

SITE AGREEMENT

This Site Agreement (this "Agreement") is entered into as of the date that both Landlord and Tenant (both as defined below) have executed this Agreement (the "Effective Date") by Sprint Spectrum, L.P., a Delaware limited partnership ("Tenant"), and GOLDEN GATE CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation ("Landlord"). Landlord acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. **Premises and Use.** Landlord owns the real property described on Exhibit A attached ("Landlord's Property"). Subject to the provisions of Section 2 below regarding the Due Diligence Period, Landlord leases to Tenant the site (consisting of a portion of Landlord's Property) described below [*Check all appropriate boxes*]:

- ☐ Land consisting of approximately _____ square feet for construction of:
- ☐ Shelters and/or base station equipment and
- ☐ Antenna support structure(s);
- ☐ Building interior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- ☒ Building exterior space consisting of approximately 200 square feet for placement of shelters and/or base station equipment;
- ☒ Building exterior space for attachment of antennas and such other equipment and facilities as Tenant may from time to time determine are necessary or desirable for the operation of its communications network;
- ☐ Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as such additional space in risers, conduits and other spaces as Tenant may determine is required for cable runs to connect its equipment and antennas or to bring utilities from Landlord's telco, power and/or any other utility sources, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of a grounding system, and for access to the appropriate source of electric, telephone, fiber optic and other utilities, in the discretion of Tenant (the "Site"), which may generally be depicted on Exhibit B and B-1. In the event that Tenant's equipment or facilities are located in or on a building, the Site shall include but not be limited to such additional space in the building's equipment room(s) or other spaces used for the installation and operation of telecommunications, utility and electronic systems as Tenant may determine are necessary or appropriate for use in Tenant's communications system. The Site may be used by Tenant (and/or any of its affiliated entities) for the purpose of installing, removing, upgrading, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas, remote radio units, radios, transmitters, combiners, filters microwave dishes, microwave radios (ODU), and such other communications equipment and facilities as Tenant may from time to time deem advisable, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on Exhibit B-1 is illustrative only and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Landlord's other tenants, if any. Tenant will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week, at no additional cost or expense to Tenant.

2. **Term.** This Agreement becomes effective on the Effective Date. Tenant's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy, if any (the "Term"), is 5 years, commencing on the "Term Commencement Date," which is defined as the earlier to occur of: (a) the date that Tenant commences construction of the Facilities; or (b) 18 months after the Effective Date. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides Landlord with notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. The "Due Diligence Period" is defined as the time between the Effective Date and the Term Commencement Date. During the Due Diligence Period, Tenant will be permitted to enter Landlord's Property to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Tenant's sole discretion to determine the physical condition, suitability and feasibility of the Site. If Tenant determines, in its sole discretion, that the Site is not appropriate for Tenant's intended use (or if Tenant otherwise decides, for any reason or no reason, not to commence the Term), then Tenant may terminate this Agreement upon notice to Landlord at any time prior to the end of the Due Diligence Period. Landlord acknowledges that, prior to the Term Commencement Date, Tenant has limited access to, but no ownership or control of any portion of Landlord's Property and that Tenant's access during the Due Diligence Period shall not cause Tenant to be considered an owner or operator of Landlord's Property or the Site for purposes of environmental laws or otherwise.
3. **Rent.** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$1,800.00 ("Rent"). Rent due for each Renewal Term will be increased on the first day of each Renewal Term by 10 % of the monthly or annual installment of Rent payable during the previous Term or Renewal Term. If the Renewal Term commences on any day other than the first day of a calendar month, then the Rent will not be increased until the first day of the first calendar month following the commencement of each Renewal Term. Rent for any partial months will be prorated based upon a 30-day month. In addition to the monthly Rent, within 30 days of start of construction, Tenant

