landlord shall be deemed to have elected option (bb). If Landlord timely elects option (aa), then: (x) Tenant shall, prior to the date that is one

hundred eighty (180) days after the termination or expiration of this Agreement, remove, at Tenant's sole cost and expense, the Communications Facility and its associated fixtures and appurtenances (the title of which is then vested in Landlord), including underground portions thereof (up to a 2' depth), from the Leased Premises and restore the site to substantially the original condition (as reasonably practical) that existed prior to the construction of the Communications Facility, and (y) Landlord hereby grants Tenant a license to access the Leased Premises to perform such removal and restoration activities.

b) If Tenant exercises its Option for the Leased Premises, then Arcadia, prior to constructing the Communications Facility on the Leased Premises, shall secure all required Governmental Approvals and deliver to Landlord performance and payment bonds, letters of credit or other security acceptable to Landlord in connection with the construction of the Communications Facility.

12. DUTIES OF LANDLORD. Landlord shall not engage in or permit any other person or entity to engage in any activity on the Property which interferes with or interrupts Tenant's ability to conduct its business operations at the Leased Premises. Unless any maintenance, repairs or replacements are necessary due to the negligence or willful misconduct of Tenant or its agents, employees, contractors, sublessees, licensees and/or invitees, Landlord shall perform such maintenance, repairs, and replacements necessary to maintain in good condition and repair, at Landlord's cost and expense, the Right-of-Way or Easement. During the Lease Term, Landlord shall not lease all or any part of the Property to a person or entity competing with Tenant in the business of constructing wireless communications infrastructure for lease or license to third parties.

13. MONTHLY REPORTS; ACCESS TO RECORDS.

a) On or before the tenth (10th) day of each calendar month (or such other date as Landlord may agree to in writing), Tenant shall provide Landlord with a written report setting forth in reasonable detail (a) the Monthly Gross Rental Revenues for the previous month, on a per Carrier Lease basis, and (b) any new Carrier Leases entered into by Tenant.

b) Tenant shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Leased Premises and this Agreement, and shall permit Landlord or its representatives, upon reasonable advance notice, to examine such books and records upon its request and to make copies or extracts thereof (provided that any audit performed by third-parties retained by Landlord shall be performed on a non-contingency fee basis).

c) In the event that any audit of Tenant's books and records reveals a discrepancy between the amounts due to Landlord hereunder and the actual amount paid by Tenant of greater than three percent (3%), in addition to the late charges and penalties due hereunder, if applicable, Tenant shall pay all reasonable costs of Landlord's audit.

d) Landlord shall have the right to inspect each executed Carrier Lease, including any amendments to the same (provided Landlord shall not be permitted to make and/or otherwise retain copies of any such Carrier Leases).

14. TAXES. Tenant will pay all ad valorem and personal property taxes assessed on, or any portion of such taxes attributable to, the Leased Premises. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days of Tenant's receipt of the same, any increase in real property taxes directly attributable to Tenant's use of the Property (and in no event shall Tenant be obligated for any real estate taxes assessed against the Property due to any other uses of the Property by Landlord and/or any other third-parties). Notwithstanding the foregoing, to the extent the Property is assessed real property taxes (when the Property was otherwise exempt from real estate taxes) as a direct result of Tenant's use of the Property, then Landlord and Tenant shall reasonably cooperate and utilize commercially reasonable efforts, at Tenant's sole cost (and at no cost to Landlord), to limit such real property taxes to the Leased Premises portion of the Property only and/or otherwise create a separate tax parcel for the Leased Premises (separate from the remaining parts of the Property) so that only the entire Property is not otherwise assessed real estate taxes.

