

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of 4/29/21, (the "Effective Date") between Triplett Family Limited Partnership ("Lessor"), a Minnesota Limited Partnership, and SQF, LLC ("SQF") a Delaware limited liability company. Lessor and SQF are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Lessor owns certain real property located in the Township of Southside in the county of Wright in the State of Minnesota (the "Property") that is more particularly described or depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lessor is willing to enter into a lease to SQF and SQF is willing to lease from Lessor, on the terms hereinafter set forth, a portion of the Property, more particularly described and depicted in Exhibit B attached hereto and made a part hereof (the "Premises"),

NOW THEREFORE, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES.

- a. Lessor hereby leases to SQF and SQF hereby leases from Lessor for the Term (as defined herein), subject to the terms and conditions of this Lease, the Premises, comprised of a portion of the Property measuring approximately Ten Thousand square feet (10,000 SF), together with an unrestricted access easement from the existing gravel access road on the east side of the Premises for SQF's use, as described on the attached Exhibit B ("Access Easement").

2. USE.

- a. The Premises are being leased for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. This use may include, but is not limited to, construction, operation, modification and maintenance thereon of a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Facility").
- b. Beginning on the Effective Date, Lessor, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Premises or any property within a two (2) mile radius of the Premises: (a) for any of the uses contemplated in Section 2(a) herein; or (b) if such lease, license, or easement would detrimentally impact SQF's communications Facilities, or the use thereof. Lessor shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Lessor within a two (2) mile radius of the Premises, except for towers constructed by SQF.
- c. SQF shall be entitled to sublease and/or sublicense the Premises and/or the Facility, including any communications tower located thereon.
- d. Beginning on the Effective Date and at all times during the term of this Lease, SQF, and its guests, agents, customers, lessees, and assigns shall have, in addition to the unrestricted, non-exclusive Access Easement, an easement seven (7) days a week, twenty four (24) hours a

day, over the east half of the Property for the purpose of installation, operation and maintenance of the Facility, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises as depicted in Exhibit B ("Easement"). SQF may partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for SQF's safe and efficient use and enjoyment of the easement for the purposes described above.

- e. SQF shall have the right to make any improvement, alteration or modification to the Premises as deemed appropriate by SQF. SQF shall have the right to clear the Premises of any trees, vegetation or undergrowth which, in SQF's sole opinion, interferes with SQF's use of the Premises for the intended purposes. SQF shall have the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Facility or Premises.
- f. Lessor covenants that SQF, upon paying the Rent and performing the covenants in this Lease shall peaceably and quietly have, hold and enjoy the Premises.

3. TERM.

- a. This Agreement shall be effective as of the date of execution by both Parties.
- b. The term of this Lease (the "Term") shall commence on the date SQF begins construction at the Premises (the "Commencement Date") which date shall be confirmed in writing from SQF to Lessor. Unless extended or sooner terminated as herein provided, the Term shall be for a period of five (5) years following the Commencement Date (the "Initial Term").
- c. SQF shall have the option to extend the Term of this lease for six (6) consecutive additional periods of five (5) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless SQF delivers notice to Lessor of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.
- d. Should SQF or any assignee, sublessee or licensee of SQF hold over at the Premises or any part thereof after the expiration of the Term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, and the applicable Base Rent as computed under Paragraph 4b shall be increased by 200% for the duration of the holdover period, otherwise the same terms and conditions as set forth in this Lease apply.

4. RENT.

- a. SQF shall pay rent to Lessor, beginning on the first day of the month following the Commencement Date, and each month for the duration of the Term, a rental payment of Nine Hundred and Fifty Dollars (\$950.00) (the "Base Rent").
- b. For each Renewal Term, the Base Rent shall increase by Ten Percent (10%).

5. TAXES.

SQF acknowledges that any taxes due and owing on the Facility or any of SQF's equipment shall not be the responsibility of Lessor and shall be paid directly by SQF. SQF is responsible for any increase in taxes owed on the Property attributable to the Facility. Should taxes currently deferred pursuant to Minnesota Statutes section 273.111, the Green Acres Program, become due or owing on the Property due to the Facility's presence or operation on the Property, SQF shall be responsible for said payment of deferred tax. SQF shall have the right, at its sole option and at its

sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which SQF is wholly or partly responsible for payment. Lessor shall pay when due all real estate taxes and other taxes and all other fees and assessments attributable to the Property or to the Premises. In the event that Lessor fails to pay when due any taxes affecting the Property, Premises or any related easement, SQF shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by SQF on Lessor's behalf from future installments of Rent and/or Additional Rent.

6. APPLICABLE LAWS.

During the Term, Lessor shall maintain the Property and Facility in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") except as to conditions created by SQF. SQF shall, in respect to the condition of the Premises and at SQF's sole cost and expense, comply with (a) all Laws relating solely to SQF's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by SQF on the Premises. SQF shall indemnify, defend, and hold Lessor harmless for any claims arising from any SQF violation of the Laws on the Property.

7. ACCESS AND UTILITIES.

Lessor, its successors and assigns, grants and conveys to SQF, its customers, employees, agents, invitees, successors and assigns the Access Easement, as defined above, as well as the Easement, as defined above, for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across, and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth as depicted in Exhibit B. The rights granted to SQF herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for SQF's safe and efficient use and enjoyment of the Easements for the purposes described above.

8. EQUIPMENT, FIXTURES AND SIGNS.

All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of SQF and/or its subtenants and licensees. SQF or its subtenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as SQF may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of SQF or its subtenants and licensees. At any time during the term of this Lease and within a reasonable time after termination hereof, SQF or its subtenants and licensees shall have the right, but not the obligation, to remove their equipment, structures, fixtures, signs and personal property from the Premises. Upon termination or expiration of this Lease, SQF shall remove the tower and any and all of its other property located upon the Premises, excepting the foundation, and will restore the Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

9. ASSIGNMENT AND SUBLEASE.

- a. SQF may assign this Lease to any person or entity at any time with the prior written consent of Lessor, which shall not be unreasonably withheld. After delivery by SQF to Lessor of an instrument of assumption by an assignee that assumes all of the obligations of SQF under the Lease, SQF will be relieved of all liability hereunder. SQF shall be entitled to sublease or grant licenses to use the Premises and/or the tower or any structure or equipment on the Premises without the prior written consent of the Lessor, but no such sublease or license shall relive or release SQF from its obligations under the Lease. Lessor may assign this Lease, in whole or in part, including the right to receive rent payments, to any person or entity who or which acquires fee title to the Premises and/or who or which agrees to be subject to and bound by all provisions of this Lease, provided that such assignment complies with the requirements of Sections 15 and 22 herein. Except for the foregoing, assignment of this Lease by Lessor must be approved by SQF, such approval shall not be unreasonably withheld.

10. TERMINATION.

Notwithstanding any other termination rights available to SQF under this Lease, SQF, in its sole and absolute discretion, shall have the right to terminate this Lease with ninety (90) days prior written notice to Lessor.

11. WARRANTIES AND REPRESENTATIONS.

- a. Lessor warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to SQF, in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the term set out herein.
- b. Lessor shall promptly pay all taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto and shall protect and indemnify SQF for any lack of such payment. SQF shall promptly pay all taxes it is responsible for under Section 5 and shall protect and indemnify Lessor for any lack of such payment. Lessor shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If either Party fails to make any payments required under this Lease, such as the payment of taxes and assessments, or breaches any other obligation or covenant under this Lease, either Party may (without obligation), after providing ten (10) days written notice to the other Party, make such payment or perform such obligation on their behalf. The full amount of any costs so incurred by the non-breaching Party (including any attorneys' fees incurred in connection with the non-breaching Party's performing such obligation) shall be paid by the breaching Party to the non-breaching Party with interest at the rate of nine percent (9%) per annum thereon.
- c. Lessor does hereby authorize SQF and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such applications and/or the satisfaction of any

requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. SQF agrees to indemnify, defend, and hold Lessor harmless from any claims arising from such cooperation.

- d. Lessor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Lessor shall cooperate with SQF in any effort by SQF to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Lessor agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for SQF to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.
- e. To the best of Lessor's actual knowledge, Lessor has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Lessor regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Lessor and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous substances, materials, or wastes have been placed, stored, disposed, or discharged on, under or about the Premises by Lessor or, to the actual knowledge of Lessor, by any prior owner or user of the Premises, or any other person. To the actual knowledge of Lessor, there has been no release of or contamination by hazardous materials, substances or wastes on the Premises. Lessor represents and warrants that SQF shall not be liable for any hazardous materials, substances, or wastes located on, under, or about the Premises prior to SQF's occupancy of the Premises, and SQF shall not be liable for any violation of environmental law related to the Premises occurring or existing prior to SQF's occupancy of the Premises. SQF and its assigns and successors, shall not cause any hazardous materials, substances, or wastes to be present on the Property, nor shall it cause any condition on the Property that would place the Property out of compliance with all applicable environmental, health, and safety laws. SQF and its assigns and successors represent and warrants that Lessor shall not be liable for any hazardous materials, substances, or wastes that SQF has created on or caused to be on the Property.
- f. To the best of Lessor's actual knowledge, all utilities required for the operation of the Facilities and SQF's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. To the best of Lessor's actual, knowledge all utilities are installed and operating, and all installation and connection charges have been paid in full.
- g. Lessor has no actual knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.
- h. To the best of Lessor's actual knowledge, the Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the Property is provided by paved public right-of-way with adequate curb cuts available.
- i. With respect to the Premises, except as disclosed in writing to SQF prior to the execution hereof; there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Lessor) in possession of the Premises.