shall pay to Landlord a one-time payment equal to five thousand dollars and xx/100 (\$5,000.00) Notwithstanding anything contained in this Section, Tenant's obligation to pay Rent is contingent upon Tenant's receipt of an IRS approved W-9 form setting forth the tax identification number of Landlord or of the person or entity to whom Rent is to be made payable as directed in writing by Landlord. Rent will be sent to Landlord pursuant to Landlord's electronic enrollment as described below. Landlord hereby agrees to receive payments electronically using Tenant's designated electronic platform unless an alternative payment method is agreed to in writing by the parties. Landlord agrees to enroll for electronic payment no less than thirty (30) days prior to the due date of the first payment. All of Tenant's payment obligations set forth in this Agreement are conditioned upon Landlord's timely enrollment for electronic payment. Landlord may obtain electronic payment enrollment forms by contacting Tenant's "Landlord Solutions" department at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at <https://landlordsolutions.sprint.com/>

4. **Title and Quiet Possession.** Landlord represents and warrants to Tenant and further agrees that: (a) it is the owner of Landlord's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Landlord will not have unsupervised access to the Site or to the Facilities.
5. **Assignment/Subletting.** Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Landlord.
6. **Notices.** All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service. Notices to Tenant are to be sent to: Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, with a mandatory copy to: Sprint Law Department, Attn.: Real Estate Attorney, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, KS 66251-2020. Notices to Landlord must be sent to the address shown underneath Landlord's signature.
7. **Improvements.** Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Landlord will not be entitled to any increases in Rent due to the installation, modification, upgrade or expansion of the Facilities, unless they are installed outside the Site with the understanding that the Site includes all of Tenant's leased areas and rights to the Facilities under this Agreement. Landlord agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove the above-ground Facilities and will, if applicable, remove any foundation down to one foot below grade level.
8. **Compliance with Laws.** Landlord represents and warrants to Tenant that Landlord's Property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.
9. **Interference.** Tenant will resolve technical interference problems that the Facilities might cause (a) with other equipment located on Landlord's Property on the Effective Date or (b) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Likewise, Landlord will not permit or suffer the installation of any equipment on Landlord's Property after the Effective Date that: (i) results in technical interference problems with the Facilities or (ii) encroaches onto the Site.
10. **Utilities.** Landlord represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Tenant will be permitted to install a separate utility meter, and Landlord grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term. Landlord will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Landlord's Property adjacent to the Site.
11. **Termination.** Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Landlord.
12. **Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.
13. **Indemnity.** Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its employees, agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the

- indemnified party, its employees, agents or contractors. The indemnity obligations under this Section will survive the expiration or sooner termination of this Agreement.
14. **Hazardous Substances.** Landlord represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on or affecting Landlord's Property (including the Site) that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Landlord will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Landlord's Property including the Site. Landlord agrees to indemnify, defend and hold Tenant harmless from any and all Claims relating to any Hazardous Substance present on or affecting Landlord's Property or the Site prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold Landlord harmless from and against all Claims arising out of Tenant's breach of this sentence. Landlord will not introduce or use any Hazardous Substance on Landlord's Property or the Site in violation of any applicable law, and Landlord will indemnify, defend and hold Tenant harmless from and against all Claims arising out of Landlord's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive the expiration or sooner termination of this Agreement.
 15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Agreement is fully executed, however, Landlord will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.
 16. **Property Taxes.** Tenant will pay Landlord any increase in Landlord's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Landlord must pay prior to delinquency, all property taxes and assessments attributable to Landlord's Property. Within 60 days after receipt of evidence of Landlord's payment and a completed Tax Increase Worksheet in the form of **Exhibit C** attached, Tenant will pay to Landlord any increase in Landlord's real property taxes which Landlord demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Site made by Tenant.
 17. **Insurance.** During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will name the other party as an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator/URL link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.
 18. **Maintenance.** Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Landlord, its agents, contractors or employees, Landlord will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of Landlord's Property in a proper operating and reasonably safe condition.
 19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Landlord hereby agrees to execute concurrently with this Agreement and deliver to Tenant a recordable Memorandum of Agreement in the form of **Exhibit D**, attached, which Tenant may record at its own expense; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current Rent amount and whether any Rent has been paid in advance; (e) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) each party has had the opportunity to consult with its own legal counsel in connection with the negotiation of this Agreement; there will be no construction against any party based on any presumption of that party's involvement in the drafting of this Agreement; and (h) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
 20. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits (and Riders and Schedules, if applicable) are attached to and made a part of this Agreement: Exhibits A, B, B-1, C and D.

LANDLORD:

GOLDEN GATE CONDOMINIUM ASSOCIATION, INC
a Florida not for profit corporation

By: *Emelina Muñoz*
Printed Name: Emelina Muñoz
Title: Secretary
Date: 08/03, 2017
(Date must be completed)

Witness: *Grisela Triana*
Name: Grisela Triana
Witness: *Jose A. Acosta*
Name: Jose A. Acosta

Address: 440 E 23 St
1103
Hialeah, FL 33013
Contact Phone Number: 305-836-7420
Email address: ggate254@yahoo.com

TENANT:

Sprint Spectrum, L.P.
a Delaware limited partnership

By: *Matthew Spink*
Printed Name: Matthew Spink
Title: RSD Market Manager
Date: 10/11, 2017
(Date must be completed)

Witness: *Jason Laskey*
Name: Jason Laskey
Witness: *Gabriela Arague*
Name: Gabriela Arague

**EXHIBIT B
TO SITE AGREEMENT**

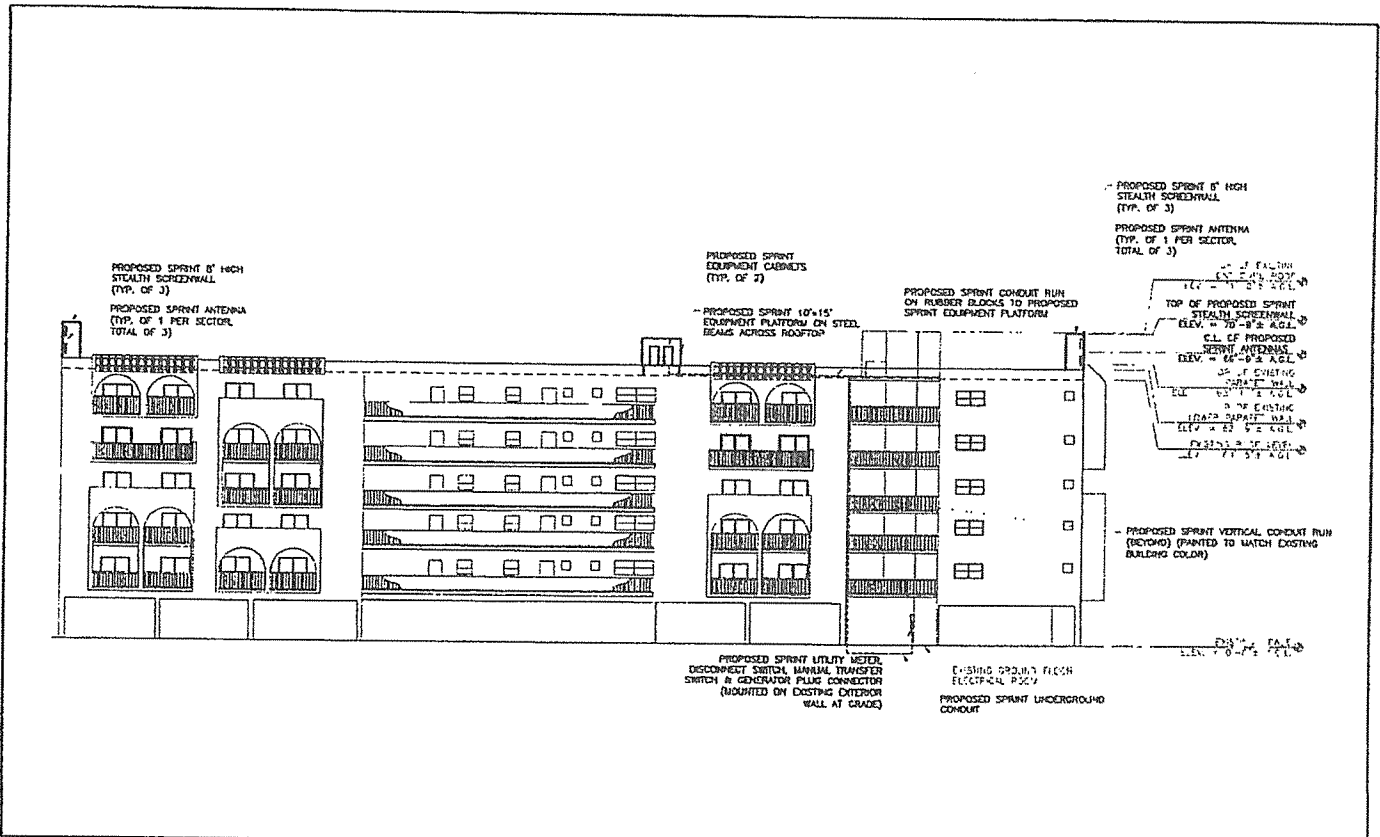
Site

Without limiting Tenant's right to make future changes or add additional equipment to the Site, Tenant has the right to install at the Site, even if not reflected in **Exhibit B-1**: (i) panel antennas; (ii) remote radio units/transmitters; (iii) microwave dishes each with one or multiple ODUs; (iv) transmission lines and conduits; (v) filters; (vi) combiners/junction boxes; (vii) GPS antennas; (viii) shelters or cabinets; (ix) utility pedestals; and (x) any other related communications equipment and appurtenances.

Note: Tenant may, at Tenant's option and with notice to Landlord, replace **Exhibit B** with an exhibit setting forth the legal description of the Site or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Landlord's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

The Site Plan is attached in the following page under Exhibit B-1.



NOTE:
ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL AND RF ENGINEERS.

WEST ELEVATION

SCALE: 1:30

PREPARED BY:
EBI Consulting
21 B Street | Burlington, MA 01803
Tel: (781) 273-2503 | Fax: (781) 273-3311
www.ebiconsulting.com
EBI JOB NO.: B117000260

Sprint
8766 WEST FLAGLER STREET
MIAMI, FLORIDA

SITE INFO:
**MI25XC055
GOLDEN GATE CONDO**
440 E 23RD STREET
HALEMAN, FL 33010

SUBMITTALS			BY	DRAWN BY:	SHEET NO:
NO.	DATE	DESCRIPTION			
A	04/12/17	FOR REVIEW	KW	EG	LE-2
B	06/13/17	REVISED PER COMMENTS	DJ		
C	07/31/17	RELOCATE ALPHA SECTOR	DJ		
				DATE:	
				04/12/17	

Continued on drawing

**EXHIBIT C
TO SITE AGREEMENT**

Tax Increase Worksheet

When Landlord's real property tax is increased due directly and solely to improvements to the Site made by Tenant, this Worksheet must be completed and returned to Tenant together with a statement requesting reimbursement of the assessment and all necessary tax bills to: Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650. Landlord must validate that the assessment is directly and solely attributable to improvements to the Site made by Tenant.

Site ID #: _____

Site Address/Description: _____

Tax Jurisdiction Name (County/Town): _____

Tax Jurisdiction Parcel #: _____

State: _____

Assessor *must* provide an explanation of any increase in Landlord's property value. This includes a breakdown of what portion of value is directly and solely attributable to the Facilities on the Site.

Year Increase Occurred: _____

Market Value Prior to Tenant: _____

Market Value After Tenant: _____

Portion of Market Value Due to Tenant: _____

Assessed/Taxable Value Prior to Tenant: _____

Assessed/Taxable Value After Tenant: _____

Portion of Assessed/Taxable Value Due to Tenant: _____

Landlord must attach copies of all tax bills/statements and receipts beginning with the year prior to the year the increase occurred due to Tenant's improvements.

Note: Nothing in the Agreement or this Tax Increase Worksheet limits either party's right to contest, appeal or challenge any tax assessment. At Tenant's request, Landlord agrees to file a timely protest with the appropriate taxing authority, and Landlord consents to Tenant's intervention and prosecution of the protest. Landlord and Tenant will cooperate with each other in any protest of an assessment, and provide each other with information regarding the relative valuation of their property interests, as may be necessary.

**EXHIBIT D
TO SITE AGREEMENT**

Memorandum of Agreement

This Memorandum of Agreement (this "Memorandum") dated as the Effective Date (as defined below), evidences that a certain Site Agreement (the "Agreement") dated _____, 201__ (the "Effective Date"), was made and entered into between GOLDEN GATE CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation ("Landlord") and Sprint Spectrum, L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Landlord and located at 460 E 23rd Street, City of Hialeah, County of Miami Dade, State of Florida, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in **Exhibit A** attached hereto.

The term commencement date of Tenant's lease and tenancy under the Agreement is 5 years commencing on the earlier to occur of start of construction of the Facilities (as defined in the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs, and is subject to five (5) renewal terms of five (5) years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

LANDLORD:

GOLDEN GATE CONDOMINIUM ASSOCIATION, INC,
a Florida not for profit corporation

By: _____

Printed Name: _____

Title: _____

Address: _____

TENANT:

Sprint Spectrum, L.P.,
a _ Delaware limited partnership

By: _____

Printed Name: _____

Title: _____

Address: Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

Attach Exhibit A - Site Description

[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

LANDLORD NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was *(choose one)* ☐ attested or ☐ acknowledged before me this _____ day of _____, 201____, by *(choose one)* ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

TENANT NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was *(choose one)* ☐ attested or ☐ acknowledged before me this _____ day of _____, 201____, by *(choose one)* ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit A to Memorandum of Agreement

(Legal Description of Site)

Common Area of Golden Gate Apartments, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 22541, Page 2201, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Memorandum of Agreement

This Memorandum of Agreement (this "Memorandum") dated as the Effective Date (as defined below), evidences that a certain Site Agreement (the "Agreement") dated _____, 201__ (the "Effective Date"), was made and entered into between GOLDEN GATE CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation ("Landlord") and Sprint Spectrum, L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Landlord and located at 460 E 23rd Street, City of Hialeah, County of Miami Dade, State of Florida, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in **Exhibit A** attached hereto.

The term commencement date of Tenant's lease and tenancy under the Agreement is 5 years commencing on the earlier to occur of start of construction of the Facilities (as defined in the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs, and is subject to five (5) renewal terms of five (5) years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

LANDLORD:

GOLDEN GATE CONDOMINIUM ASSOCIATION, INC,
a Florida not for profit corporation

By: Emelina Muñoz

Printed Name: Emelina Muñoz

Title: Secretary

Address: 4408 23 St
1103
Hialeah, Fl. 33013

TENANT:

Sprint Spectrum, L.P.,
a Delaware limited partnership

By: MSL

Printed Name: Matthew Spiek

Title: RSD Market Manager

Address: Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

Attach Exhibit A - Site Description

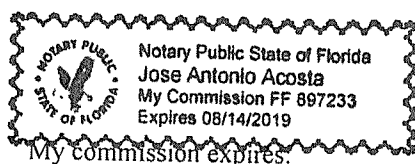
[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

LANDLORD NOTARY BLOCK:

STATE OF FloridaCOUNTY OF Miami-Dade

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 3rd day of August, 2017, by (choose one) ☐ as an individual, ☒ Emelina Munoz, as Secretary of Golden Gates Condo Assoc., a Florida Non-Profit corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)



[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

Jose A. Acosta
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF FloridaCOUNTY OF Broward

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 10th day of October, 2017, by (choose one) ☐ as an individual, ☐ Matthew Spiak, as Market Manager of Sprint, a _____ corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

My commission expires:

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

Gabriela Araque
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)



Gabriela Araque
COMMISSION # FF214652
EXPIRES: Mar. 29, 2019
WWW.AARONNOTARY.COM

Exhibit A to Memorandum of Agreement

(Legal Description of Site)

Common Area of Golden Gate Apartments, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 22541, Page 2201, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.