15. LOSS THROUGH CASUALTY. Tenant shall be responsible for all damages to the Communication Facility caused by fire or other casualty on the Leased Premises and on the Easement and Right-of-Way, provided such damage to any *non-exclusive* Right-of-Way (i.e., such Right-of-Way is not reserved for Tenant's exclusive use) or *non-exclusive* Easement (i.e., such Easement is not reserved for Tenant's exclusive use) is caused solely by Tenant. Landlord shall promptly repair and restore, at Landlord's cost and expense, any damage to any *non-exclusive* Right-of-Way or *non-exclusive* Easement not caused solely by Tenant or its agents, employees, contractors, sublessees, licensees and/or invitees. If the Tower or any part of the Communication Facility are damaged by any casualty, to the extent that Tenant is no longer able to conduct its business at the Leased Premises, then Tenant shall have the option to deliver written notice to Landlord terminating this Agreement within ninety (90) days after the casualty.

16. LOSS THROUGH CONDEMNATION OR REGULATION. If any part of the Leased Premises is condemned or taken for any public or quasi-public use or if Tenant's business becomes subject to regulations which make it no longer feasible to operate its business, then Tenant shall have the right to terminate this Agreement effective with the date the condemning authority takes possession, or the regulations take effect. Landlord shall be entitled to receive the entire condemnation award allocable to the Property and Tenant shall receive the award allocable to the Tower, the Personal Property and any other amounts separately awarded to Tenant in its own right.

17. ASSIGNMENT AND SUBLEASING.

a) Tenant shall have the right to sublease space on any Communications Facility constructed on the Leased Premises to any other person or entity, with notice to Landlord as provided in Section 13.a) and subject to the requirements of Section 6 above.

b) Tenant shall not assign this Agreement to any other person or entity, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned in whole or in part, without the prior written consent of Landlord, to any corporation, partnership or other entity (i) which is controlled by, controlling, or under common control with Tenant; (ii) shall merge or consolidate with or into Tenant; (iii) in which Tenant, or a wholly owned affiliate of Tenant, is at all times the general partner or manager; or (iv) acquiring substantially all of the assets and/or ownership interests of Tenant.

18. RIGHT OF FIRST REFUSAL. If Landlord elects to sell, assign or otherwise transfer to a third party (i) any of its rights in or to this Agreement, (ii) the Rents to be paid pursuant to this Agreement, or (iii) any other interest in this Agreement, with or without an assignment of this Agreement, then, to the extent permitted by law, Tenant shall have the right of first refusal to meet any bona fide offer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell, assign, or otherwise transfer the interest in all or a portion of this Agreement to such third person in accordance with the terms and conditions of such third-party offer.

19. DEFAULT/ REMEDIES; RIGHT TO TERMINATE.

a) The following event shall be considered an "Event of Default" under this Lease Agreement:

- i. The failure of Tenant or Landlord to perform any of its monetary covenants under this Lease Agreement, where such failure continues for five (5) days after the failing party's receipt of the non-failing party's written notice of such failure;
- ii. The failure of Tenant, its' contractors and subcontractors to maintain the insurance required to be maintained by such party, pursuant to Section 10 hereof, where such failure continues for three (3) business days after Tenant's receipt of Landlord's written notice of such failure; and
- iii. The failure of Tenant or Landlord to perform any of its non-monetary covenants under this Lease Agreement, where such failure continues for thirty (30) days after the failing party's receipt of the non-failing party's written notice of such failure (provided that in the event any failure cannot be reasonably cured within such thirty (30) day period, if the failing party shall proceed promptly after the receipt of such notice to cure such failure, and shall pursue curing such failure with due diligence, the time for curing shall be extended for such period of time

as may be necessary to complete such curing, however, in no event shall this extension be in excess of ninety (90) days, unless agreed upon by the non-failing party.

After the occurrence of an Event of Default, the non-defaulting party shall be entitled to exercise all rights and remedies which are available in law or equity, all of which shall be cumulative and in addition to every other right or remedy; provided, however, in addition to any termination rights Landlord may have available under law or equity, upon the occurrence of a material Event of Default by Tenant, Landlord shall have the express contractual right to terminate this Agreement.

b) In the event that Landlord elects to terminate this Lease Agreement due to an Event of Default of the Tenant, it shall continue to honor all sublease and sublicense agreements made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease Agreement.

c) If at any time during the Lease Term, Tenant determines in its sole and absolute discretion, with or without cause, that the Leased Premises are no longer suitable or desirable for Tenant's intended use and/or purpose, Tenant shall have the right to terminate this Lease Agreement, upon payment of a termination fee in a sum equal to six (6) month's Rent (based on the monthly Rent due for the month immediately preceding the effective date of such early termination), upon at least one hundred eighty (180) days prior written notice delivered to Landlord. The termination fee shall be due to Landlord within ten (10) days of the effective date of such early termination.