12. INDEMNITY.

Each Party shall indemnify and hold the other harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of (i) the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents; or (ii) any material breach of any obligation, covenants, or warranties contained in this Lease. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and defense thereof, including reasonable attorneys' fees.

13. WAIVERS.

- a. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the tower facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Lessor will not assert any claim whatsoever against SQF for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises and Facilities by SQF.
- b. With the exception of indemnity claims subject to Sections 11, 12, and other applicable Sections, this Lease, each Party hereto waives any and all claims against the other for any loss, cost, damage, expense, injury or other liability which is the nature of indirect, special, incidental, punitive or consequential damage which are suffered or incurred as the result of, arise out of, or are in any way connected to the performance of obligations under this Lease.

14. INSURANCE.

- a. SQF shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000, with Lessor listed as an additional insured. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of SQF and its corporate affiliates. All insurance policies required to be maintained by SQF hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Lessor. SQF shall evidence such insurance coverage by delivering to Lessor, if requested, a copy of all such policies or, at SQF's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
- b. Lessor shall carry, at no cost to SQF, general property fire, hazard and casualty insurance appropriate for Lessor's improvements on Lessor's Property, and in such amounts to cause the replacement/restoration of the Property (excluding SQF's improvements and personal property) in the event of casualty.

15. RIGHT OF FIRST REFUSAL.

If after the Effective Date of this Lease, Lessor receives a bona fide arm's length offer, that Lessor is willing to accept, from any third party to purchase (in whole or in part) (i) Lessor's interest under this Lease; (ii) Lessor's rights to receive rents under the terms of this Lease; (iii) the Premises, and/or to purchase an easement or any other interest in the land underneath the Premises or underneath areas of access and or utility service to the Premises, (the "Purchase Offer"), the Lessor shall serve a notice (the "Transfer Notice") upon SQF. The forgoing rights, interest, and property described in (i), (ii), and (iii), herein shall collectively be referred to as the "Interest". The Transfer Notice shall set forth the exact terms of the Purchase Offer so received,

together with a copy of such offer, and shall state the Lessor's desire to sell the Interest on such terms and conditions. Thereafter, the SQF shall have the right of first refusal ("Right of First Refusal") and option to so lease or purchase the same. If SQF desires to exercise its option to purchase the Interest, it shall give notice (the "Counter Notice") to that effect to the Lessor within fifteen (15) days after receipt of the Transfer Notice by SQF. The closing of the purchase and sale of the Interest pursuant to this option shall occur at the time set forth in the Purchase Offer, provided that SQF shall not be required to close before the fifteenth (15th) day following the date of the Counter Notice. SQF's failure to give a timely Counter Notice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Purchase Offer or and future Purchase Offers.

16. FORCE MAJEURE.

The time for performance by Lessor or SQF of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, and any other cause not within the control of Lessor or SQF, as the case may be.

17. CONDEMNATION.

Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, Lessor shall be entitled to receive all compensation and damages from the condemning authority for the real estate. SQF shall be entitled to any and all claims for damages arising from the loss of SQF's improvements, loss of revenue, relocation costs or inability to relocate, or value of its leasehold lost due to such taking.

18. DEFAULT.

- a. In the event there is a material breach by a Party with respect to any of the provisions of this Lease or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach.
- b. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such period extended as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- c. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this paragraph.
- d. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessor fails, within thirty (30) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with SQF's ability to use the Premises or Facilities; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. REMEDIES.

- a. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may

terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located including the remedy of forcible entry and detainer (eviction).

- b. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such enforcement action by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore.

