

FILED FOR RECORD
at 1:30 o'clock PM

JAN 23 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.

ORDER # 18,597

AN ORDINANCE OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS APPROVING THE LEASE OF SPACE ON ONE TILLMAN INFRASTRUCTURE LLC RADIO TOWER NEAR CADDO MILLS, TEXAS FOR THE HUNT COUNTY PUBLIC SAFETY RADIO SYSTEM AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Hunt County, Texas approved the creation and implementation of a new public safety radio system in September 2022; and

WHEREAS, the County's radio program consultant has been actively locating, researching, and securing the best possible radio tower space options including the opportunity to mount radio equipment on buildings, existent towers, and to build new towers when economically feasible; and

WHEREAS, locations for radio tower space near the city of Caddo Mills, Texas were needed according to the Public Safety Radio System plans; and

WHEREAS, the County's radio program consultant was able to negotiate favorable leases with Tillman Infrastructure LLC for available space on a radio tower they own and/or lease near that city attached hereto as "Exhibit A".

BE IT ORDAINED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

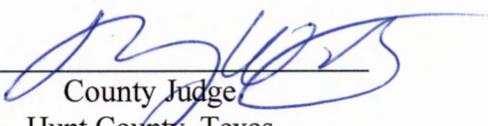
Section 1. Findings. The statements contained in the preamble to this Resolution are true and correct and are hereby adopted as findings of fact and as part of the operative provision hereof.

Section 2. Approved Execution. That the Hunt County Judge is authorized to execute the lease for available space on the Tillman Infrastructure LLC radio tower detailed in the attached Exhibit A for the Hunt County Public Safety Radio System.

Section 3. Setting an Effective Date. This Ordinance shall take effect immediately upon approval.

The foregoing Ordinance was adopted on January 23, 2024.

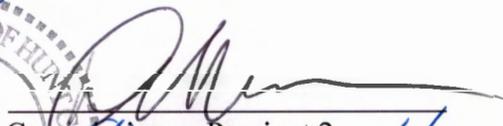
(Signatures on following page)



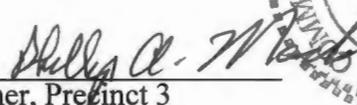
County Judge
Hunt County, Texas



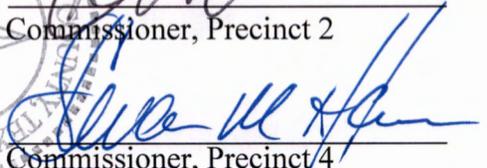
Commissioner, Precinct 1



Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4



ATTEST:



County Clerk
Hunt County, Texas

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Tillman Infrastructure LLC, a Delaware limited liability company, whose address is 152 W 57th Street, 27th Floor, New York, New York 10019 ("**Landlord**") and The County of Hunt, Texas, a political subdivision of the State of Texas, whose address is 2507 Lee Street, 2nd Floor, Greenville, Texas 75401 ("**Tenant**").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner or holder of an interest in a portion of real property located at 4029 W Interstate 30 Caddo Mills, TX 75135, as further described on **Exhibit A** (the "**Property**"), a portion of which Landlord leased from the Landowner, as further described on **Exhibit A** (the "**Site**"). The Site includes the Access and Utility Easements as further described on **Exhibit A** and the Premises which is comprised of approximately two hundred fifty six (256) square feet for the placement of Tenant's ground-based equipment plus any additional, non-exclusive portions of the Site which Tenant may require to access or provide utilities to its facilities as generally described on **Exhibit B** (the "**Premises**").

2. Landlord Cooperation. Prior to the Commencement Date (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but are not limited to, providing access to the Site for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord, to the extent it may do so under applicable law and the terms of any underlying ground leases, easements or other controlling documents, authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents limited power of attorney to take all such actions Tenant requires to fulfill all of Tenant's rights under this Lease and the requirements of the Antenna Facilities as depicted on **Exhibit B** attached on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals so long as the applications for such approvals are consistent with the terms of this Agreement and the underlying lease pursuant to which Landlord holds a leasehold estate.

3. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless public safety communications (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**"). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities, so long as no other tenants of Landlord on the Property are adversely affected. Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("**Tower**"), Landlord warrants that the Tower has structural capacity to support Tenant's equipment as shown on **Exhibit B**, (b) Tenant shall have the right, with the prior written consent of Landlord, which may be withheld in its sole discretion, to install, modify, remove or add to the equipment shown on **Exhibit B** at any time during the Term, within its reserved six (6) foot RAD Center with a centerline at 172 feet, and its reserved seventeen (17) foot RAD Center with a centerline at 200 feet, however, such installation, modification removal or addition may result in an increase in Rent, as defined below, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B**.

4. Lease Term.

a) The Initial Term of the Lease shall be twenty (20) years commencing on the earlier of June 1, 2024, and the first of the month following the installation of Tenant's equipment (the "**Commencement Date**") and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for two (2) successive renewal term of five (5) years (each a "**Renewal Term**"), provided, however, that either party may elect not to renew by providing notice at least two hundred seventy (270) days prior to the expiration of the then current Term.

5. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of nine hundred and 00/100 dollars (\$900.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 14, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable in advance and must be received by Landlord the first day of each month, subject to a five percent (5%) per month finance charge for payments not received within thirty (30) days of the due date.

b) The monthly Rent shall increase by an amount equal to two percent (2%) per year commencing on the first anniversary of the Commencement Date and annually thereafter for the Term of this Lease.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Tenant shall cooperate with Landlord regarding the use of any electronic rent payment systems or the provision of any associated documentation.

d) Tenant shall be responsible for all site acquisition, installation and construction activities, and third-party costs related to the permitting and installation of the Antenna Facilities on the Premises, unless a services agreement is executed between the parties.

e) Landlord reserves the right to increase the Rent payable hereunder in the event that Tenant modifies, changes, replaces or adds to its Antenna Facilities, provided however, that Tenant shall have the right to replace its Antenna Facilities with "like-kind" equipment without incurring an increase in the Rent. Any change of Antenna Facilities within the Premises and/or Rent shall be memorialized by a written amendment to this Lease.

6. Interference. Tenant shall not interfere with the radio frequency communications or equipment of Landlord or any of Landlord's tenants or modify its Antenna Facilities such that it causes interference. Any such interference shall be deemed a material breach of this Lease by Tenant and Tenant shall remove the cause of the interference within forty-eight (48) hours of notice.

7. Utility Services.

a) Tenant shall have the right, as defined in Exhibit B, to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment to service its Antenna Facilities (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utility charges for electricity, or any other utility service used by Tenant on the Premises. Tenant will install separate meters for Tenant's utility usage at Tenant's sole cost and expense.

8. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Site for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**").

9. Termination. Tenant may terminate this Lease without further liability by giving no less than 180 days' notice of its intent not to renew for a subsequent term, or further upon one hundred and eighty (180) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; or (iii) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities.

10. Casualty and Condemnation. If the Premises or Antenna Facilities are materially damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims, and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Premises, (iii) any moving or relocation benefit available to Tenant, and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time.

11. Default and Right to Cure.

a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) days after written notice from Landlord of such failure to pay; (ii) Tenant's failure to cure an interference problem as required by Section 6 within forty-eight (48) hours after written notice of such failure; or (iii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 8 within seventy-two (72) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable

control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

12. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Site, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment for which Tenant is liable. Should the portion of the Tenant's portion of be negated due to the governmental purpose of their equipment and its use, Tenant's tax liability may be zero.

13. Insurance and Subrogation and Indemnification.

During the Term, Tenant will maintain liability coverage it currently holds through an intergovernmental risk pool offered by the Texas Association of Counties.

a) . During the term of this Agreement, the parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution as a political subdivision of the State of Texas, and any provision that purports to require indemnification by the Tenant is invalid. Nothing in this Agreement requires that the Tenant incur debt, assess, or collect funds, or create a sinking fund. To the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, Tenant agrees to hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorney's fees and costs of defense) arising directly or indirectly out of the operation or performance of Tenant under this Agreement.

b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b), (c) and (d) above shall survive the expiration or termination of this Lease

14. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Hunt County, Texas
Attn: County Judge
2507 Lee Street, 2nd Floor
Greenville, Texas 75401

If to Landlord, to:

Tillman Infrastructure
Attn: Suruchi Ahuja, CFO
152 W. 57th St., 27th Floor
New York, NY 10019

Copy to:

Scott, Ray, Pemberton & Goll PLLC
Attn: Hunt County Civil Attorney
2608 Stonewall Street
Greenville, Texas 75401

Per the W-9 Form Rent is to be paid to:

Tillman Infrastructure LLC
152 W. 57th St., 27th Floor
New York, NY 10019

15. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (c) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Site in good order and condition and in compliance with all applicable laws.

16. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord to the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, . Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Site, except those brought onto the Site by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

17. Assignment.

a) Tenant shall not assign, sublet or transfer this Lease without the written consent of Landlord, which may be withheld at its sole discretion.

b) Landlord shall have the right to assign and transfer this Lease. Upon Tenant's receipt of notice of such a sale, transfer, or assignment, Landlord shall be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease.

18. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the “**Work**”) during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

19. Marking and Lighting Requirements. If any tower or other support structure for Tenant’s Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

20. Construction and Installation.

(a) **Approval in Advance; Good and Workmanlike Manner.** Tenant’s installation of the Antenna Facilities and all subsequent approved modifications of the Antenna Facilities of Tenant (collectively, the “**Work**”) shall (i) be made in a good and workmanlike manner using prime quality materials, (ii) comply with all applicable federal, state and local laws, regulations and standards, including those of the FCC, (iii) be performed by licensed and reputable contractors or mechanics approved, in writing, by Landlord (such approval not to be unreasonably withheld, conditioned or delayed), (iv) be made in accordance with detailed plans and specifications approved, in writing, by Tillman (the plans and specifications attached as **Exhibit B** are deemed approved by Landlord); and (v) incorporate any reasonable modifications, terms and conditions requested by Landlord. Tenant shall commence the Work only after it has obtained all required permits and has delivered copies to Landlord.

(b) **Inspections Permitted.** Landlord may inspect the Work or any portion of Tenant’s Antenna Facilities including cables, at any time during Tenant’s construction and installation of the Antenna Facilities and upon reasonable notice to Tenant at all other times.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys’ fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Site. Any amendments to this Lease must be in writing and executed by both parties.

c) The Parties acknowledge that Tenant’s interest and right to use and occupy the Premises are derived from and governed by the provisions of the Prime Lease. Notwithstanding the provisions contained herein to the contrary, Tenant understands and agrees that the rights granted under this Agreement, including but not limited to the right of ingress, egress, access and any rights installation or repair are subject to the provisions of the Prime Lease. In the event landlord’s rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this Agreement shall terminate upon the effective termination date of the Prime Lease. A copy of which is attached hereto as **Exhibit C**.

d) Tenant agrees to cooperate with Landlord in the event Landlord requests Tenant execute a subordination, non-disturbance and attornment agreement with regards to any lender of Landlord.

e) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

f) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

g) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

h) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

i) This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

j) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the legal execution hereof by both Landlord and Tenant. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

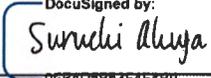
k) Tenant shall not encumber the Premises with any lien, mortgage or deed of trust, and shall keep the Premises free and clear of all liens and claims including mechanics and materialmen's liens, claims, demands, obligations and liabilities (each a "**Claim**") arising out of this Lease or Tenant's use of the Property. Tenant shall take full responsibility for and promptly discharge any Claim or alleged Claim arising by, through, against or under Tenant, but not otherwise.

l) Within thirty (30) days after termination of this Agreement, Tenant shall remove its facility from the Premises and shall coordinate the removal of the Antenna Facilities from the Tower with Landlord. Tenant shall be responsible for payment of double the current Rent until such time as the facility is removed. If the facility is not removed within thirty (30) days, then the facility and Antenna Facility shall be deemed abandoned and all rent payments shall cease.

m) Estoppel. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

-SIGNATURE PAGES TO FOLLOW-

LANDLORD: Tillman Infrastructure LLC, a Delaware limited liability company

DocuSigned by:

By: _____
Printed Name: Suruchi Ahuja
Title: CEO
Date: 1/29/2024

TENANT: The County of Hunt, Texas, a political subdivision of the State of Texas

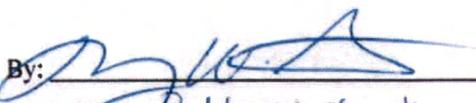
By: 
Printed Name: Bobby W. Stovall
Title: County Judge
Date: 1-23-2024

EXHIBIT A
Legal Description
Page 1 of 3

The Property is described as follows:

TRACT ONE:

BEING a tract of land situated in the Clemente Busilla Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for the Northeast corner of said 101.2 acre tract and the Northwest corner of a 13.54 acre tract of land conveyed to P. D. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;

THENCE South 00°00'00" East, along the East line of said 101.2 acre tract and the West line of said 13.54 acre tract, at a distance of 2.59 feet a post found and for a total distance of 290.98 feet to a 1/2" capped iron pin set for corner;

THENCE North 78°56'11" West, a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the South line of said 1.2 acre tract and a North line of said 101.2 acre tract

THENCE South 88°33'55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre

tract, a distance of 144.27 feet to a 1/2" capped iron pin set for the Southeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract

THENCE North 00°05'15" West, along a West line of said 101.2 acre tract and the East line of said 1.2 acre tract, a distance of 230.50 feet to a 1/2" capped iron pin set for a Northeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract

THENCE North 70°59'25" West, along a Northeast line of said 1.2 acre tract and a Southwest line of said 101.2 acre tract, a distance of 23.42 feet to a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a Northeast corner of said 1.2 acre tract and a West corner of said 101.2 acre tract

THENCE North 53°42'03" East, along the Southeast right-of-way line of Interstate Highway No. 30 and a Northwest line of said 101.2 acre tract, a distance of 43.57 feet to the Place of Beginning and containing 0.131 acres of land (5,686 square feet)

EXHIBIT A
Legal Description
Page 2 of 3

TRACT TWO.

BEING a tract of land situated in the Clemente Bustilla Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 606, Deed Records, Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a North corner of said 101.2 acre tract and for the West corner of a 1.2 acre tract of land conveyed to Jack Allen Stoneking by deed recorded in Volume 534, Page 8, Deed Records, Hunt County, Texas;

THENCE South 88° 33' 55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 195.14 feet to a 1/2" capped iron pin set for corner;

THENCE South 78° 56' 11" East, a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the East line of said 101.2 acre tract and on the West line of a 13.54 acre tract of land conveyed to P.D. England LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;

THENCE South 00° 00' 00" East, along the East line of said 101.2 acre tract and the West line of said 13.54 acre tract, a distance of 663.33 feet to a 1/2" capped iron pin set for corner

THENCE North 44° 22' 17" West, a distance of 782.42 feet to a 1/2" capped iron pin set for corner on the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30;

THENCE North 54° 25' 55" East, along the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30, a distance of 240.00 feet to the Place of Beginning and containing 4.869 acres of land (212,115 square feet)

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.

The Site is described as follows: (the leased compound under the Prime Lease)

80' X 80' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustilla Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set and the Point of Beginning; thence N 05°06'22" E a distance of 80.00 feet to a 5/8" rebar set; thence S 84°53'38" E a distance of 80.00 feet to a 5/8" rebar set; thence S 05°06'22" W a distance of 80.00 feet to a 5/8" rebar set; thence N 84°53'38" W a distance of 80.00 feet to the Point of Beginning. Said above described Lease Area contains 6,400.0 square feet or 0.15 acres, more or less.

EXHIBIT A
Legal Description
Page 3 of 3

The Access, Fiber and Utility Easement is described as follows:

25' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set; thence N 05°06'22" E a distance of 40.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 25 feet in width lying 12.5 feet each side of the following described centerline; thence N 84°53'38" W a distance of 152.97 feet to a point; thence N 43°51'13" W a distance of 259.59 feet, more or less, to a point on the southeasterly right-of-way line of Interstate Highway 30 and the Point of Ending. Said above described Easement contains 10,314.1 square feet or 0.24 acres, more or less.

20' UTILITY EASEMENT (AS-SURVEYED)

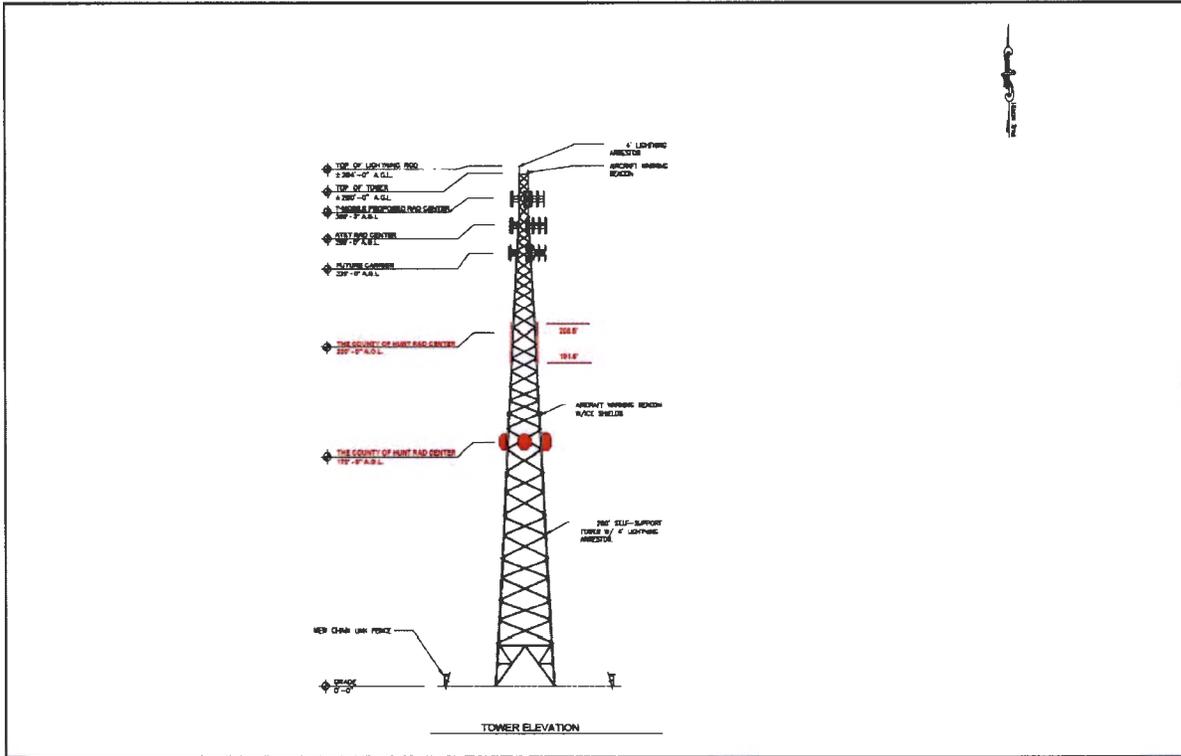
Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set; thence N 05°06'22" E a distance of 80.00 feet to a 5/8" rebar set; thence S 84°53'38" E a distance of 70.00 feet to the Point of Beginning of a Utility Easement being 20 feet in width lying 10 feet each side of the following described centerline; thence N 05°06'22" E a distance of 208.95 feet to a point; thence N 84°53'38" W a distance of 40.95 feet to the Point of Ending. Said above described Easement contains 4,998.0 square

EXHIBIT B

Page 2 of 2

Diagram of Tower with location of Equipment



[Equipment List Attached]

MOUNTS					
MOUNT TYPE	MANUFACTURER	MODEL #	QUANTITY	WEIGHT	
Omni Antenna Clamp	Sinclair	CLAMP006B	4	12 lbs each	
Omni Antenna Side Mount Kit	Sinclair	SMK-425-A7-T3	2	80 lbs each	
Omni Antenna SM Clamp	Sinclair	CLAMP17	4	5 lbs each	
MW Universal Pipe Mount	Commscope	PM-SU4-63	3	138 lbs each	
MW Side Strut Kit	Commscope	VSTRUT-P3KIT	3	13.228 lbs each	
TOWER MOUNTED EQUIPMENT SUMMARY					
EQUIPMENT TYPE	ANTENNA (Yes/No)	RRU/TMA (Yes/No)	MW (Yes/No)	COAX/FIBER (Yes/No)	OTHER (Yes/No)
	Yes	No	Yes	Yes	Tower Top Amplifier (TTA)
TOTAL QUANTITY	2	0	3	6	1
CENTERLINE:	200' (omni antennas)		CENTERLINE:	172' (3 microwave dishes)	
ANTENNA REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Sinclair SC49-HWBLDF (Omni)	2 @ 200' CL AGL	68 lbs. each	203" (~17' length)	5"	5"
Omni Bases @ 191.5'					
Omni Tips @ 208.5'					
RRU/TMA REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Combilent CP00732 (TTA)	1	12 lbs.	9.5"	4"	4"
MICROWAVE REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Commscope VHLP6-6W (Microwave)	3 @ 172' CL AGL	190 lbs. each	74.8" (6' dia.)	74.8" (6' dia.)	47.5"
COAX/FIBER REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	DIAMETER		
RFS LCF78-50JA (Omni Ants)	2	0.27 lb/ft	7/8" Cellflex, Foam-Dielectric Coaxial Cable		
Tower Top Amplifier (TTA)	1	0.125 lb/ft	1/2" CELLFLEX® Foam-Dielectric Coaxial Cable		
Commscope EW63 (Microwave)	3	0.511 lb/ft	Elliptical; 2.012" x 1.161"		
FREQUENCIES					
TRANSMIT (TX)	Specific TX TBD	700/800 Public Safety frequency band		FCC application filings have not been submitted	
RECEIVE (RX)	Specific RX TBD	700/800 Public Safety frequency band		FCC application filings have not been submitted	
TOWER SPACE REQUIREMENTS					
Total Continuous vertical space required			3' separation from all tips and bases for all County antennas		
Total ground space required			12'x12' equip shelter & ~4'x8' generator (see additional notes below).		
ADDITIONAL NOTES: The generator and radio equipment shelter have not been purchased yet. The County may go the used route on the shelter but regardless if the shelter is used or new it will be the typical prefab concrete communication shelter. The generator will have an intergated diesel fuel tank.					

EXHIBIT C

Prime Lease

[See attached]

Market: _____
Cell Site Number: _____
Cell Site Name: _____
Search Ring Name: _____
Fixed Asset Number: 14503

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Jason Lee Mayfield and wife, Stacey L. Mayfield, whose mailing address is 674 County Road 1787, Yantis, TX 75497 (“**Landlord**”) and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, identified by the Hunt County Appraisal District as Parcel #205573, Hunt County, State of Texas (the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property, known as the Premises, in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property consisting of a 80’ x 80’ parcel of property including the air space above such ground space as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, registrations with the Federal Communications Commission and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional six (6) months (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional _____ no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord, providing Tenant's assignee fully accepts existing and future obligations and liabilities of Tenant. Including the payment of any rental or other sums due.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and related activities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable tower and support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of one hundred twenty (120) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Property's main entry point to the equipment shelters or cabinets, install a generator(s) and to make other improvements, additions, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes to the Structure or relocate the Communication Facility or add additional cabinets within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term**.”

4. RENT.

(a) Rent shall automatically commence upon the earlier of one hundred twenty (120) days after Tenant exercises the Option or upon the first day of the calendar month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the tenth (10th) day of each calendar month in advance, _____ (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by _____ percent _____ over the Rent paid during the previous term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter

intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of Two Million and No/100 Dollars (\$2,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage or by adding this site as an endorsement on a pre-existing master policy which contains the above limit. A copy of the insurance policy will be proved by Tenant before construction begins.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as Exhibit 2.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“Claims”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant’s sole determination, renders the condition of the Premises or Property unsuitable for Tenant’s use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“Access”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant, its subtenants, lessees assigns and licensees an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant (the “Access Easement”). Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 4, and upon Tenant’s request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement, causes out of Landlord’s control accepted. If Tenant elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, suite audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, as any UAS operator acting on Tenant’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, _____ per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during the term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature

constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove all portions of the Communication Facility, including 3 feet of the concrete below ground, brought on the Premises within one hundred twenty (120) days of the termination of this agreement. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

(c) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement, in, on under and over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of maintaining and operating the Communication Facility and constructing, operating, upgrading and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant and such service companies may from time to time require in order to provide such services to the Premises (the "Utility Easement"). Upon Tenant's or service company's request, Landlord will execute a separate recordable Utility Easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment provides that Tenant's assignee fully accepts and assumes all existing and future obligations and liabilities of Tenant under this Agreement.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Tillman Infrastructure LLC
West 57th Street 8th Floor
New York, New York 10019
Attn: Lease Administration

With a copy to: Tillman Infrastructure LLC
152 West 57th Street 8th Floor
New York, New York 10019
Attn: Suruchi Ahuja

If to Landlord: Jason and Stacey Mayfield
674 County Road 1787
Yantis, TX 75497
Telephone: 972.877.0793

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment provides that Tenant's assignee fully accepts and assumes all existing and future obligations and liabilities of Tenant under this Agreement.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Tillman Infrastructure LLC
West 57th Street 8th Floor
New York, New York 10019
Attn: Lease Administration

With a copy to: Tillman Infrastructure LLC
152 West 57th Street 8th Floor
New York, New York 10019
Attn: Suruchi Ahuja

If to Landlord: Jason and Stacey Mayfield
674 County Road 1787
Yantis, TX 75497
Telephone: 972.877.0793

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination

within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility including the Structure or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall pay when due all real property taxes on the Property, including the Premises. In the event that landlord fails to pay such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Rent amount due under this Lease. Notwithstanding the foregoing, Tenant shall pay, when due, any personal property taxes, real property tax, back tax, increase due to loss of agriculture exemption or any other tax or fee which is directly attributable to the premises or installation of Tenant's Communication Facility.

(b) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the below address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10017
Attn: Network Real Estate Administration--Taxes

(c) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. For purposes of this Paragraph, any transfer, bequest or devise of Lessor's interest in the Property as a result of estate planning by Landlord or death or sale for the purposes other than wireless communication purposes shall not be considered a sale of the Property for which Tenant has any right of first refusal.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tillman Infrastructure LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in

two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(o) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement, including any Subordination, Non-Disturbance and Attornment Agreement.

(p) **Confidentiality.** The terms and conditions of this Agreement are confidential between the parties and Landlord shall not disclose the same to anyone else, except to Landlord's accountant, attorney and as agreed to by the Parties (except as to sublessees), or as is necessary to effectuate the terms of this Agreement. Any Disclosure in violation of this Section shall be deemed a material breach of this Agreement.

(q) **Estoppel.** Either party will, at anytime upon twenty(20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing(i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and(ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(r) **Rules Against Perpetuities.** If this Agreement or any covenants or provisions herein would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities, then the same shall continue until 20 years and 6 months after the date of death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Premises is located who are serving on the date of this Agreement

(s) **Security Interest.** Tenant has the right to assign, mortgage or grant a security interest in all or a portion of Tenant's interest in and to this Agreement, Premises, the Structure, Communication Facility, equipment and Easements, and may assign such Tenant's interests to any such assignee, mortgagees, or holders of security interests, all without Landlord's consent ("Secured Party" or, collectively, "Secured Parties"). If requested, Lessor shall execute such consent to Tenant's financing as may reasonably be required by Secured Parties.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

Jason Lee Mayfield

By: [Signature]

Its: Owner

Date: 7-8-19

Stacey L. Mayfield

By: Stacey L. Mayfield

Its: Owner

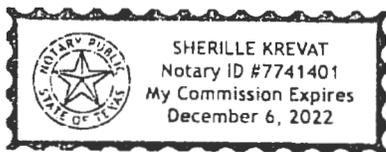
Date: 7/8/19

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS)
) ss:
COUNTY OF HUNT)

BE IT REMEMBERED, that on this 8th day of July, 2019 before me, the subscriber, a person authorized to take oaths in the State of Texas, personally appeared Jason Lee Mayfield and Stacey L. Mayfield who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the persons named in the within instrument; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

Sherille Krevat
Notary Public: Sherille Krevat
My Commission Expires: 12/6/2022



IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“WITNESSES”

Name: _____

Name: _____

“TENANT”

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: *Doug Walsh*

Name: Doug Walsh

Its: Regional Vice President-Southwest
as Authorized Signatory.

Date: 9/24/19

ACKNOWLEDGMENT FOR TENANT

STATE OF TEXAS)

COUNTY OF Dallas)

This instrument was acknowledged before me on 9-24-19 by Doug Walsh, Regional Vice President - Southwest, of Tillman Infrastructure LLC, as Authorized Signatory for Tillman Infrastructure LLC, a Delaware limited liability company, on behalf of said company

WITNESS my hand and official seal.



Signature: *[Signature]*
My Commission Expires: _____
Commission Number: _____

EXHIBIT 1
DESCRIPTION OF THE PREMISES AND ACCESS AND UTILITY EASEMENTS:
Page 1 of 3

to the Option and Lease Agreement dated _____, 20____, by and between Jason Lee Mayfield and Stacey L. Mayfield, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019, as Tenant.

The Property is legally described as follows:

TRACT ONE:

BEING a tract of land situated in the Clemente Busti Ila Suivey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for the Northeast corner of said 101.2 acre tract and the Northwest corner of a 13.54 acre tract of land conveyed to P D. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;
THENCE South 00°00'00" East, along the East line of said 101.2 acre tract and the Westline of said 13.54 acre tract, at a distance of 2.59 feet a post found and for a total distance of 290.98 feet to a 1/2" capped iron pin set for corner; THENCE North 78°56'11" West, a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the South line of said 1.2 acre tract and a North line of said 101.2 acre tract;
THENCE South 88°33'55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 144.27 feet to a 1/2" capped iron pin set for the Southeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;
THENCE North 00°05'15" West along a West line of said 101.2 acre tract and the East line of said 1.2 acre tract a distance of 230.50 feet to a 1/2" capped iron pin set for a Northeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;
THENCE North 70°59'25" West, along a Northeast line of said 1.2 acre tract and a Southwest line of said 101.2 acre tract a distance of 23.42 feet to a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a Northeast corner of said 1.2 acre tract and a West corner of said 101.2 acre tract
THENCE North 53°42'03" East, along the Southeast right-of-way line of Interstate Highway No. 30 and a Northwest line of said 101.2 acre tract, a distance of 43.57 feet to the Place of Beginning and containing 0.131 acres of land (5,686 square feet).

TRACT TWO:

BEING a tract of land situated in the Clemente Busti Ila Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows.

Initials:
Landlord: _____
Tenant: _____

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a North corner of said 101.2 acre tract and for the West corner of a 1.2 acre tract of land conveyed to Jack Allen Stoneking by deed recorded in Volume 534, Page 8, Deed Records, Hunt County, Texas;
THENCE South 88° 33' 55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 195.14 feet to a 1/2" capped iron pin set for corner;
THENCE South 78° 56' 11" East a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the East line of said 101.2 acre tract and on the Westline of a 13.54acre tract of land conveyed to P.O. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;
THENCE South 00° 00' 00" East, along the East line of said 101.2 acre tract and the West line of said 13.54 acre tract a distance of 663.33 feet to a 1/2" capped iron pin set for corner,
THENCE North 44° 22' 17" West a distance of 782.42 feet to a 1/2" capped iron pin set for corner on the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30;
THENCE North 54° 25' 55" East, along the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30, a distance of 240.00 feet to the Place of Beginning and containing 4.869 acres of land (212,115 square feet).

Initials:
Landlord: ____
Tenant: ____

EXHIBIT 1
DESCRIPTION OF THE PREMISES AND ACCESS AND UTILITY EASEMENTS:
Page 3 of 3

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Initials:
Landlord: _____
Tenant: _____

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

17828

Fixed Asset No. 14503
Market: _____
Cell Site Number: _____
Cell Site Name: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 24 day of September, 2019, by and between Jason Lee Mayfield and wife, Stacey L. Mayfield, whose mailing address is 674 County Road 1787, Yantis, TX 75497 (hereinafter referred to as "Landlord") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the 24 day of September, 2019, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property located and identified by Hunt County Appraisal District #205573, Hunt County, State of Texas (the "Real Property"), and as is more particularly described on Exhibit 1 hereto.
2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Nine (9) successive automatic Five (5) year options to renew.
3. The portion of the Property being leased to Tenant and associated access and utility easements are described in Exhibit 2 annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Jason Lee Mayfield

By: [Signature]
Its: Owner
Date: 7-8-19

Stacey L. Mayfield

By: [Signature]
Title: Owner
Date: 7/8/19

Name: _____

Name: _____

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: [Signature]
Name: [Signature]
Its: [Signature]
Date: 9/24/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On the 24 day of September in the year of 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Dan Walsh Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



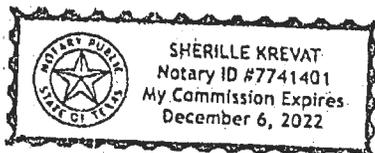
Signature: [Signature]
My Commission Expires: _____
Commission Number: _____

LANDLORD ACKNOWLEDGMENT

STATE OF TEXAS)
) ss:
COUNTY OF HUNT)

BE IT REMEMBERED, that on this 8th day of July, 2019 before me, the subscriber, a person authorized to take oaths in the State of Texas, personally appeared, Jason Lee Mayfield and Stacey L. Mayfield who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the persons named in the within instrument; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

WITNESS my hand and official seal.



Signature: [Signature]
My Commission Expires: 12/6/2022
Commission Number: 07741401

EXHIBIT 1
DESCRIPTION OF REAL PROPERTY
Page 1 of 2

The Property is legally described as follows:

TRACT ONE:

BEING a tract of land situated in the Clemente Bustilla Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for the Northeast corner of said 101.2 acre tract and the Northwest corner of a 13.54 acre tract of land conveyed to P D. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;

THENCE South 00°00'00" East, along the East line of said 101.2 acre tract and the Westline of said 13.54 acre tract, at a distance of 2.59 feet a post found and for a total distance of 290.98 feet to a 1/2" capped iron pin set for corner; THENCE North 78°56'11" West, a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the South line of said 1.2 acre tract and a North line of said 101.2 acre tract;

THENCE South 88°33'55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 144.27 feet to a 1/2" capped iron pin set for the Southeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;

THENCE North 00°05'15" West along a West line of said 101.2 acre tract and the East line of said 1.2 acre tract a distance of 230.50 feet to a 1/2" capped iron pin set for a Northeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;

THENCE North 70°59'25" West, along a Northeast line of said 1.2 acre tract and a Southwest line of said 101.2 acre tract a distance of 23.42 feet to a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a Northeast corner of said 1.2 acre tract and a West corner of said 101.2 acre tract

THENCE North 53°42'03" East, along the Southeast right-of-way line of Interstate Highway No. 30 and a Northwest line of said 101.2 acre tract, a distance of 43.57 feet to the Place of Beginning and containing 0.131 acres of land (5,686 square feet).

EXHIBIT 1
DESCRIPTION OF REAL PROPERTY
Page 2 of 2

TRACT TWO:

BEING a tract of land situated in the Clemente Bustilla Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows.

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a North corner of said 101.2 acre tract and for the West corner of a 1.2 acre tract of land conveyed to Jack Allen Stoneking by deed recorded in Volume 534, Page 8, Deed Records, Hunt County, Texas; THENCE South 88° 33' 55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 195.14 feet to a 1/2" capped iron pin set for corner;

THENCE South 78° 56' 11" East a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the East line of said 101.2 acre tract and on the West line of a 13.54 acre tract of land conveyed to P.O. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas; THENCE South 00° 00' 00" East, along the East line of said 101.2 acre tract and the West line of said 13.54 acre tract a distance of 663.33 feet to a 1/2" capped iron pin set for corner,

THENCE North 44° 22' 17" West a distance of 782.42 feet to a 1/2" capped iron pin set for corner on the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30; THENCE North 54° 25' 55" East, along the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30, a distance of 240.00 feet to the Place of Beginning and containing 4.869 acres of land (212,115 square feet).

Exhibit 2
DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page 1 of 2

to the Memorandum of Lease dated September 24, 2019, by and between Jason Lee Mayfield and Stacey L. Mayfield, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019, as Tenant.

The Premises are described and/or depicted as follows:

80' X 80' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set and the Point of Beginning; thence N 05°06'22" E a distance of 80.00 feet to a 5/8" rebar set; thence S 84°53'38" E a distance of 80.00 feet to a 5/8" rebar set; thence S 05°06'22" W a distance of 80.00 feet to a 5/8" rebar set; thence N 84°53'38" W a distance of 80.00 feet to the Point of Beginning. Said above described Lease Area contains 6,400.0 square feet or 0.15 acres, more or less.

The Access, Fiber and Utility Easement is described as follows:

25' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set; thence N 05°06'22" E a distance of 40.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 25 feet in width lying 12.5 feet each side of the following described centerline; thence N 84°53'38" W a distance of 152.97 feet to a point; thence N 43°51'13" W a distance of 259.59 feet, more or less, to a point on the southeasterly right-of-way line of Interstate Highway 30 and the Point of Ending. Said above described Easement contains 10,314.1 square feet or 0.24 acres, more or less.

20' UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

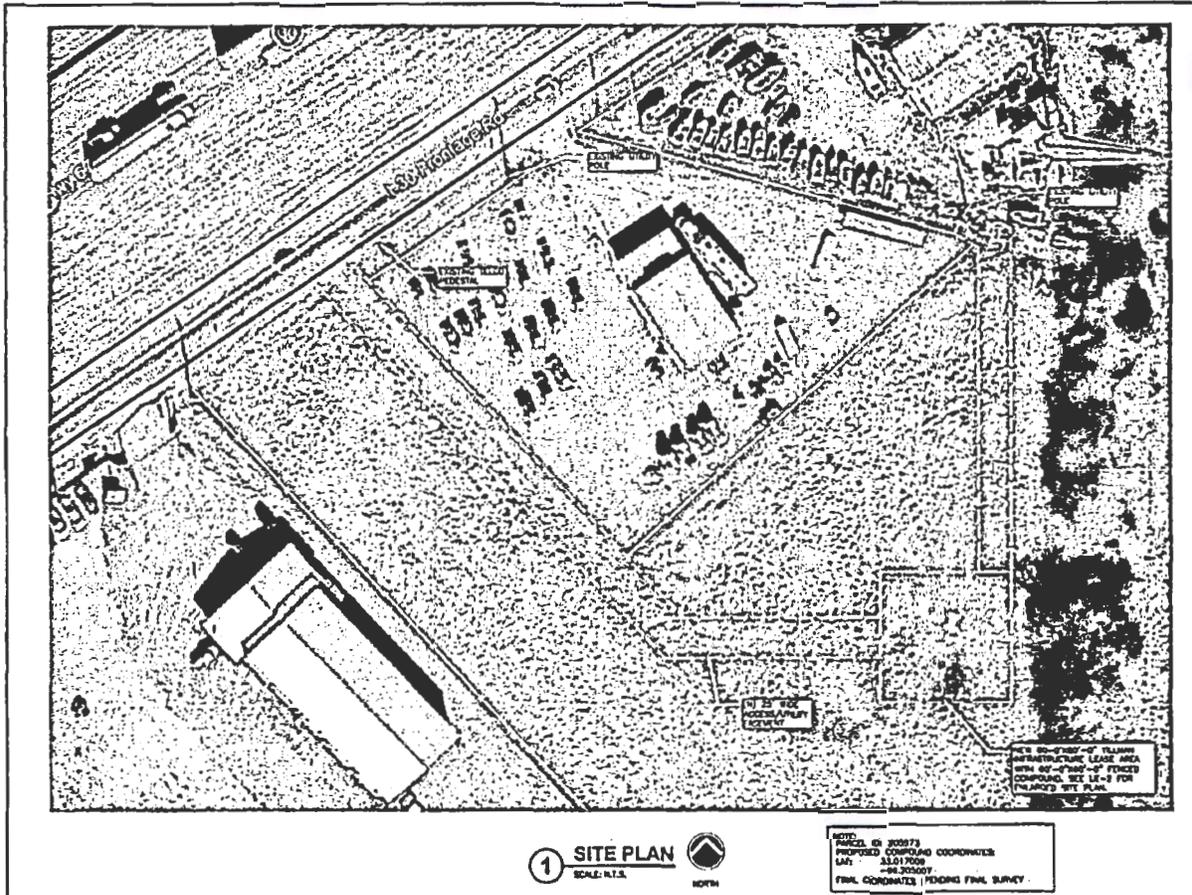
Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set; thence N 05°06'22" E a distance of 80.00 feet to a 5/8" rebar set; thence S 84°53'38" E a distance of 70.00 feet to the Point of Beginning of a Utility Easement being 20 feet in width lying 10 feet each side of the following described centerline; thence N 05°06'22" E a distance of 208.95 feet to a point; thence N 84°53'38" W a distance of 40.95 feet to the Point of Ending. Said above described Easement contains 4,998.0 square

Exhibit 2
DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page 2 of 2

to the Memorandum of Lease dated September 24, 2019, by and between Jason Lee Mayfield and Stacey L. Mayfield, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019, as Tenant.

The Premises are described and/or depicted as follows:



1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**THE STATE OF TEXAS
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the
date and time stamped heron by me and was duly
RECORDED in the Records of Hunt County, Texas
2020-04229
03/10/2020 04:13:34 PM



Jennifer Lindenzweig

Jennifer Lindenzweig, County Clerk
Hunt, Texas

Prepared by:
Tillman Infrastructure LLC
Attn: Leo Dugan, Esq.
299 Market Street, Suite 350
Saddle Brook, NJ 07663

TI-OPP Number: TI-OPP-14503
Fixed Asset Number: 14880523

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

THIS FIRST AMENDMENT TO AND RESTATEMENT OF OPTION AND LEASE AGREEMENT (“Amendment”) dated as of the latter signature dates below (“Effective Date”) by and between Jason Lee Mayfield and wife, Stacey L. Mayfield, having a mailing address of 674 County Road 1787, Yantis, TX 75497 (“Landlord”) and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Option and Lease Agreement, dated September 24, 2019 (“Agreement”), whereby Landlord leased to Tenant a portion of the real property (hereinafter referred to as “Premises”) located at 4029 W Interstate 30 Caddo Mills, TX 75135 (“Property”), being more particularly described in the attached Exhibit “A”; and

WHEREAS, Landlord and Tenant desire and intend to amend, supplement and ratify the Agreement in order to extend the “Option Term” as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Amendment to Agreement.** Section 1(g) is added to the Agreement and states the following:

In consideration of Landlord granting Tenant an additional six (6) month Renewal Option Term commencing on March 24, 2021 to exercise its Option under the Agreement, Tenant agrees to pay the sum of \$1,500.00 within thirty (30) of the execution of this Amendment. All other terms and conditions of the Agreement shall remain in full force and effect.

2. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

3. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.

4. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

5. Landlord represents and warrants to Tenant that the Landlord is the sole owner in fee simple title to the Premises and easements and the Landlord's interest under the Agreement and that consent or approval of no other person is necessary for the Landlord to enter into this Amendment.

6. The Recitals set forth above are incorporated into and are made a part of this Amendment.

7. The parties acknowledge and agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmittal version (e.g. via pdf) of an original signature.

8. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

DocuSigned by:
Jason Mayfield
200A1B10728D470...

Jason Lee Mayfield
Date: 3/31/2021

DocuSigned by:
Stacey Mayfield
85C6238507204F1...

Stacey L. Mayfield
Date: 4/1/2021

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“TENANT”

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

DocuSigned by:
Chris Mularadelis
By: _____
EE5171B57683402...
Name: Chris Mularadelis
Its: Authorized Signatory
Date: 4/1/2021

Exhibit A

**Legal Description of the Property
Page 1 of 3**

The Property is legally described as follows:

TRACT ONE:

BEING a tract of land situated in the Clemente Busti Ila Suivey, Abstract No. 49, Hunt County, Texas, and being

part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for the

Northeast corner of said 101.2 acre tract and the Northwest corner of a 13.54 acre tract of land conveyed to P D. England, LTD by deed recorded in Volume 530, Page 429, Deed Records, Hunt County, Texas;

THENCE South 00°00'00" East, along the East line of said 101.2 acre tract and the Westline of said 13.54 acre tract, at a distance of 2.59 feet a post found and for a total distance of 290.98 feet to a 1/2" capped iron pin set for corner; **THENCE** North 78°56'11" West, a distance of 159.82 feet to a 1/2" capped iron pin set for corner on the South line of said 1.2 acre tract and a North line of said 101.2 acre tract;

THENCE South 88°33'55" East, along a North line of said 101.2 acre tract and the South line of said 1.2 acre tract, a distance of 144.27 feet to a 1/2" capped iron pin set for the Southeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;

THENCE North 00°05'15" West along a West line of said 101.2 acre tract and the East line of said 1.2 acre tract a distance of 230.50 feet to a 1/2" capped iron pin set for a Northeast corner of said 1.2 acre tract and a re-entrant corner of said 101.2 acre tract;

THENCE North 70°59'25" West, along a Northeast line of said 1.2 acre tract and a Southwest line of said 101.2 acre tract a distance of 23.42 feet to a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate

Highway No. 30 for a Northeast corner of said 1.2 acre tract and a West corner of said 101.2 acre tract **THENCE** North 53°42'03" East, along the Southeast right-of-way line of Interstate Highway No. 30 and a Northwest line of said 101.2 acre tract, a distance of 43.57 feet to the Place of Beginning and containing 0.131

acres of land (5,686 square feet).

TRACT TWO:

BEING a tract of land situated in the Clemente Busti Ila Survey, Abstract No. 49, Hunt County, Texas, and being part of a called 101.2 acre tract of land conveyed to Nellie Jewell Watson as described in deed recorded in Volume 2340, Page 608, Deed Records, Hunt County, Texas, and being more particularly described as follows.

Exhibit A

Legal Description of the Property

Page 2 of 3

BEGINNING at a 1/2" capped iron pin set on the Southeast right-of-way line of Interstate Highway No. 30 for a North corner of said 101.2 acre tract and for the West corner of a 1.2 acre tract of land conveyed to Jack Allen Stoneking by deed recorded in Volume 534, Page 8, Deed Records, Hunt County, Texas;
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THENCE South 00° 00' 00" East, along the East line of said 101.2 acre tract and the West line of said 13.54 acre tract a distance of 663.33 feet to a 1/2" capped iron pin set for corner,
THENCE North 44° 22' 17" West a distance of 782.42 feet to a 1/2" capped iron pin set for corner on the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30;
THENCE North 54° 25' 55" East, along the Northwest line of said 101.2 acre tract and the Southeast right-of-way line of Interstate Highway No. 30, a distance of 240.00 feet to the Place of Beginning and containing 4.869 acres of land (212,115 square feet).

Exhibit A

**Legal Description of the Property
Page 3 of 3**

The Premises is Legally described as follows:

80' X 80' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Volume 1451, Page 642 in the Office of the County Clerk, Hunt County, Texas lying in the Clemente Bustillo Survey, Abstract No. 49, said Hunt County and being more particularly described as follows:

Commencing at a capped rebar (illegible) found on the southeast right-of-way line of Interstate Highway 30, at the northwest corner of said certain tract of land; thence S 44°15'19" E along the southwest line of said tract of land a distance of 419.23 feet to a point; thence N 45°44'41" E leaving said southwest line a distance of 180.53 feet to a 5/8" rebar set and the Point of Beginning; thence N 05°06'22" E a distance of 80.00 feet to a 5/8" rebar set; thence S 84°53'38" E a distance of 80.00 feet to a 5/8" rebar set; thence S 05°06'22" W a distance of 80.00 feet to a 5/8" rebar set; thence N 84°53'38" W a distance of 80.00 feet to the Point of Beginning. Said above described Lease Area contains 6,400.0 square feet or 0.15 acres, more or less.

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25' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

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20' UTILITY EASEMENT (AS-SURVEYED)

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Site ID: TX11373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

ANTENNA SITE AGREEMENT

1. **Premises and Use.** SBA TOWERS II LLC, a Florida limited liability company ("Owner") leases to THE COUNTY OF HUNT TEXAS, a political subdivision of the State of Texas ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 176 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless the Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term.

COMMENCEMENT DATE: The first day of the first calendar month following the date that Tenant begins installation of its Equipment at the Site or (ii) July 1, 2024, whichever occurs first.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by January 31, 2024.

4. **Security Deposit.** Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to no more than 3 months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as grantee under a perpetual easement ("Easement"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Easement with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to an easement, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Easement. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Easement. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Easement, unless Owner's rights under the Easement have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In



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no event will Tenant be relieved of any obligations or liability hereunder.

7. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located, provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Hunt County Texas
Attn: County Judge
2507 Lee Street, 2nd Floor
Greenville, TX 75401

With a copy to:
Scott, Ray, Pemberton & Goll PLLC
Attn: Hunt County Civil Attorney
2608 Stonewall Street
Greenville, TX 75401

Owner: SBA Towers II LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: TX11373-A-04 / Celeste
(NOCC) at 888-950-7483

Rental
SBA Towers II LLC
PO Box 933730
Atlanta, GA 31193-3730
Attn: Accounts Receivable
RE: TX11373-A-04 / Celeste

9. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's

approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other



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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 and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** During the Term, Tenant will maintain liability coverage it currently holds through an intergovernmental risk pool offered by the Texas Association of Counties.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities,

including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to pursue relocation of the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of

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communications service provided by Tenant on and from Owner's property. Before pursuing relocation under this Section 14, Owner will deliver written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. If Tenant disapproves Owner's second Relocation Site, then Tenant has the right to terminate this Agreement upon 30 days' notice in writing to Owner, and, if termination notice is given, all other obligations Tenant may have are terminated, and any rent paid in advance is to be returned to Tenant pro rata. If Tenant approves of a Relocation Site, then Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under

applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. If the property tax assessor assigns no value to the Tenant's equipment nor is there any increase in assessment due to the Tenant's equipment, the Tenant's property tax liability may be zero. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. During the term of this Agreement, the parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution as a political subdivision of the State of Texas, and any provision that purports to require indemnification by the Tenant is invalid. Nothing in this Agreement requires that the Tenant incur debt, assess, or collect funds, or create a sinking fund. To the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, Tenant agrees to hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorney's fees and costs of defense) arising directly or indirectly out of the operation or performance of Tenant under this Agreement.

Owner Agrees to indemnify and hold harmless Tenant from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the Tenant including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party.

Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death,



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property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified only to the extent allowed by Article XI, Section 7 of the Texas Constitution as cited in paragraph 18 "Indemnity" by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive

the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Easement. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. 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) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) 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, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such 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; (f) 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; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards



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and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation. The following Addendum and Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).



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TENANT: THE COUNTY OF HUNT TEXAS, a political subdivision of the State of Texas

By: Bobby W. Stovall
Title: Hunt County Judge
Date: 11-28-23

Fed Tax ID: 75-6001017
Address: 2507 Lee Street, 2nd Floor
Greenville, Texas 75401

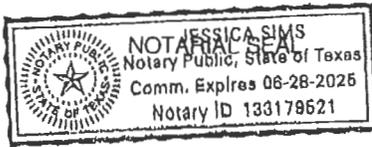
Witness: [Signature]

Witness: _____

TENANT NOTARY BLOCK:

STATE OF Texas COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 28 day of November, 2023, by Bobby Stovall, a representative of The County of Hunt Texas, a political subdivision of the State of Texas who is personally known to me or produced _____ as identification.



Jessica Sims
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF TX

My commission expires: 6-28-25

Jessica Sims
(NAME OF NOTARY)
COMMISSION NUMBER: 133179521

OWNER: SBA TOWERS II LLC, a Florida limited liability company

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Date: December 12, 2023

Fed Tax ID: 20-5388053
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Witness: Caryn Sherman

Witness: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of December, 2023, by Jason Silberstein, Executive Vice President, Site Leasing of SBA Towers II LLC, a Florida limited liability company who is personally known to me.



JOAN SHEDLOVSKY
Commission # GG 980973
Expires August 10, 2024
Bonded Thru Budget Notary Services

Joan Shedlovsky
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires: 8/10/2024

Joan Shedlovsky
(NAME OF NOTARY)
COMMISSION NUMBER: GG-980973



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ADDENDUM TO ANTENNA SITE AGREEMENT

This Addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated December 12, 2023, by and between **SBA TOWERS II LLC** ("Owner") and **THE COUNTY OF HUNT TEXAS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

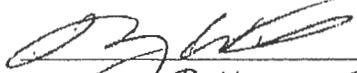
Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: THE COUNTY OF HUNT TEXAS


By: Bobby W. Stovall
Title: Hunt County Judge

OWNER: SBA TOWERS II LLC

Jason Silberstein
By: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing



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**EXHIBIT A
SITE DESCRIPTION**

Site located at: 2875 Cr 1148, situated in the City of Celeste,
County of Hunt, State of Texas 75423

Legal Description:

SURVEYOR'S FIELD NOTES FOR 0.230 ACRE TOWER TRACT:

All that certain tract or parcel of land containing 0.230 acres more or less, being out of and a part of that certain 5.831 tract of land conveyed to James C. Cagle, and Wife, Mildred L. Cagle in Vol. 867, Page 731 of the Hunt County Clerk's Files, said tract also being situated in and a part of the Sadler Survey, Abstract No. 854, Hunt County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a Found 3/4 inch iron pipe at the Southwest Corner of said 5.831 acre tract as described in a Warranty Deed with Vendor's Lien to J. J. Sanders, dated February 23, 1981, as recorded in Volume 867, Page 731, in the Deed Records of Hunt County, Texas;

THENCE North 89 degrees 37 minutes 25 seconds East (record, South 89 degrees 33 minutes 33 seconds East), along the South line of said 5.831 acre tract, for a distance of 307.67 feet to a set 5/8" iron rod with cap stamped Collins PLS #4390;

THENCE North 85 degrees 20 minutes 32 seconds East (Grid, NAD 83, Texas North Central Zone) for a distance of 327.35 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032 and the POINT OF BEGINNING of herein described tract;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 89 degrees 37 minutes 25 seconds East for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE South 00 degrees 22 minutes 35 seconds East for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE South 89 degrees 37 minutes 25 seconds West for a distance of 100.00 feet to the Point of Beginning, containing 10,000 square feet, or 0.230 acres, more or less.

SURVEYOR'S FIELD NOTES FOR 20' ACCESS & UTILITY EASEMENT:

All that certain tract or parcel of land containing 0.011 acres more or less, being out of and a part of that certain 5.831 tract of land conveyed to James C. Cagle, and Wife, Mildred L. Cagle in Vol. 867, Page 731 of the Hunt County Clerk's Files, said tract also being situated in and a part of the Sadler Survey, Abstract No. 854, Hunt County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a Found 3/4 inch iron pipe at the Southwest Corner of said 5.831 acre tract as described in a Warranty Deed with Vendor's Lien to J. J. Sanders, dated February 23, 1981, as recorded in Volume 867, Page 731, in the Deed Records of Hunt County, Texas;

THENCE North 89 degrees 37 minutes 25 seconds East (record, South 89 degrees 33 minutes 33 seconds East), along the South line of said 5.831 acre tract, for a distance of 307.67 feet to a set 5/8" iron rod with cap stamped Collins PLS #4390;

THENCE North 85 degrees 20 minutes 32 seconds East (Grid, NAD 83, Texas North Central Zone) for a distance of 327.35 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 89 degrees 37 minutes 25 seconds East for a distance of 15.00 feet to the centerline and POINT OF BEGINNING of a 20 Foot Access & Utility Easement, and proceed 10.00 feet on each side of the following described centerline;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 24.83 feet to the South right-of-way line of County Road No. 1148, same being a point on the North property line of the aforementioned 5.831 acre tract, and the POINT OF TERMINATION, containing 499 square feet, or 0.011 acres, more or less.

Latitude: 33° 18' 17.93"

Longitude: -96° 12' 3.33"



Site ID: TX11373-A-04
 Site Name: Celestie

Tenant Site ID: Site 29
 Tenant Site Name: Hunt County, Texas

EXHIBIT B

ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the Owner provided structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

Antennas:

Quantity:	Two (2)		
Type:	Omni		
Manufacturer:	Sinclair		
Model:	SC49C-HWB LDF (D00-NUFP)		
Dimensions:	203" x 5" x 5"		
Weight:	68 lbs.		
Mounting Base:	245.54'		
Mounting Center:	254'		
Mounting Tip:	262.46'		
Mounting Down tilt:	0°		
Cable:	Three (3) Total		
Number of Lines:	Two (2)	One (1)	
Cable Type:	Coax	Coax	
Cable Size:	7/8" foam	1/2" foam	

Antenna Mounts:

	Two (2)	Four (4)	Four (4)
Quantity:	Two (2)	Four (4)	Four (4)
Type:	Omni Antenna Side Mount Kit	Antenna Clamp	Antenna SM Clamp
Manufacturer:	Sinclair	Sinclair	Sinclair
Model:	SMK-425-A7-T3	CLAMP008B	CLAMP17
Dimensions:	134"x36"x4"	18"x7"x2"	9"x6"x6"
Weight:	80 lbs.	12 lbs.	5 lbs.
Mounting Center:	246'	246'	246'

Dishes:

Quantity:	Two (2)
Type:	Radome
Manufacturer:	Commscope
Model:	VHLP6-6W
Dimensions:	74.8" x 74.8" x 47.5"
Weight:	190 lbs.
Mounting Center:	231'
Mounting Orientation:	181°
Mounting Down tilt:	0°
Cable:	
Number of Lines:	Two (2)
Cable Type:	Coax
Cable Size:	See Comments



Site ID: TX11373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

Dish Mounts:	Four (4) Total	
Quantity:	Two (2)	Two (2)
Type:	Microwave Dish Universal Pipe Mount	Microwave Dish Side Strut Kit
Manufacturer:	Commscope	Commscope
Model:	PM-SU4-63	VSTRUT-P3KIT
Dimensions:	63"x12"x12"	62"x12"x12"
Weight:	138 lbs.	13.3 lbs.
Mounting Center:	231'	231'

Tower Mounted Amplifiers (TMAs):

Quantity:	One (1)
Manufacturer:	Comblent
Model:	CP00732
Dimensions:	9.6" x 4" x 4"
Weight:	12 lbs.
Mounting Center:	231'

Remote Radio Units (RRUs): N/A

RRU Modules: N/A

DC Surge Suppression Systems: N/A

Ground Space Requirements: Approximately 176.00 square feet

Provided By:	Tenant	Tenant
Type:	Shelter	Generator Pad
Dimensions:	12' x 12'	8' x 4'

ERP: N/A

Transmitter Operating Power: N/A

Generator: N/A

Frequencies: Transmit: 700/800PublicSafety MHz
Receive: 700/800PublicSafety MHz
(MW): 5.925-7.125 GHz

Tenant will amend with specific frequencies prior to installation.

Site ID: TX11373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

EXHIBIT C
MEMORANDUM OF ANTENNA SITE AGREEMENT



Site ID: TX11979-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

NOT FOR EXECUTION

After recording return to:

STATE OF TEXAS

COUNTY OF HUNT

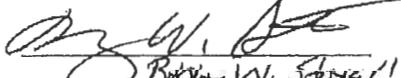
MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 2023, between **SBA TOWERS II LLC**, a Florida limited liability company "Owner" and **THE COUNTY OF HUNT TEXAS**, a political subdivision of the State of Texas "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 176 square feet at that certain site "Site" located at 2875 Cr 114-8, City of Celeste, County of Hunt, State of Texas 75423, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: THE COUNTY OF HUNT TEXAS, a political subdivision of the State of Texas

By: 
Title: County Judge
Tax No: 75-6001017
Address: 2507 Lee Street, 2nd Floor
Greenville, Texas 75401
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____



Site ID: TX11373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ of The County of Hunt Texas, a political subdivision of the State of Texas, who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA TOWERS II LLC, a Florida limited liability company

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Fed Tax ID: 20-5388053
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

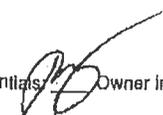
OWNER NOTARY BLOCK:

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023 by Jason Silberstein as Executive Vice President, Site Leasing of SBA Towers II LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires _____



Site ID: TX1 1373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliac/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliac/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite receive only systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

Site ID: TX11373-A-04
Site Name: Celeste

Tenant Site ID: Site 29
Tenant Site Name: Hunt County, Texas

General

3. Tenant must comply with any applicable Instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Site ID: TX13445-A-02
Site Name: Commerce 2 TX

Tenant Site ID: 003
Tenant Site Name: Commerce

ANTENNA SITE AGREEMENT

1. **Premises and Use.** SBA INFRASTRUCTURE, LLC, a Delaware limited liability company ("Owner") leases to THE COUNTY OF HUNT, TEXAS, a political subdivision of the State of Texas ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 192 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless the Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The first day of the first calendar month following the date that Tenant begins installation of its Equipment at the Site or (ii) July 1, 2024, whichever occurs first.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by February 29, 2024.

4. **Security Deposit.** Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to no more than 3 months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In



Site ID: TX13445-A-02
Site Name: Commerce 2 TX

Tenant Site ID: 003
Tenant Site Name: Commerce

no event will Tenant be relieved of any obligations or liability hereunder.

7. Access and Security. Tenant will have the reasonable right of access to the Tower where its Equipment is located, provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Hunt County Judge
Attn: County Judge
2507 Lee Street, 2nd Floor
Greenville, TX 75401

With a copy to:
Scott, Ray, Pemberton & Goll PLLC
Attn: Hunt County Civil Attorney
2608 Stonewall Street
Greenville, TX 75401

Owner: SBA Infrastructure, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: TX13445-A-02 / Commerce 2 TX
(NOCC) at 888-950-7483

Rental
SBA Infrastructure, LLC
PO Box 933994
Atlanta, GA 31193-3994
Attn: Accounts Receivable
RE: TX13445-A-02 / Commerce 2 TX

9. Installation and Improvements. Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the

planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all



Site ID: TX13445-A-02
 Site Name: Commerce 2 TX

Tenant Site ID: 003
 Tenant Site Name: Commerce

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 and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. Insurance. During the Term, Tenant will maintain liability coverage it currently holds through an Intergovernmental risk pool offered by the Texas Association of Counties.

12. Interference. Tenant understands that it is the intent of Owner to accommodate as many users as

possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. Utilities. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. Relocation Right. If determined necessary by Owner to relocate the tower, Owner will have the right to pursue relocation of the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably

Site ID: TX13445-A-02
Site Name: Commerce 2 TX

Tenant Site ID: 003
Tenant Site Name: Commerce

result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Before pursuing relocation under this Section 14, Owner will deliver written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. If Tenant disapproves Owner's second Relocation Site, then Tenant has the right to terminate this Agreement upon 30 days' notice in writing to Owner, and, if termination notice is given, all other obligations Tenant may have are terminated, and any rent paid in advance is to be returned to Tenant pro rata. If Tenant approves of a Relocation Site, then Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting

party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. If the property tax assessor assigns no value to the Tenant's equipment nor is there any increase in assessment due to the Tenant's equipment, the Tenant's property tax liability may be zero. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. During the term of this Agreement, the parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution as a political subdivision of the State of Texas, and any provision that purports to require indemnification by the Tenant is invalid. Nothing in this Agreement requires that the Tenant incur debt, assess, or collect funds, or create a sinking fund. To the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, Tenant agrees to hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorney's fees and costs of defense) arising directly or indirectly out of the operation or performance of Tenant under this Agreement. Owner agrees to indemnify and hold harmless Tenant from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the Tenant including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the



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gross negligence or intentional misconduct of the indemnified party.

Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified only to the extent allowed by Article XI, Section 7 of the Texas Constitution as cited in paragraph 18 "Indemnity" by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business

interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. 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) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) 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, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such 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; (f) 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; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof;



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waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Addendum and Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).



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TENANT: THE COUNTY OF HUNT, TEXAS, a political subdivision of the State of Texas

By: *D. W. Stovall*
Title: County Judge
Date: November 28, 2023

Fed Tax ID: 75-8001017
Address: 2507 Lee Street, 2nd Floor
Greenville, Texas 75401

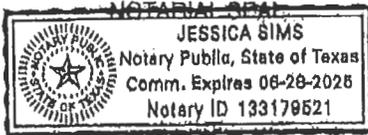
Witness: *[Signature]*

Witness: _____

TENANT NOTARY BLOCK:

STATE OF Texas COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 28 day of November, 2023 by Bobby Stovall, a representative of The County of Hunt, Texas, a political subdivision of the State of Texas who is personally known to me or produced _____ as identification.



Jessica Sims
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Tx

My commission expires:
6-28-25

Jessica Sims
(NAME OF NOTARY)
COMMISSION NUMBER: 133179521

OWNER: SBA INFRASTRUCTURE, LLC, a Delaware limited liability company

By: *Jason Silberstein*
Title: Executive Vice President, Site Leasing
Date: December 12, 2023

Fed Tax ID: 20-5787336
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Witness: *Caryn Sherman*

Witness: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of December, 2023 by Jason Silberstein, Executive Vice President, Site Leasing of SBA Infrastructure, LLC, a Delaware limited liability company who is personally known to me.

NOTARIAL SEAL



My commission expires:
8/10/2024

JOAN SHEDLOVSKY
Commission # GG 980973
Expires August 10, 2024
Bonded Thru Dudgeot Notary Services

Joan Shedlovsky
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

Joan Shedlovsky
(NAME OF NOTARY)
COMMISSION NUMBER: MY 980973



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ADDENDUM TO ANTENNA SITE AGREEMENT

This Addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated December 12, 2023, by and between SBA INFRASTRUCTURE, LLC ("Owner") and **THE COUNTY OF HUNT, TEXAS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

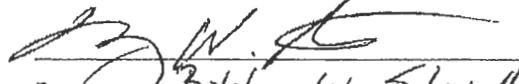
Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

TENANT: THE COUNTY OF HUNT, TEXAS


By: Bobby W. Stovall
Title: County Judge

OWNER: SBA INFRASTRUCTURE, LLC

Jason Silberstein
By: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing



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EXHIBIT A
SITE DESCRIPTION

Site located at: 10564 State Highway 224, situated in the City of Commerce,
County of Hunt, State of Texas 75428

Legal Description:

A tract or parcel of land being a part of the University Leagues 4 & 7 and the North one-half of Block No. 22, Patented as the F. Abderworth Survey Abstract No. 28, Hunt County, Texas, and being 7.102 Acres of land out of a 48.92 acre tract described in a deed from J.W. Bigony and his wife Mrs. Alkko Bigony, to Noble A. Arthur and his wife, Mrs. Willie Brooks Arthur as recorded in Volume 486 Page 218 of the Deed Records of Hunt County, Texas and being more particularly described as follows:

COMMENCING at a partially destroyed concrete Right-of-Way marker found on the North line of the Frontage Road of State Highway 254, as referenced in a deed from Noble A. Arthur and his wife, Mrs. Willie Brooks Arthur to the State of Texas, dated November 21, 1970 and recorded in Volume 493 Page 264 of the Deed Records of Hunt County, Texas, and said concrete monument being the POINT OF BEGINNING;

THENCE from the POINT OF BEGINNING with the said Right-of-Way line of the State Highway Frontage Road on a bearing at N 71° 08' 00" W a distance of 249.47 feet to an intact concrete Right-of-Way monument found at a corner point in the said Right-of-Way line.

THENCE with said Right-of-Way line on a bearing of N 56° 51' 00" W a distance of 98.80 feet to a 1/8 inch dia. Steel pin set in the Right-of-Way line, and said pin being the Southwest corner of this Tract;

THENCE from said Southwest corner on a bearing of N 00° 00' 00" W a distance of 414.80 feet to a 1/8 inch dia. Steel pin set for the Northwest corner of this Tract;

THENCE from said Northwest corner on a bearing of N 90° 00' 00" E a distance of 618.61 feet to a 1/8 inch dia. Steel pin set in the East line of the above mentioned 48.92 acre tract, and said pin being the Northeast corner of this tract;

THENCE S 02° 07' 20" W with the said East line of the above mentioned 48.92 acre tract a distance of 496.34 feet to a fence corner found at the Southeast corner of said 48.92 acre tract in the North Right-of-Way line of the above mentioned State Highway 224;

THENCE S 67° 09' 00" W with the said North Right-of-Way line of State Highway 224 a distance of 39.50 feet to a fence corner found on the said North Right-of-Way line;

THENCE with the said North Right-of-Way line on a bearing of S 81° 09' 00" W a distance of 248.00 feet to the POINT OF BEGINNING containing 7.102 acres of land, more or less.

Latitude: 33° 14' 44.05"

Longitude: -95° 56' 1.40"



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Dish Mounts:	Four (4) Total	
Quantity:	Two (2)	Two (2)
Type:	Microwave Dish Universal Pipe Mount	Microwave Dish Side Strut Kit
Manufacturer:	Commscope	Commscope
Model:	PM-SU4-63	VSTRUT-P3KIT
Dimensions:	63"x12"x12"	62"x12"x12"
Weight:	138 lbs.	13.3 lbs.
Mounting Center:	260' & 294'	260' & 294'

Tower Mounted Amplifiers (TMAs):

Quantity:	One (1)
Manufacturer:	Comblent
Model:	CP00732
Dimensions:	9.6" x 4" x 4"
Weight:	12 lbs.
Mounting Center:	270'

Remote Radio Units (RRUs): N/A

RRU Modules: N/A

DC Surge Suppression Systems: N/A

Ground Space Requirements: Approximately 192 square feet

Provided By:	Tenant	Tenant
Type:	Shelter	Generator Pad
Dimensions:	10'x16'	8' x 4'

ERP: 200W

Transmitter Operating Power: 100W

Generator:

Quantity:	One (1)
Type:	Diesel
Location:	Within Tenant's lease area
Capacity:	25-35kW

GPS Receivers:

Quantity:	Two (2)
Weight:	2 lbs.
Mounting Center:	8'

Frequencies: Transmit: 700/800PublicSafety(omnidirectional) MHz
 Receive: 700/800PublicSafety(omnidirectional) MHz
 (MW): 5.925-7.125 GHz



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EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT



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NOT FOR EXECUTION

After recording return to:

STATE OF TEXAS

COUNTY OF HUNT

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 20__ between SBA INFRASTRUCTURE, LLC, a Delaware limited liability company "Owner" and THE COUNTY OF HUNT, TEXAS, a political subdivision of the State of Texas "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 192 square feet at that certain site "Site" located at 10564 State Highway 224, City of Commerce, County of Hunt, State of Texas 75428, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: THE COUNTY OF HUNT, TEXAS, a political subdivision of the State of Texas

By: [Signature]
Title: County Judge
Tax No: 75-6001017
Address: 2507 Lee Street, 2nd Floor
Greenville, Texas 75401
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____



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EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to Installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the Installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Helix/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Helix/Wellflex must be used for all intercabiling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory holst grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

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General

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

