

Prepared by, and after recording, return to:

DAVIS, PICKREN, SEYDEL & SNEED, LLP  
2300 Marquis Two Tower  
285 Peachtree Center Avenue, N.E.  
Atlanta, Georgia 30303  
(404) 588-0505  
Attn: J. Rutherford Seydel, II, Esq.

Cross Reference: Deed Book 1576 Page 0163  
Jackson County, Florida

STATE OF FLORIDA

JACKSON COUNTY

---

### MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into of this 5 day of May, 2021, by and between Edward J. Cambre, Sr. and his wife, Judith Byars-Cambre, a married couple with an address of 2441 Reedy Creek Road, Alford, FL 32420 ("**Landlord**") and Municipal Communications II, a Delaware limited liability company with an address of 3945 Piedmont Road NE, Suite 411, Atlanta, GA 30305 ("**Tenant**").

WHEREAS, Landlord and Value Concepts, Inc., a Georgia corporation with an address of 1790 Atkinson Road, Suite D100, Lawrenceville, GA 30043 ("**Original Tenant**") entered in to that certain Land Option and Lease Agreement ("**Agreement**") dated effective as of February 16, 2017, wherein Landlord owns that certain real property located in Jackson County, Florida, more particularly described on Exhibit "A" attached hereto ("**Property**") of which Landlord leased to Tenant a part of such Property more particularly described on Exhibit "B" ("**Leased Premises**") on and subject to the terms contained in said Agreement.

WHEREAS, Original Tenant assigned the Agreement to Municipal Communications, LLC, a Georgia limited liability company with a mailing address of 3945 Piedmont Road NE, Suite 411, Atlanta, GA 30305 ("**Municipal**"), and Municipal accepted the assignment and assumed all obligations under the Agreement pursuant to the Assignment and Assumption of Land Option and Lease Agreement dated effective as of September 28, 2017;

WHEREAS, Municipal exercised its option to lease a parcel of the Property by delivery of written notice pursuant to the Agreement on February 14, 2018;

WHEREAS, Municipal transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, Municipal Bay, LLC, a Delaware limited liability company on or around January 30, 2018, with such Memorandum of Assignment recorded in the Official records of Jackson County, Florida in Book 1576, Page 0163;

WHEREAS, Municipal Bay, LLC transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, MB SPV, LLC, a Delaware limited liability company, on or around September 19, 2018;

WHEREAS, MB SPV, LLC transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, Tenant, on or around September 26, 2018;

WHEREAS, the parties agreed to execute this Memorandum of Lease to provide notice to any third parties dealing with the Leased Premises or Property of Tenant's interest in same and its other rights under the Agreement, such interest and rights to extend through the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have executed this Memorandum of Lease in order that third parties will have notice of Tenant's interest in the Property and other rights under the Agreement as follows:

1. The Agreement shall be for an initial period of five (5) years, beginning on the Commencement Date. The Agreement shall automatically renew for seven (7) additional and successive five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate pursuant to the agreement.

2. The Effective Date of the Agreement, of which this is a memorandum, is February 16, 2017.

3. Landlord has further granted to Tenant, for the initial term and any renewal term, non-exclusive, perpetual right-of-way easement for ingress, egress, and utilities over the Property, with all such easements being more particularly described in Exhibit "B" attached hereto.

4. If the Landlord sells or transfers its interest in the rent and other amounts set forth in the Agreement, such sale, transfer or grant of interest shall be under and subject to the Agreement and any such purchaser or transferee shall recognize Tenant's right hereunder under this term of the Agreement.

5. Landlord recognizes and agrees that neither it nor any such third party shall use the any remaining portion of the Property or any portion of Landlord's other surrounding property in a manner that (i) causes interference with the tower and/or related Tenant facilities or the equipment or operations of any third party occupying or otherwise using the tower or related Tenant facilities or (ii) causes flooding of the Leased Premises.

6. This Memorandum of Lease describes only selected provisions of the Agreement and reference must be made to the text of the Agreement for the full terms and conditions. This

Memorandum of Lease shall not in any way amend or supersede the terms and conditions of the Agreement. In the event of a conflict between this Memorandum of Lease and the actual Agreement, the Agreement shall prevail. Except as otherwise set forth herein, all capitalized terms shall have the meanings set forth in the Agreement. Interested third parties may inquire about the Agreement by contacting either Landlord or Tenant at the addresses specified above.

**[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written or consented to and ratified same as if executed on such date.

Witnessed by:

Tempera Watson  
Tempera Watson  
Print

Dawn M. Carr  
Dawn M. Carr  
Print

LANDLORD:

By: Edward J. Cambre, Sr.  
Edward J. Cambre, Sr.

Witnessed by:

Tempera Watson  
Tempera Watson  
Print

Dawn M. Carr  
Dawn M. Carr  
Print

By: Judith Byars-Cambre  
Judith Byars-Cambre

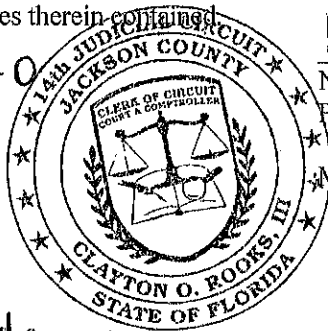
*Tenant signature continues on following page*

GRANTOR ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Jackson

On the 5<sup>th</sup> day of May, 2021 before me personally appeared Edward J. Cambre, Sr. who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

FL DL# 461-0



Dawn M. Carr

Notary Public

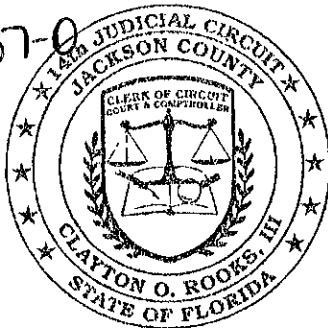
Print Name: Dawn M. Carr

My Commission Expires: 12/31/24

STATE OF Florida  
COUNTY OF Jackson

On the 5<sup>th</sup> day of May, 2021 before me personally appeared Judith Byars-Cambre who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

FL DL# 687-0



Dawn M. Carr

Notary Public

Print Name: Dawn M. Carr

My Commission Expires: 12/31/24

Witnessed by:

Hear

Harris Corry  
Print

Wendy Corry

Wendy Corry  
Print

**TENANT:**

Municipal Communications II, LLC, a Delaware limited liability company

By: P.R. Corry

Print: Peter R. Corry, Sr.

Title: Manager

**Tenant Address:**

Municipal Communications II, LLC  
Eleven Piedmont Center  
3495 Piedmont Road  
Suite 411  
Atlanta, GA 30305  
Attn: Peter R. Corry, Sr.

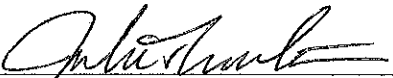
**With Copies of All Tenant Notices To:**

Davis, Pickren, Seydel & Sneed, LLP  
285 Peachtree Center Avenue  
Suite 2300  
Atlanta, GA 30303  
Attn: J. Rutherford Seydel, II

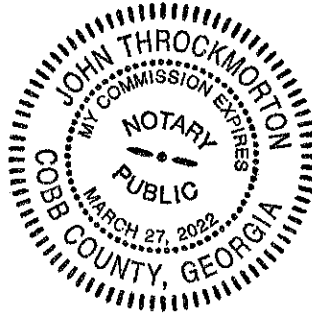
**GRANTEE ACKNOWLEDGMENT**

STATE OF GEORGIA                    )  
COUNTY OF FULTON                )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared **PETER R. CORRY, SR.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Municipal Communications II, LLC, the within named bargainer, a company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

  
Notary Public  
Print Name: JOHN THROCKMORTON

My Commission Expires: 3/27/2022



**EXHIBIT "A"**

**PROPERTY**

All that part of the SE 1/4 of the SW 1/4 of Section 13, and all that part of NE 1/4 of NW 1/4 of Section 24, Township 3 North, Range 12 West, lying South of Reedy Creek Road and West of St. Andrews Bay Railroad.

Parcel Identification Number: 24-3N-12-0000-0200-0000

Together with:

East Half of South Half of Southwest Quarter of Southwest Quarter, less County Road,  
lying and  
being in Ward 4 of Section 13, Township 3 North, Range 12 West, located in the Town of  
Round Lake,  
Florida, as per plat recorded in the Office of the Clerk of the Circuit Court of Jackson  
County, Florida.



**EXHIBIT "B"**

**LEASED PREMISES**

All that tract or parcel of land, lying and being in the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 3 North, Range 12 West, Jackson County, Florida and being more particularly described as follows:

To find the point of beginning, COMMENCE at a  $\frac{1}{2}$ -inch rebar with a cap bearing the certification LB7476 found at the southwest corner of the northwest  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of Section 24, thence run along a tie line, North  $39^{\circ}37'43''$  East, 147.44 feet to a point; thence, North  $56^{\circ}10'26''$  East, 156.39 feet to a point; thence, North  $54^{\circ}58'16''$  West, 30.66 feet to a point and the true POINT OF BEGINNING; Thence running, North  $35^{\circ}01'44''$  East, 100.00 feet to a point; Thence, South  $54^{\circ}58'16''$  East, 100.00 feet to a point; Thence, South  $35^{\circ}01'44''$  West, 100.00 feet to a point; Thence, North  $54^{\circ}58'16''$  West, 100.00 feet to a point and the true POINT OF BEGINNING.