20. QUIET AND EXCLUSIVE ENJOYMENT. Landlord promises that, so long as an Event of Default by Tenant has not occurred and is continuing, Tenant shall have the following rights:

a) Tenant shall peaceably and quietly enjoy the Leased Premises throughout the Lease Term and shall be permitted to operate an approved Communications Facility on the Leased Premises without restriction or interference from others; and

b) During the Lease Term, Tenant shall enjoy the exclusive right to lease, construct and/or operate an approved Communications Facility on the Property; provided, however, Landlord and Tenant agree that Tenant will restrict its use of the Property to the Leased Premises, the Right-of-Way, and the Easement.

21. NONDISTURBANCE. Landlord warrants that either: (a) there are no current liens on the Property and that this Lease Agreement is superior to the rights of all others; or (b) Landlord has disclosed to Tenant the names of all current lien holders and Tenant has had an opportunity to obtain satisfactory non-disturbance agreements from each of them. Tenant agrees to subordinate this Lease Agreement to the lien of each future mortgage which may encumber the Leased Premises and to attorn to the mortgagee but only so long as the mortgagee executes a non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit D.

22. LEASEHOLD LENDER: Tenant may collaterally assign, pledge, mortgage or otherwise encumber its leasehold interest in this Lease Agreement to any third party (a "Leasehold Lender"). The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage, assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's leasehold interest in this Agreement and the Leased Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible Personal Property located on, derived from, or utilized in connection with the Leased Premises and the Lease. In no event shall Tenant have the right to pledge, mortgage or otherwise encumber Landlord's fee simple interest in the Property.

a) Successors. Any Leasehold Lender who succeeds to Tenant's interest by foreclosure of the Leasehold Mortgage, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the leasehold rights and duties of Tenant under this Agreement, including the right to exercise any renewal option(s) or right of first refusal, and to assign this Agreement as may be permitted hereunder.

b) Default Notice. Landlord shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Landlord by written notice hereof) a copy of any default notice given by Landlord to Tenant under this Agreement. No default notice from Landlord to Tenant shall be deemed effective against the initial Leasehold Lender unless sent to such Leasehold Lender.

c) Notice and Curative Rights. If Tenant defaults on any monetary obligations under this Agreement, then Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of written notice of such default. For non-monetary defaults, Landlord will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary default requires possession of the Leased Premises, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Leased Premises and to cure such default.

d) New Lease. If this Agreement is terminated for any reason or otherwise rejected in bankruptcy, then Landlord will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement and cures any other Event of Default within thirty (30) calendar days of notice of such termination.

e) Subordination. Landlord hereby agrees that all right, title and interest of the Landlord in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate, and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements, which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

23. ENVIRONMENTAL MATTERS.

a) Definition of Hazardous Substance. For the purposes of this Agreement, the term "Hazardous Substance" means any substance or waste that poses or causes, or is alleged to pose or cause, any damage to property or any personal injury, including death, or threat to human health or the environment, including without limitation those substances defined, listed, designated or classified as hazardous, toxic, radioactive, or dangerous under any existing applicable local, regional, state, U.S. and foreign laws, or court ruling, regulations, ordinances, codes, and other requirements and directives, concerning environmental, health and safety matters, including but not limited to applicable regulations, ordinances, permits, standards and agreements regarding discharges, emissions, handling, storing, treating and disposal of hazardous and solid wastes, clean-up, and right-to-know requirements, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), (ii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), (iii) the federal water Pollution Control Act, 33 U.S.C. Section 1251, et seq., (iv) the Clean Air Act, 42 U.S.C. Section 7401, et seq., (v) the Safe Drinking Water Act, 42 U.S.C. Section 300F, et seq., (vi) the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., (vii) the Rivers and Harbors Act of 1899, 33 U.S.C. Section 401, et seq., (viii) the Endangered Species Act of 1973, 16 U.S.C. Section 1531, et seq., (ix) the Occupational Safety and Health Act of 1979, 29 U.S.C. Section 651, et seq., and (x) the Community Right to Know Act, 42 U.S.C. Section 11001, et seq., all as amended (collectively, the "Environmental Laws") as well as any petroleum product or by-product, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable as fuel, or polychlorinated biphenyls. The term Hazardous Substances shall not include, and this Agreement shall not be construed to prohibit the use, storage or sale of incidental quantities of supplies or products which are commonly used in conjunction with any existing or intended future use of the Property, so long as these items are used, kept and stored in compliance with all Environmental Laws.

b) Definition of Environmental Matters. For the purposes of this Agreement, the term "Environmental Matters" means any and all claims, costs, fines, damages, expenses or liabilities (including attorneys' and consultants' fees and expenses) arising under any Environmental Laws, whether brought by government authorities or private parties, which claims, costs, fines, damages, expenses or liabilities relate to or arise out of: (i) the handling, use, storage, disposal, treatment or release (as defined in the CERCLA or any state equivalent) of any Hazardous Substance; (ii) the direct or indirect disposal or release of any solid, liquid or gaseous material or any Hazardous Substance; (iii) discharges to industrial, storm or sanitary sewers; (iv) the placement of structures or materials into any waters, waterways or wetlands; or (v) the presence of any Hazardous Substance in or on any land, water, wetlands, building, structure, equipment or workplace; all of the above, including without limitation, any claims involving the investigation monitoring or cleanup of all or any properties, sites, waters, wetlands (whether waste disposal sites, former plant sites or other sites), buildings, structures, equipment, or workplace upon which any Hazardous Substance may be or may have been bound.

c) Intentionally Omitted.

d) Covenant Regarding Future Environmental Conditions. Tenant covenants and agrees that as of the Commencement Date, it will comply with all Environmental Laws relating to Environmental Matters at the Leased Premises and that it will not introduce or permit the introduction of Hazardous Substances on the Leased Premises without complying with all applicable Environmental Laws, including, but not limited to, the obligation to obtain the proper permits. Each party shall immediately notify the other of any inquiry, test, investigation, or enforcement proceeding concerning the presence of a Hazardous Substance on or affecting any portion of the Leased Premises.

e) Tenant's Indemnity. Tenant shall defend, indemnify and hold Landlord, Landlord's officers, directors, representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, technical consultants and other experts, incurred by any of them to the extent such amount results from the violation of Tenant's covenant in this Section 23 from the Effective Date hereof and any clean-up work, inquiry, or enforcement proceeding in connection therewith.

f) Intentionally Omitted.

g) Term of Indemnities. The indemnities granted in this Section 23 shall survive the expiration or termination of this Agreement.

24. LANDLORD RESERVATION. Landlord and Tenant hereby agree that Landlord, during the Lease Term, shall be permitted to use one (1) elevation (+/- 5 feet) on each pole or similar structure and ground space on the Communications Facility for any Landlord use at no cost to Landlord; provided that: (i) in no event shall any such use of the Communications Facility by Landlord be for commercial purposes, and (ii) the height of Landlord's equipment on the structure shall be reasonably agreed upon between Landlord and Tenant and shall be subject to the location of the Wireless Carriers and any other regulatory limitations (i.e. FAA, FCC, and other federal, state or local government authorities having jurisdiction over the Communications Facility). Notwithstanding the foregoing, Landlord's use of any Communications Facility and the transmissions from Landlord's equipment at the Leased Premises shall not interfere with those of any Wireless Carrier on the Leased Premises at the time such use is granted, and Landlord's use of the Communications Facility shall be limited to non-commercial use.

25. PAYMENTS/NOTICES. All Rent and other payments due under this Agreement shall be paid to Landlord at its address provided below. All notices required to be delivered under this Agreement shall be in writing and shall be deemed to have been duly given on the date they are delivered (or if delivery is refused, on the date of such refusal) if they are delivered personally or by any nationally recognized overnight mail delivery service, or sent by certified mail return receipt requested, to the following address, in addition to any address provided in Section 22, as applicable:

If to Landlord:

ARCADIA-WELLINGTON
MASTER MARKETING AGREEMENT

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Planning, Zoning and Building Director

With a Copy to:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Purchasing Director

If to Tenant:

Arcadia Infrastructure I, LLC
101 Main Street
Suite 300
Milford, OH 45150
ATTN: Sam Johnston

With a Copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd
Suite 200
Columbus, OH 43215
ATTN: Jason B. Sims, Esq.

Either party may change its address for notice by delivering notice of the change of address in the manner provided above.

26. PAYMENT OF CONTRACTORS. Tenant shall timely pay all contractors performing work on any part of the Leased Premises, whether in connection with the construction of a Communications Facility or otherwise. Prior to commencement of any construction on a Communications Facility, Tenant shall deliver to Landlord payment and performance bonds for the full value of the Work. Such payment and performance bond(s) shall be in compliance with all applicable laws and the form substantially prescribed by Fla. Stat. Section 255.05, and in compliance with the applicable requirements of Sections 255.05(1)(a) and (C), Section 255.05(3) and Section 255.05(6), and shall name Landlord and Tenant as joint obligees on such bonds. The form of such performance bonds shall be approved by Landlord in writing and the surety(ies) that are duly licensed or authorized in the jurisdiction in which the Communications Facility is located to issue bonds or insurance policies for the limits and coverages so required; or, to the extent permissible pursuant to applicable laws, codes and ordinances, and subject to the approval of Landlord, in lieu of Fla. Stat. Section 255.05 bonds, Tenant may provide letters of credit or other security acceptable to Landlord to ensure the performance and payment of the said contractors. If any mechanics'

or materialmen's liens are filed against any interest in the Property for work, labor, services or materials performed or furnished to Tenant, Tenant will discharge or have bonded the liens within ten (10) days after Tenant receives notice of the filing. If Tenant fails to comply with this requirement, Landlord may discharge the lien by paying the amount claimed to be due; and the amount so paid by Landlord, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, will be due and payable to Landlord within ten (10) days of Tenant's receipt of Landlord's invoice (which shall be accompanied by supporting documentation).

27. GENERAL PROVISIONS. This Agreement: (a) is the entire agreement between the parties as it relates to the lease of the Leased Premises and there are no other oral or written representations, conditions or agreements; (b) may not be amended, waived or extended except by a written amendment executed by both parties; (c) is binding upon and inures to the benefit of each of the parties and their permitted successors and assigns; (d) is to be governed, construed and enforced in accordance with laws of the State of Florida, without regard to conflicts of law. Venue for any action arising from this Agreement shall be in the state courts of Palm Beach County, Florida. Each party waives trial by jury as to any action arising from this Agreement. Neither party's failure to insist upon the other party's strict performance of any provision of this Agreement or failure to promptly exercise any right available in connection with this Agreement shall constitute a waiver of any provision or an amendment to this Agreement. Neither party has retained the services of any broker or other real estate sales agent and no commissions are due in connection with this Agreement. Both parties have had the opportunity to review this Agreement with counsel and therefore neither party shall be construed as the "drafter" of this Agreement. The parties have executed this Agreement effective on the Effective Date.

28. RIGHT TO TERMINATE. In addition to any other rights of termination Tenant may have under the terms of this Lease Agreement, Tenant shall have the right to terminate this Agreement with sixty (60) days prior notice to Landlord as follows: (a) Tenant does not obtain, or fails to maintain, as a result of events or occurrences outside of its control, any permits or other approvals required from any governmental authority for the operation of Tenant's business at the Leased Premises; or (b) a material change in government regulations or business makes it impractical, unlawful, or uneconomic for Tenant to continue to operate the Communications Facility at the Leased Premises; or (c) Tenant or its customers are unable to operate their facilities due to the action of the Federal Communications Commission (the "FCC") or by reason of any law, governmental prohibition or other reasons beyond Tenant's control. Upon delivery of such written notice to Landlord, this Agreement shall terminate on the date specified in Tenant's written notice, which shall be at least sixty (60) days after the date set forth on said written notice.

