PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of __________, 2023 (the "Effective Date") between INDEPENDENT SCHOOL DISTRICT NO. 282] , who acquired title as St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota, a Minnesota public corporation, ("Seller"), having an address at 3303 33rd Avenue NE, Minneapolis, MN 55418, and InfraUS Wireless I, LLC, a Delaware limited liability company ("Buyer"), having an address at P.O. Box 2070, Hamilton, MA 01982.

A. Seller owns that real property located in the City of St. Anthony, and County of Hennepin, in the State of Minnesota, having a street address of 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Property"), portions of which are leased pursuant to Existing Agreements (defined below) for the installation, operation, and maintenance of a cell site and/or telecommunications equipment (collectively, the "Facilities").

B. Seller desires to convey, and Buyer desires to acquire, a wireless communications easement and the Seller's interest as landlord under the Existing Agreements.

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Agreement, the parties agree as follows:

1. Sale and Purchase of Assets.

1.1 On the Closing Date (defined in Section 4.1), Buyer shall pay to Seller the purchase price of Seven Hundred Forty Thousand and No/100 ($740,000.00) Dollars (the "Purchase Price"). Seller shall transfer and convey to Buyer: (a) all of Seller's right, title, and interest of Seller in the lease(s) identified in Section 2.1 hereinbelow (the "Existing Agreements"), including without limitation, all rents, security deposits, and other monies due to Seller thereunder; and (b) a wireless communications easement together with access and utilities easements, the form of which is attached as Exhibit A (the "Easement") (collectively, the "Transferred Assets").

2. Representations and Warranties.

2.1 Seller represents and warrants to Buyer that the information below is true, complete, and accurately describes the Existing Agreements:

That certain Communications Site Lease ("Lease") between Independent School District No. 282 ("Lessor") and T Mobile Central LLC, a Delaware Limited Liability Company ("Lessee") dated March 1, 2022.

Tenant/Rent Payor:	T Mobile Central LLC
Current Rent and Escalator:	$3,168.37 paid monthly/annually; 4% annual
Next Rent Payment:	First day of month after Closing Date
Final Expiration:	10/16/2036
Security Deposit/Other:	None

2.2 Seller represents and warrants to Buyer that: (i) it is the owner of fee simple title to the Property and has the right and authority to execute this Agreement; (ii) it has delivered to Buyer complete and accurate copies of the Existing Agreements, including all amendments and relevant correspondence; (iii) the Existing Agreements are in full force and effect, and to the best of Seller's knowledge, neither party is in default under the Existing Agreements; (iv) it has not accepted any prepaid rent beyond the most recent payment due under the Existing Agreements; (v) the Existing Agreements are freely assignable to Buyer without the consent of any party; (vi) as of the Closing Date, no rents due under, or other interest in, the Existing Agreements will have been assigned to any party other than Buyer or pledged or encumbered in any way; (vii) to Seller's knowledge, the Existing Agreements are not subject to any impending cancellation or breach; and (viii) no litigation, proceeding, investigation, or inquiry is pending or, to Seller's knowledge, threatened which, if sustained, would enjoin or prevent the consummation of this transaction or would materially and adversely affect Buyer's use and enjoyment of the Transferred Assets.

2.3 Seller covenants and agrees with Buyer that between the Effective Date and the Closing Date, Seller will: (a) promptly advise Buyer of the occurrence of any event or condition that has or could materially and adversely affect the Transferred Assets; (b) not sell, transfer, lease, mortgage, pledge, or subject to a lien, claim, or encumbrance any of the Transferred Assets; and (c) not modify or extend, or negotiate to modify or extend, the Existing Agreements without the prior consent of Buyer.

2.4 Seller agrees not to disclose any of the terms of this Agreement to any third parties, excepting its legal and tax advisors, without Buyer's prior written consent. Prior to the Closing or termination of this Agreement, Seller shall not negotiate, solicit, or entertain any offers to sell or assign any interest in the Transferred Assets with any other party.

2.5 Seller acknowledges that Buyer is entering into this Agreement in reliance upon the representations and warranties made by Seller herein. Seller shall indemnify, defend, and hold harmless Buyer for any claim or harm suffered by Buyer due to any breach or failure of such representations or warranties.

3. Due Diligence Period.

3.1 Commencing upon the Effective Date and extending for up to thirty (30) days thereafter, Buyer may conduct any due diligence investigations related to the Property and the Easement as Buyer deems appropriate ("Due Diligence Period"). The Due Diligence Period shall be reasonably extended to the extent that any delay of Buyer's investigations is caused by Seller.

3.2 Seller shall provide to Buyer all information and documentation reasonably requested by Buyer for Buyer's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Seller. Upon reasonable notice, Seller will permit Buyer and its representatives to perform any surveys, environmental analyses, and other examinations as Buyer deems reasonably appropriate.

3.3 If any mortgage, deed of trust, lien, security interest, or other encumbrance affects the Property, Seller shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Buyer from each such mortgagee prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until the non-disturbance agreements are provided to Buyer.

3.4 The Due Diligence Period shall be reasonably extended to the extent that any third-party consents (including waiver of any right of first refusal set forth in the Existing Agreements) and approvals for the transfer or conveyance of the Easement and the Existing Agreements are outstanding. Seller warrants that prior to closing, all such third-party consents, waivers, and approvals have been obtained and will not contain any condition that would have a material adverse effect on Buyer's use and enjoyment of the Transferred Assets.

4. Closing; Closing Date.

4.1 The closing (the "Closing") will take place in escrow with Buyer's title company on a mutually satisfactory date and time no later than seven (7) days following the satisfaction of the Buyer's due diligence investigations (the "Closing Date").

4.2 On the Closing Date, Seller will execute and/or deliver to Buyer: (a) the Easement; (b) the Net Profits Agreement (if applicable); (c) non-disturbance agreement (if applicable); (d) settlement statement; (e) tenant notices; and (f) such documents as the Title Company may reasonably request including, without limitation, W-9 form, owner's affidavits relating to title, FIRPTA affidavit, and if applicable, good standing certificates and resolutions.

4.3 On the Closing Date, Buyer will deliver to Seller countersigned documents and the Purchase Price, adjusted in accordance with Section 5 hereinbelow.

5. Taxes; Closing Costs; Other Charges; Prorations.

5.1 Buyer shall pay all fees for its own due diligence examinations. Buyer shall pay all recording fees and Seller shall pay all state, county, and local transfer taxes (including sales, excise, conveyance, and stamp taxes), if any, applicable to the transfer of the Transferred Assets. Whether or not this transaction is consummated, each of Buyer and Seller will pay its respective expenses, income and other taxes, and costs (including, without limitation, the fees, disbursements, and expenses of its attorneys, accountants, and consultants) incurred by it in negotiating and carrying out this transaction.

5.2 Rents for the remainder of the month of closing and two months thereafter shall be prorated as of the Closing Date (or if rent is paid annually, then the prepaid annual rent shall be prorated as of the Closing Date) and credited to Buyer. Any security deposits will be credited to Buyer. If Seller receives payment under any Existing Agreements after the Closing Date for rental periods not already credited to Buyer, it will promptly endorse and forward the checks to Buyer.

6. Termination.

6.1 In the event that Buyer determines that any aspect of its due diligence investigations is unsatisfactory, Buyer may terminate this Agreement upon notice to Seller. Seller may terminate this Agreement upon written notice to Buyer if Buyer does not proceed to Closing by the expiration of the Due Diligence Period.

6.2 If this Agreement is terminated in a manner permitted by Section 6.1, this Agreement will become void and of no further force and effect, and neither of the parties will have any liability to the other party with respect to this Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such termination and nothing in this Section 6.2 will relieve any party from liability it may have hereunder for a breach of this Agreement prior to such termination.

7. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in the preamble above with required copy to Buyer at legalnotices@unisoninfra.com. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section.

8. Governing Law; Jurisdiction. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the state in which the Property is located. The prevailing party in any proceedings in connection with this Agreement shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable legal fees.

9. Miscellaneous. This Agreement including schedules and exhibits contains the entire agreement among the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, letters of intent, and understandings, written or oral, relating to the subject matter of this Agreement. Neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Seller and Buyer. The representations, warranties, and covenants in sections 2, 3, and 5 shall survive Closing for a period of one (1) year.

10. Successors and Assigns. This Agreement will be binding upon Seller and Buyer and their respective successors and assigns. Notwithstanding the immediately preceding sentence, Seller may assign its rights and delegate its duties under this Agreement only upon the prior written consent of Buyer.

11. Counterparts. This Agreement may be executed in any number of scanned or photographic counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

"Seller":

INDEPENDENT SCHOOL DISTRICT NO. 282,
who acquired title as St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota,
a Minnesota public corporation

By: ___________________________
Name: ________________________
Title: __________________________
Date: _________________

"Buyer":

InfraUS Wireless I, LLC,
a Delaware limited liability company

By: ___________________________
Name: Sue-Hyung Shin
Title: Managing Director
Date: _________________

EXHIBIT A

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT