

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of Mineola**, a Type A General Law City ("**Landlord**") and **GrainComm I, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated May 27, 2010 (the "**Original Lease**"), as amended by that certain First Amendment to Option and Lease Agreement dated February 11, 2022 (the "**First Amendment**") (the Original Lease and the First Amendment, as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Five Thousand and No/100 Dollars (\$5,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment and the Memorandum executed by Landlord, on or before September 30, 2023; (b) Tenant's completion of its due diligence, including verification of Landlord's ownership; and (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein. The one-time payment shall be paid to, and all taxable income shall be reported by, **City of Mineola TX**.
2. **Landlord and Tenant Acknowledgments.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently **Five Thousand Five Hundred Fifty-Four and 56/100 Dollars (\$5,554.56)** per year (the "**Rent**"). The Parties hereby agree that no defaults exist under the Lease. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control.
3. **Revenue Share.** The Parties acknowledge and agree that Section 4 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Tenant with respect to revenue share in the Lease, as modified by this Amendment shall be controlled by this Section of this Amendment. Notwithstanding anything to the contained in the Lease, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay to Landlord any rents actually received by Tenant under and pursuant to the terms and provisions of any existing or new sublease, license or other collocation agreement for the use of any portion of the Leased Premises (any such amounts, the "**Collocation Fee(s)**") entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**"). The Parties hereby acknowledge and agree that any obligation to pay a Collocation Fee(s) under the Lease is hereby null and void and is of no further force

and effect after the Effective Date. In the event of any overpayment of a Collocation Fee(s) prior to or after the Effective Date, Tenant shall have the right to deduct from any future rent payment payable from Tenant to Landlord an amount equal to the overpayment amount.

4. **Notices.** The Parties acknowledge and agree that Section 17 of the Original Lease and Section 11 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 300 Greenville Avenue, Mineola, TX 75773; to Tenant at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

The City of Mineola,
a Type A General Law City

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

GrainComm I, LLC,

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Wood, State of Texas, and being known as
Wood County APN: R36822 (Geographic ID: 4030-0904-0021-30).

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEING a 0.111 acre (4820.98 sq. ft.) tract being all that certain lot, tract or parcel of land situated in the City of Mineola, Wood County, Texas, and being part of a tract described as Lots 2, 3 and 4, Block D, Mineola Town Sites owned by the City of Mineola, according to the Wood County Central Appraisal District (no deed reference), and being more particularly described as follows:

**COMMENCING from the northwest corner of said Lot 3, on the south line of West Front Street;
THENCE S 74°55'45" E along the north line of said Lot 3 and the south line of said street a distance of 77.69 feet to a fence corner post at the POINT OF BEGINNING of said lease area;
THENCE S 74°55'45" E along the north line of said Lots 3 and 2, and along the south line of said street a distance of 72.82 feet to a fence corner post, for a corner;
THENCE S 14°21'49" W across said Lot 2 a distance of 57.14 feet to a 1/2 inch iron rod set, for a corner;
THENCE N 85°32'37" W across said Lot 2, crossing the boundary between said Lots 2 and 3, and continuing across said Lot 3 a total distance of 78.84 feet to a fence corner post, for a corner;
THENCE N 18°23'50" E across said Lot 3 a distance of 71.78 feet to the POINT OF BEGINNING and containing 0.111 acres (4820.98 sq. ft.) of land.**

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEING all that certain lot, tract of parcel of land situated in the City of Mineola, Wood County, Texas, and being part of a tract described as Lots 2, 3, and 4, Block D, Mineola Town Sites owned by the City of Mineola, according to the Wood County Central Appraisal District (no deed reference), and being 5 feet in width utility easement, the centerline of said easement being more particularly described as follows:

COMMENCING from the northwest corner of said Lot 3, on the south line of West Front Street;

THENCE S 74°55'45" E along the north line of said Lots 3 and 2, and along the south line of said street a distance of 156.18 feet to a point at the northeast corner of said Lot 2, and S 01°25'35" W along the east line of said Lot 2 a distance of 55.99 feet to the **POINT OF BEGINNING** of the centerline of said easement;

THENCE N 75°38'11" W across said Lot 2 a distance of 18.41 feet to the **POINT OF TERMINATION** of the centerline of said 5 feet in width utility easement.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Andrew Sherman, Esq.

ATC Site No: 205943

ATC Site Name: Mineola

Assessor's Parcel No(s): R36822 (Geographic ID: 4030-0904-0021-30)

RESOLUTION AND CONSENT AFFIDAVIT

The City of Mineola, a Type A General Law City

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **GrainComm I, LLC**, a Delaware limited liability company (the "**Tenant**") under an Option and Lease Agreement originally dated May 27, 2010 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

contemplated in the Amendment and other Transaction Documents have been completed.

- 5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and the Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord’s behalf.
- 6. The Affiants hereby nominate the below listed individual (the “**Nominee**”) as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the “**Transaction Documents**”), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____

- 7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
- 8. The Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
- 9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]