

Angelina County
Amy Fincher
County Clerk
Lufkin, Texas 75901



70 2016 00337539

Instrument Number: 2016-00337539

As

Recorded On: March 09, 2016

RECORDINGS

Parties: FLENIKEN CHRISTOPHER

Billable Pages: 5

To VERTICAL BRIDGE TOWERS LLC

Number of Pages: 6

Comment: MEMORANDUM OF OPTION

(Parties listed above are for Clerks reference only)

Tx-5162

** Examined and Charged as Follows: **

RECORDINGS	42.00
Total Recording:	42.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-00337539

Receipt Number: 280579

Recorded Date/Time: March 09, 2016 03:31:16P

Record and Return To:

FIRDELITY NATIONAL TITLE INSURANCE COMPA

7130 GLEN FOREST DR SUITE 300

RICHMOND VA 23226

User / Station: D Massey - Cashiering Workstation 2



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Angelina County, Texas.

Amy Fincher

Amy Fincher, County Clerk, Angelina County Texas

Prepared By:
Upon Recording Returns:

(Above Space for Recorder's Use Only)

Vertical Bridge Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

Site Name: Diboll
Site Number: US-TX-5162
Commitment No. # 22022206

MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement evidences an Option and Lease Agreement (the "Lease") between Christopher Fleniken and Emily Fleniken, husband and wife ("Landlord"), whose address is 1107 Timberland, Lufkin, TX 75901 and Vertical Bridge Towers, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Tenant"), dated Dec. 17, 2015 (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 to 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 one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year 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 the Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property (defined below) 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 wireless 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 sublicense 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. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;

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

9. This Memorandum of Option and Lease Agreement 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 of Option and Lease Agreement 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 the 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:

Macky Lucas
Name: Macky Lucas

Cody Hogg
Name: Cody Hogg

Macky Lucas
Name: Macky Lucas

Cody Hogg
Name: Cody Hogg

Christopher Fleniken
By: Christopher Fleniken
Name: Christopher Fleniken
Title: owner
Date: 11/2/15

Emily Fleniken
By: Emily Fleniken
Name: Emily Fleniken
Title: owner
Date: 11-2-15

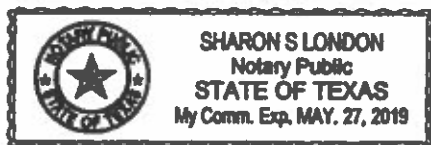
STATE OF Texas
COUNTY OF Angelina

On this 2nd day of Nov, 2015, before me personally appeared Chris Emily Fleniken, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 2nd day of Nov, 2015.

Sharon S. London
Notary Public

My Commission Expires:



WITNESSES:

LESSEE:

Vertical Bridge Towers, LLC,
a Delaware limited liability company

By: *Natasha Barreno*

Name: Natasha Barreno

By: *Patricia Lake*

Name: Patricia Lake

By: *Alex Gellman*

Name: Alex Gellman

Title: C.E.O.

Date: 12-17-15



STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of Dec., 2015, by Alex Gellman the C.E.O. of Vertical Bridge Towers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this 17th day of Dec., 2015.

Rachel Williamson

Notary Public

My Commission Expires:

Oct. 17, 2018



EXHIBIT A

The Property