29. LANDLORD'S AUTHORITY. Landlord represents and warrants to Tenant that Landlord has full power, authority, and the legal right to sign and deliver this Agreement without the consent of any other person or entity, including but not limited to any lender holding a security interest in the Leased Premises.

30. TENANT'S AUTHORITY. Tenant represents and warrants to Landlord that Tenant has full power, authority, and the legal right to sign and deliver this Agreement without the consent of any other person or entity.

31. NO OFFER. The submission of this Agreement to Landlord shall not be construed as an offer, and neither party hereto shall have any rights hereunder until both such parties have fully executed this Agreement and delivered an executed copy thereof to the other.

32. MEMORANDUM OF LEASE. Neither party shall record this Agreement. Each party hereto shall, however, upon the request of the other party, execute a short form or memorandum of this Agreement for recording purposes to provide public notice of this Agreement, which short form or memorandum shall be substantially in the form attached hereto as Exhibit E. The party who requests such a short form or memorandum of this Agreement shall pay for any fees charged by the County Clerk's office in connection with such recording.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

LANDLORD:

VILLAGE OF WELLINGTON

A Florida political subdivision

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

ARCADIA INFRASTRUCTURE I, LLC

A Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

[NOTARY ON FOLLOWING PAGE]

STATE OF FLORIDA :
 : SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____, as _____, of the VILLAGE OF WELLINGTON, a municipal corporation existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(Notary Seal)

STATE OF _____ :
 : SS
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ARCADIA-WELLINGTON
MASTER MARKETING AGREEMENT

Notary Public
My Commission Expires:

(Notary Seal)

Exhibit A

LEGAL DESCRIPTION OF PROPERTY, RIGHT-OF-WAY AND EASEMENT

Exhibit B

SITE PLAN

Exhibit C

SURVEY

To be attached hereto.

Exhibit D

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement (this "Agreement") is dated the __ day of _____, 202__, and is made by and between _____ a(n) _____ ("Lender"), having an address of _____ of _____, and _____, a _____ limited liability company ("Tenant"), having an address of _____.

WITNESETH:

WHEREAS, Tenant is the grantee of an option (the "Option") to lease certain premises (the "Leased Premises") located within the property more particularly described on **Exhibit A** attached hereto (the "Real Property"), pursuant to that certain Option and Lease Agreement, dated _____, 202__, as the same may be extended, amended, modified, or revised from time to time (the "Lease"), by and between _____ ("Landlord") and Tenant, as evidenced by a Memorandum of Option and Lease Agreement, dated _____, 202__, recorded in _____, Page _____ in the records of the _____ of _____ County, _____;

WHEREAS, Lender has made a mortgage loan to Landlord encumbering the Real Property pursuant to a(n) _____, dated _____, _____ and recorded in _____, Page _____ in the records of the _____ of _____ County, _____ and other loan documents evidencing or securing the subject loan and as any of the same may be extended, amended, modified, or revised from time to time (collectively, the "Mortgage Documents"), and the parties desire to set forth their agreements with respect to the Mortgage Documents herein;

WHEREAS, Tenant desires to be assured of its rights under the Lease and, if the Option is exercised, its continued occupancy of the Leased Premises under the terms of the Lease and subject to the terms of this Agreement in the event Lender takes possession of the Leased Premises pursuant to the Mortgage Documents.

NOW, THEREFORE, in consideration of the Leased Premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. So long as the Lease has not expired or been terminated, Tenant's rights and privileges under the Lease shall not be diminished, disturbed, or modified by Lender in the exercise of any of Lender's rights under the Mortgage Documents during the term of the Option or, if applicable, the Lease, or any extension or renewal thereof. So long as, at the time of any foreclosure proceedings under the Mortgage Documents, deed in lieu of foreclosure or any other proceeding to terminate Landlord's interest in the Real Property, Tenant is not then in default beyond any applicable notice and cure period in the payment of rent or in the performance of any of the material terms, covenants or conditions of the Lease on Tenant's part to be performed: (i) if the Option is exercised, Tenant's possession of the Leased Premises and, whether or not the Option is exercised, Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be terminated, disturbed or interfered with by Lender in the exercise of any of its rights under the Mortgage Documents; (ii) if the Option is exercised, Tenant's occupancy of the Leased Premises shall not be disturbed by Lender in the exercise of any of Lender's rights under the Mortgage Documents during the term of the Lease or any such extensions or renewals thereof; and (iii) Lender will not join or name Tenant as a party in any action or proceeding under the Mortgage Documents or for the purpose of terminating Tenant's interest and estate under the Lease.

2. In the event of foreclosure proceedings and the sale of the Leased Premises, or if Lender should otherwise acquire possession of the Leased Premises, if applicable, Tenant shall attorn to the purchaser after such taking of possession of the Leased Premises, or to Lender, as the case may be, and shall recognize such purchaser or Lender as Tenant's landlord under the Lease. From time to time, upon the request of the purchaser at foreclosure or the Lender, as the case may be, Tenant shall execute and deliver any instrument specified in such request to evidence such attornment.

3. In the event Lender or a purchaser at foreclosure takes possession of the Leased Premises as specified in paragraph 2 hereof, the Lease shall continue in full force and effect as a direct agreement between Tenant and said purchaser or Lender, as the case may be, subject to all of the terms and conditions under the Lease, and Lender or such purchaser at foreclosure, as the case may be, shall assume the obligations of Landlord under the Lease and shall be bound to Tenant under all of the terms, covenants and conditions of the Lease except, that such purchaser or Lender, as the case may be, shall not:

- a) be liable for any act or omission of any prior lessor (including Landlord) or;
- b) be bound by any prepayment of more than one (1) month's rent unless such prepayment shall have been approved by Lender.

4. Lender understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage Documents, Lender shall acquire no interest in any towers, anchors, buildings, guy wires, equipment or other property installed by Tenant on the Leased Premises.

5. Notwithstanding anything in the Mortgage Documents to the contrary, any and all insurance proceeds payable with respect to property damage at the Leased Premises shall be payable to

Tenant and any other insurance proceeds payable as a result of property damage at the Real Property shall be payable in accordance with the Mortgage Documents. Notwithstanding anything in the Mortgage Documents to the contrary, if any part or all of the Leased Premises is condemned or taken for any public or quasi-public use, Tenant shall receive the award allocable to the Leased Premises, the Tower, all improvements installed or erected on the Leased Premises by the Tenant or any licensees or lessees of the Tenant and any other amounts separately awarded to the Tenant in its own right. Any portion of the condemnation award not due Tenant shall be payable in accordance with the Mortgage Documents.

6. Except as otherwise specifically set forth herein, nothing contained in this Agreement is intended to, nor shall it, abridge, modify, or adversely affect any right of Tenant or obligation of Landlord under the Lease.

7. This Agreement contains the entire understanding between Lender and Tenant and may not be changed except by an instrument signed by all parties hereto.

8. All notices, approvals, consents, and other communications referred to herein shall be in writing and sent by certified mail, return receipt requested, addressed to the parties at their addresses as set forth herein or to such other address as either party shall by notice to the other request.

9. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, [any person who acquires Tenant's interest under the Lease pursuant to a foreclosure of such person's mortgage, deed of trust or other security instrument encumbering Tenant's estate in the Lease, and] any assignee of the Lease.

10. Any extensions, amendments, modifications, or revisions to the Option, Lease, or Mortgage Documents do not require the consent of Lender or Tenant.

(Rest of Page Intentionally Left Blank)

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

LENDER:

_____, a(n)

By: _____

Name: _____

Title: _____

(BANK SEAL)

STATE OF _____)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification Driver’s License # _____ or (other identification) (describe) _____.

(Signatures Continued on Next Page)

TENANT:

_____, a(n)

By: _____

Name: _____

Title: _____

STATE OF _____)

)ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ as _____(INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

This instrument prepared by
and after recording return to:

[Name & Address of Person Preparing]

Exhibit E

MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this "Memorandum") is made to be effective as of _____, 202__ by and between _____, a(n) _____ ("Landlord"), and _____, a _____ limited liability company ("Tenant").

WITNESSETH:

Whereas, Landlord and Tenant have entered into that certain Option and Lease Agreement, dated _____, 202__ (the "Lease"); and

Whereas, this Memorandum is made pursuant to the terms and conditions of the Lease, the rent and other terms and conditions of which are incorporated herein by reference; and

Whereas, Landlord owns certain real property commonly described as _____ and more fully described on the legal description attached hereto as **Exhibit A** (the "Property"); and

Whereas, under the terms of the Lease, Landlord granted to Tenant an option to lease (the "Option") a portion of the Property (the "Leased Premises") generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with a right-of-way across that portion of the Property which is depicted on the Site Plan (the "Right-of-Way") for the purposes of unrestricted ingress and egress to the Leased Premises to properly construct, install, maintain, operate and service the Communication Facility (as defined in the Lease) located thereon and to conduct its business on the Leased Premises and an easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Tower Asset (the "Easement"); and

Whereas, under the terms of the Lease, Landlord also granted Tenant a right of first refusal to meet any bona fide offer of sale or transfer of the Landlord's rights under the Lease or the Rents payable thereunder now or in the future pursuant to the Lease (the "Right of First Refusal"); and

Whereas, the Tenant shall be the owner of the Communication Facility; and

Whereas, it is the intention of Landlord and Tenant that this Memorandum be filed of record in the Official Records of Palm Beach County, Florida, to give notice of the Option and, if the Option is exercised, Tenant's leasehold estate under the Lease in and to the Leased Premises and of the Right-of-Way and Easement and Tenant's Right of First Refusal.

Now, Therefore, Landlord and Tenant execute this Memorandum to provide notice of the following:

1. Term of Option. The term of the Option is one (1) year commencing on _____, 202__, and may be renewed by Tenant for an additional six (6) months in accordance with the terms of the Lease.

2. Term of Lease. In the event that the Option is exercised in accordance with the Lease, the term of the Lease shall be five (5) years, commencing on the date on which Tenant commences construction activity on the Leased Premises, and may be renewed nine (9) times for an additional five (5) years as to each renewal term, subject to paragraph 5 of the Option and Lease Agreement.

3. Right of First Refusal. The Tenant has the right of first refusal with respect to any sale by Landlord of its rights under the Lease or the assignment of Rents payable thereunder to any third party.

4. Addresses. All notices or requests for information shall be given to Landlord and/or Tenant at the following addresses:

If to Landlord:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Planning, Zoning and Building Director

With a Copy to:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414
ATTN: Purchasing Director

If to Tenant:

Arcadia Infrastructure I, LLC
101 Main Street
Suite 300
Milford, OH 45150
ATTN: Sam Johnston

ARCADIA-WELLINGTON
MASTER MARKETING AGREEMENT

)

With a Copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd
Suite 200
Columbus, OH 43215
ATTN: Jason B. Sims, Esq.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum to be executed as of the day and year first above written.

TENANT:

_____, a(n)

By: _____

Name: _____

Its: _____

STATE OF _____)

)ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public

Commission Expires: _____

(Signatures Continued On Next Page)

LANDLORD:

_____, a(n)

By: _____
Name: _____
Its: _____

STATE OF _____)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ and _____, as _____ and _____, respectively, of the VILLAGE OF WELLINGTON, a municipal corporation existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public
Commission Expires: _____

This instrument prepared by
and after recording return to:

[Name & Address of Person Preparing]

EXHIBIT F

Site Specific Rules, Regulations & Safety Procedures