

EXHIBIT F

MEMORANDUM OF LEASE AGREEMENT

(Above 3" Space for Recorder's Use Only)

**This Document Prepared By and
After Recording, Return To:**

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Cross Reference:
Control #:202120144
Book Type: D Book: 11388 Page: 8299
Erie County Clerk's Office
Erie County, New York

Site Number: US-NY-5131
Site Name: Quaker Rd
Commitment Number: 33323733

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT AND FIRST AMENDMENT TO
MEMORANDUM OF OPTION TO LEASE**

This First Amendment to Option and Lease Agreement and First Amendment to Memorandum of Option to Lease (this "**Amendment**") is entered into and made effective as of September 2, 2023, and is by and between **Murray Bros. Nurseries, Inc.**, a New York corporation ("**Landlord**"), and **VB BTS II, LLC**, a Delaware limited liability company, as successor by assignment from Eco-Site, LLC, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant may be referred to herein as "**Party**" or jointly as "**Parties**."

WITNESSETH:

A. Landlord and Tenant entered into that certain Lease Agreement dated September 2, 2021, and Memorandum of Option to Lease dated September 2, 2021 (collectively, the "**Agreement**").

B. Landlord and Tenant desire to amend the Agreement in accordance with the terms set forth below and herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

(a) **Amendment.** Landlord and Tenant agree that by written agreement or otherwise, the Option Period currently expires on September 1, 2023, and that the Option Period is now, pursuant to this Amendment, extended

for one (1) additional year beginning on September 2, 2023, through to and including September 1, 2024. In consideration for such extension, Tenant will pay to Landlord a fee of One Thousand Dollars (\$1,000.00) within fifteen (15) days of the full execution of this Amendment and delivery of same to Tenant.

2. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

3. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

6. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

7. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

8. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

9. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

WITNESSES:

Kathleen Eisner
Name: Kathleen Eisner
LINDAM MANIC
Name: LINDAM MANIC

LANDLORD:

Murray Bros. Nurseries, Inc
A New York corporation
By: [Signature]
Name: Daniel Murray
Title: OWNER
Date: 8/8/23

STATE OF New York

COUNTY OF ERIE

On the 8 day of August, in the year 20 23, before me, the undersigned, personally appeared Daniel Murray (name of signatory), as owner (title of signatory) of Murray Bros. Nurseries, Inc, a New York corporation, 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.

Lisa M. Vecchio
Notary Public

Print Name: LISA M. Vecchio

My Commission Expires: 9-13-2025

LISA M VECCHIO
NOTARY PUBLIC STATE OF NEW YORK
CHAUTAUQUA COUNTY
LIC. #01VE6421993
COMM. EXP. 09/13/2025

[Tenant's Signature Page]

WITNESSES:

ALL
Name: Alex Greenberg
[Signature]
Name: Christopher Antoun

TENANT:

VB BTS II, LLC
a Delaware limited liability company

By: [Signature]
Name: Ariel Rubin
Title: Vice President of Tower Development
Date: 08/15/2023

Leasing Ops ^{DS} 29

STATE OF FLORIDA

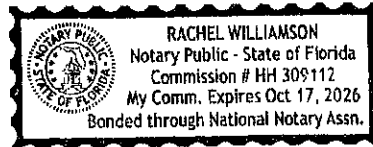
COUNTY OF PALM BEACH

On the 15th day of August, in the year 2023, before me, the undersigned, personally appeared Ariel Rubin (name of signatory), as VPTD (title of signatory) of VB BTS II, LLC, a Delaware limited liability company, 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.

Rachel Williamson
Notary Public

Print Name: Rachel Williamson

My Commission Expires: Oct. 17, 2026



000000

From: DANIEL J. MURRAY
54735 Transit Road
Orchard Park, New York 14127

To: DAVID J. CAVANAGH
66 Wiess Avenue
West Seneca, New York 14224

State of New York
Recorded in Liber 9743, P. 627
on the 29 day of July, 1987, at 9:29 o'clock AM.

1211
Lark's Lance
David J. Murray
County Clerk

FILED
JUL 29 AM 9 49
ERIE COUNTY
CLERK'S OFFICE
Clerk's Time Stamp

RECEIVED
\$ 3580.00
REAL ESTATE
JUL 29 1987
TRANSFER TAX
ERIE
COUNTY LH
Transfer Tax Stamp

8-00-10

34

This Indenture, made the 9th day of July, 1987

Witnesseth, that DANIEL J. MURRAY GRANTOR(S),
residing at 54735 Transit Road, Orchard Park, New York, 14127
in consideration of \$ 1.00 & More received by GRANTOR(S) hereby grants and releases unto
DAVID J. CAVANAGH GRANTEE(S),
residing at 66 Wiess Avenue, West Seneca, New York, 14224

All that Tract or Parcel of Land situate in the Town of Aurora, County of Erie and State
of New York, being part of Lot Number sixty-three (63), Township nine (9), Range six
(6), of the Holland Land Company's Survey and more particularly described as
follows:

BEGINNING at a point in the center line of East Quaker Street, one thousand
ninety-six and seventy-seven hundredths (1096.77) feet easterly of the Transit Line;
thence easterly along the center line of East Quaker Street one hundred twenty-five
(125.00) feet to a point; thence southerly at an exterior angle of 85° 29' 32" and
parallel to the westerly line of lands conveyed to Pickett by Deed recorded in Liber
1265 of Deeds at page 163, three hundred eighty-three and ten hundredths (383.10)
feet to a point; thence westerly parallel with the north line of Lot Number sixty-
three (63), one hundred twenty-five (125.00) feet to a point; thence northerly
three hundred eighty-three and ten hundredths (383.10) feet to the point of
beginning.

Together with the appurtenances to and all the estate and rights of GRANTOR(S) in said premises. On (date and to
hold unto the GRANTEE(S) his heirs and assigns forever.
And GRANTOR(S) covenants as follows: First, that GRANTEE(S) shall quietly enjoy the said premises. Second,
that GRANTOR(S) will forever warrant the title to the said premises; and Third, subject to the trust fund provisions of
section thirteen of the ten law.

In Witness Whereof, GRANTOR(S) has hereunto set his hands and seals the 9th
day of July, 1987
Daniel J. Murray
DANIEL J. MURRAY

Send to Robert L. Johnston
Attorney
190 Catherine St
West Seneca, NY 14224

In Presence of
State of New York) On the 9th day of July, 1987 before me,
County of Erie) the subscriber, personally appeared
DANIEL J. MURRAY
known to me and known to me to be the same person(s) described in the foregoing instrument and acknowledged to me that
he had executed the same.

JAMES BARROW
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 30, 1988

BBOS - CEED - one-page Warranty with Lien Covenant

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Eco-Site, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Quaker Rd
Site Number: US-NY-5131
Commitment #: 33323733

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **Murray Bros. Nurseries, Inc.**, a New York corporation ("**Landlord**"), whose address is 4735 Transit Road, NY, Orchard Park 14127, and **Eco-Site, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated Sept. 2nd, 2021 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of twelve (12) months from the Effective Date and may be renewed by Tenant for an additional twelve (12) month period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with five (5) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

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

WITNESSES:

LANDLORD:

[Signature]
Name: JENNIFER AUSTIN
[Signature]
Name: Kurt L. Schuster

Murray Bros. Nurseries, Inc
A New York corporation
By: [Signature]
Name: Daniel V. Murray
Title: PRESIDENT
Date: 7/27/21

STATE OF NY

COUNTY OF ERIE

On the 27 day of JULY, in the year 2021, before me, the undersigned, personally appeared Daniel Murray (name of signatory), as Pres (title of signatory) of Murray Bros. Nurseries, Inc, a New York corporation, 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.

[Signature]
Notary Public

Print Name: Jennifer Austin

My Commission Expires: 1/23/2025

JENNIFER S AUSTIN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01AU6353455
COMM. EXP. 01/23/2025

(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

[Signature]
Name: Eric P. [Signature]
Rachel Williamson
Name: Rachel Williamson

TENANT:

Eco-Site, LLC
a Delaware limited liability company
By: [Signature]
Name: Bernard A. Borghel
Title: Executive VP Operations
Date: SEP 02 2021

LEGAL [Signature]

STATE OF FLORIDA

COUNTY OF PALM BEACH

On the 2nd day of September, in the year 20 21, before me, the undersigned, personally appeared Bernard J Borghel (name of signatory), as EX VP OPS (title of signatory) of Eco-Site, LLC, a Delaware limited liability company, 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.

Jeanne M Bruning
Notary Public

Print Name: JEANNE M Bruning

My Commission Expires: 4/20/24

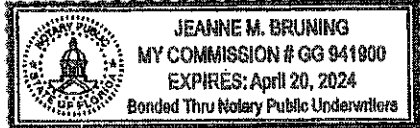


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

All that Tract or Parcel of Land situated in the Town of Aurora, County of Erie and State of New York being part of Lot No. 63, Township 9, Range 7 of the Holland Land Company's Survey, bounded and described as follows:
BEGINNING at a point in the center line of Transit Road, which center line is the west line of Lot No. 63 765.66 feet southerly from the northwest corner of said Lot No. 63, which point of beginning is the southwest corner of lands conveyed to The Diocese of Buffalo, N.Y. 1252.66 feet; thence southerly at an interior angle of 94° 29' a distance of 480.54 feet; thence westerly parallel with the north line of Lot No. 63 a distance of 1253.22 feet to the center line of Transit Road; thence northerly along the center line of Transit Road 480.50 feet to the point or place of beginning.
EXCEPTING AND RESERVING that portion of the above described premises lying within the bounds of Transit Road.

All that Tract or Parcel of Land situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 63 Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of East, Quaker Street with the so-called Transit Line: running thence easterly along the center line of East Quaker Street 1251.77 feet to the northwest corner of lands of Harry W. Pickett by Deed recorded in Erie County Clerk's Office of Liber 1265 of Deeds at Page 163; thence southerly along Pickett's west line 765.73 feet; thence westerly parallel with the north line of Lot No. 63 a distance of 1252.66 feet to the west line of Lot No. 63; and thence northerly along the west line of Lot No. 63 a distance of 765.66 feet to the point of beginning.

EXCEPTING therefrom promises conveyed to David J. Cavanagh by Warranty Deed dated July 9, 1987 and recorded in the Erie County Clerk's Office in Liber 9743 of Deeds at Page 627 on July 29, 1987.

AND BEING the same property conveyed to Murray Bros. Nurseries, Inc. from Daniel J. Murray by Deed dated June 29, 1988 and recorded July 12, 1988 in Deed Book 9867, Page 342 and re-recorded on September 16, 1988 in Deed Book 9918, Page 88.

Tax Parcel No. 174.00-1-1.1

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Eco-Site, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Quaker Rd
Site Number: US-NY-5131
Commitment #: 33323733

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between Murray Bros. Nurseries, Inc, a New York corporation ("Landlord"), whose address is 4735 Transit Road, Orchard Park, NY 14127, and Eco-Site, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Tenant"), dated the 2nd day of Sept., 2021 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____ . The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with five (5) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

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

WITNESSES:

LANDLORD:

Jennifer Austin
Name: [Signature]
Kim L. Schichter
Name: [Signature]

Murray Bros. Nurseries, Inc
A New York corporation
By: [Signature]
Name: Daniel S. Murray
Title: President
Date: 7/27/21

STATE OF NY
COUNTY OF Erie

On the 27 day of JULY, in the year 2021, before me, the undersigned, personally appeared Daniel Murray (name of signatory), as Pres. (title of signatory) of Murray Bros. Nurseries, Inc, a New York corporation, 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.

[Signature]
Notary Public

Print Name: Jennifer Austin

My Commission Expires: 1/23/2025

JENNIFER S AUSTIN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01AU6353455
COMM. EXP. 01/23/2025

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

TENANT:

Eco-Site, LLC
a Delaware limited liability company

[Signature]
Name: Elise Richardson

By: [Signature]
Name: Bernard A. Borghel
Executive VP Operations

[Signature]
Name: Rachel Williamson

Title: _____
Date: SEP 02 2021

LEGAL DS
7c

STATE OF FLORIDA

COUNTY OF PALM BEACH

On the 2nd day of September, in the year 2021, before me, the undersigned, personally appeared Bernard A Borghel (name of signatory), as EX VP OPS (title of signatory) of Eco-Site, LLC, a Delaware limited liability company, 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.

[Signature]
Notary Public

Print Name: JEANNE M BRUNING

My Commission Expires: 4/20/24

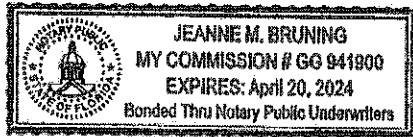


EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

All that Tract or Parcel of Land situated in the Town of Aurora, County of Erie and State of New York being part of Lot No. 63, Township 9, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Transit Road, which center line is the west line of Lot No. 63 765.66 feet southerly from the northwest corner of said Lot No. 63, which point of beginning is the southwest corner of lands conveyed to The Diocese of Buffalo, N.Y. 1252.66 feet; thence southerly at an interior angle of 94° 29' a distance of 480.54 feet; thence westerly parallel with the north line of Lot No. 63 a distance of 1253.22 feet to the center line of Transit Road; thence northerly along the center line of Transit Road 480.50 feet to the point or place of beginning.

EXCEPTING AND RESERVING that portion of the above described premises lying within the bounds of Transit Road.

All that Tract or Parcel of Land situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 63 Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of East, Quaker Street with the so-called Transit Line: running thence easterly along the center line of East Quaker Street 1251.77 feet to the northwest corner of lands of Harry W. Pickett by Deed recorded in Erie County Clerk's Office of Liber 1265 of Deeds at Page 163; thence southerly along Pickett's west line 765.73 feet; thence westerly parallel with the north line of Lot No. 63 a distance of 1252.66 feet to the west line of Lot No. 63; and thence northerly along the west line of Lot No. 63 a distance of 765.66 feet to the point of beginning.

EXCEPTING therefrom promises conveyed to David J. Cavanagh by Warranty Deed dated July 9, 1987 and recorded in the Erie County Clerk's Office in Liber 9743 of Deeds at Page 627 on July 29, 1987.

AND BEING the same property conveyed to Murray Bros. Nurseries, Inc. from Daniel J. Murray by Deed dated June 29, 1988 and recorded July 12, 1988 in Deed Book 9867, Page 342 and re-recorded on September 16, 1988 in Deed Book 9918, Page 88.

Tax Parcel No. 174.00-1-1.1

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area