20. DISPUTE RESOLUTION.

All controversies and claims arising under or relating to this Lease are to be resolved by arbitration in accordance with the expedited rules of the American Arbitration Association. The arbitration is to be conducted in Minnesota. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

21. PRIOR AGREEMENTS.

The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

22. LENDER'S CONTINUATION RIGHTS.

During the term of this Lease, Lessor covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises (each, an "Encumbrance") without the prior written consent of SQF; provided, however, that it is expressly agreed and understood that Lessor may subject its interest in the Premises to a first mortgage lien if its lender shall agree for itself and its successors and assigns, by written instrument in form and substance reasonably satisfactory to SQF: (1) to be bound by the terms of this Lease; (2) not to disturb SQF's or its subtenants' or sublicensees' use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as SQF is not in default hereunder; and (3) not to join SQF or its subtenants or sublicensees as a party defendant in any such foreclosure proceeding that may be commenced. With regard to any existing Encumbrance, Lessor covenants and agrees that, upon the request of SQF, it shall use its best efforts to cause the holder thereof to execute a customary Subordination Non-disturbance and Attornment Agreement providing to SQF the rights afforded to SQF above with regard to future first mortgage liens.

23. NOTICES.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to parties at the address below, or to such other address that a party below may provide from time to time:

If to SQF:

SQF, LLC

SQF Site: MN_127_Pittman

ATTN: Joshua Broder
16 Middle Street, 4th Floor
Portland, ME 04101

With an electronic copy to: SQFNotifications@tilsontech.com

If to Lessor:

Triplett Family LP
ATTN: Wayne D. Triplett
8334 10th Street NW
Annandale, MN 55302-2600

With an electronic copy to: Wayne.D.Triplett@gmail.com; aripple@rinkenoonan.com; and
oleyrer@rinkenoonan.com

24. SEVERABILITY.

If any provision of this Lease is determined to be invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force and effect provided the essential terms of this Lease for each party remain valid, binding, and enforceable.

25. COUNTERPARTS.

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Lease. The exchange of signature pages by facsimile or PDF transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

26. MISCELLANEOUS.

- a. Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- b. All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- c. Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- d. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.
- e. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- f. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- g. The descriptive headings of the Articles, Sections, and subsections of this Lease are for convenience only, do not constitute a part of this Lease, and do not affect this Lease's construction or interpretation.

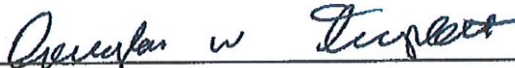
SQF Site: MN_127_Pittman

- h. Both parties agree to sign and have notarized a separate short-form Memorandum of this Lease to be recorded. An example of the short-form Memorandum of the Lease is shown in Exhibit C attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement as of the date first above written.

LESSOR:

Triplett Family Limited Partnership,
a Minnesota Limited Partnership

BY: 

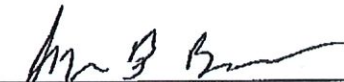
Print Name: Douglas W. Triplett

Its: General Partner

Date: 4-16-21

LESSEE:

SQF, LLC, a
Delaware limited liability company

BY: 

Print Name: Joshua Broder

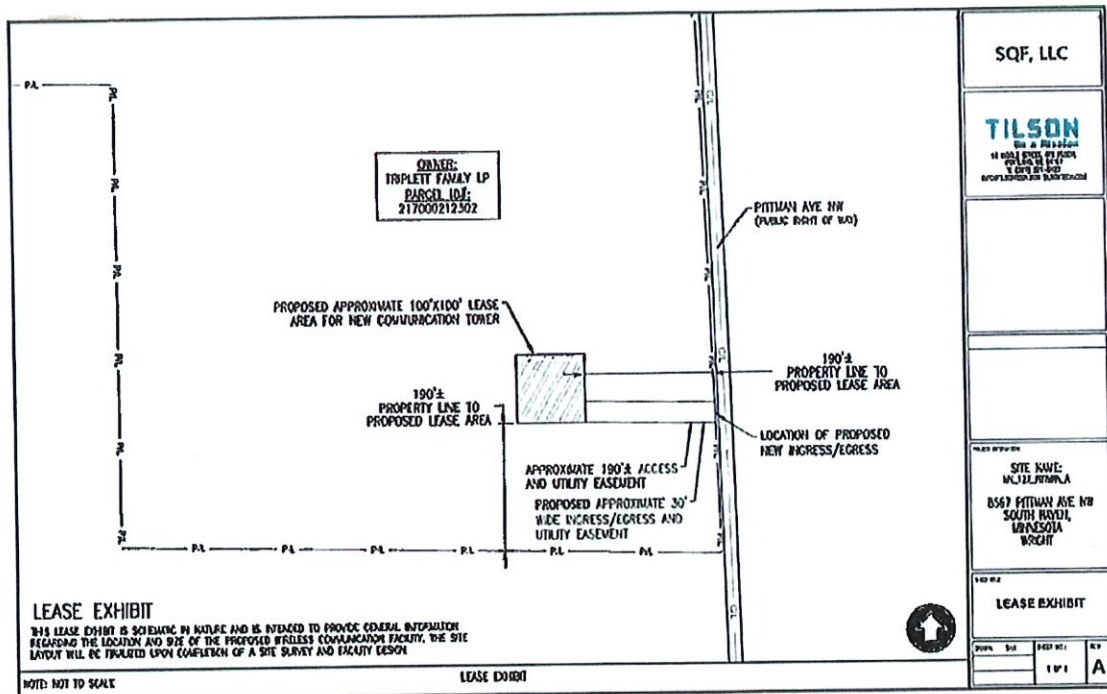
Its: President

Date: 4/21/21

EXHIBIT A
The Property

The Northwest Quarter of the Northwest Quarter of Section 21, Township 121, Range 28, Wright County, Minnesota, together with that part of the South Half of said Northwest Quarter, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North 02° 27' 37" West, assumed bearing, along the West line of said Northwest Quarter, a distance of 364.48 feet; thence North 87° 32' 23" East, a distance of 465 feet; thence North 02° 27' 37" West, a distance of 494.38 feet to the actual Point of Beginning of the land to be described; thence South 89° 24' 19" East, a distance of 1257.58 feet; thence South 02° 29' 34" East, a distance of 683.12 feet to intersect with the North line of the South 200 feet of said South Half, as measured at right angles to the South line thereof; thence South 89° 24' 53" East along said North line, a distance of 912.44 feet to the East line of said South Half; thence North 02° 31' 30" West along said East line, a distance of 1093.60 feet to the Northeast corner of said South Half; thence North 89° 24' 19" West along the North line of said South Half, a distance of 2169.17 feet to intersect a line that bears North 02° 27' 37" West from the Point of Beginning; thence South 02° 27' 37" East, a distance of 410.57 feet to the Point of Beginning.

EXHIBIT B
The Premises



SQF Site: MN_127_Pittman

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by SQF.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

After recording, please return to:

SQF, LLC
16 Middle Street, 4th Floor
Portland, ME 04101

Property Information:

Address: 8567 Pittman Avenue NW
Section: 21
Twp: 121
Range: 28
County: Wright

MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease Agreement (the "Lease") between Triplett Family LP, a Minnesota limited partnership, ("Lessor"), whose address is 8334 10th Street NW, Annandale MN 55302-2600, and SQF, LLC a Delaware limited liability company, whose mailing address is 16 Middle Street, 4th Floor, Portland, ME 04101 ("SQF") for a portion of the real property owned by Lessor (the "Property"), as described in Exhibit A attached hereto and made a part hereof. The portion of the property that is leased by SQF ("Premises") is more particularly described on Exhibit B attached hereto and made a part hereof. The Lease is effective as of the date of execution of both Parties (the "Effective Date").

Lessor ratifies, restates and confirms the Lease. The term of this Lease commences on the date SQF begins construction at the Premises (the "Commencement Date") which date shall be confirmed in writing from SQF to Lessor. The Lease of the Premises is for an initial term of five (5) years and contains six (6) renewal options, each for an additional five (5) years. The Lease further provides:

1. Lessor will attorn to any leasehold mortgagee of SQF and will subordinate any Lessor's lien to the liens of SQF's leasehold mortgagee;
2. The Lease restricts Lessor's ability to utilize, or allow the utilization of property within 2 miles of the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by SQF for leased uses only, including, without limitation, erecting, installing, operating and maintaining communications towers, buildings, and equipment;
4. SQF is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and
5. Under certain circumstances, SQF has a right of first refusal to acquire the Premises from Lessor.

SQF Site: MN_127_Pittman

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LESSOR:

Triplett Family LP, a Minnesota limited partnership

By: _____

Name/Title: _____

Date: _____

SQF, LLC, a
Delaware limited liability company

By: _____

Name/Title: Joshua Broder, President

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

SQF Site: MN_127_Pittman

Notary Public
My Commission Expires:

SQF ACKNOWLEDGEMENT

STATE OF MAINE)
) ss.:
COUNTY OF CUMBERLAND)

On this ____ day of _____, 2020 before me personally appeared Joshua Broder, the President of SQF, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this ____ day of _____, 2021.

Notary Public
My Commission Expires: