

Prepared by and return to:

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

Fixed Asset No. 10022030-15452163

Market: Southeast/Gulf States

Cell Site Number: _____

Cell Site Name: _____

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this 4th day of June, 2021, by and between D. Owens Investments LLC, an Alabama domestic limited liability company, having a mailing address of 4813 Winnebago Drive, Hoover, Alabama 35244 (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. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 4th day of June, 2021, 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 at Highway 97, Columbiana, Alabama 35051 (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 seventeen (17) 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

20220809000311320 08/09/2022 11:38:08 AM AGREEMENT 2/6


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.

"WITNESSES"


Name: Steve Sims




Name: Rhonda Owens


Name: Lucas Olthmans

Name: _____


"LANDLORD"

D. OWENS INVESTMENTS LLC, an Alabama domestic liability company

By: 
Print Name: David Lee Owens
Its: 
Date: 5/21/21

"TENANT"

TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company

By: 
Name: SUCHETA ALREJA
Its: AUTHORIZED SIGNATORY
Date: 6-4-2021

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On the 4 day of June in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Suruchi Mittal, 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: _____

My Commission Expires: _____

Commission Number: _____

Chris Mularadellis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

LANDLORD ACKNOWLEDGMENT

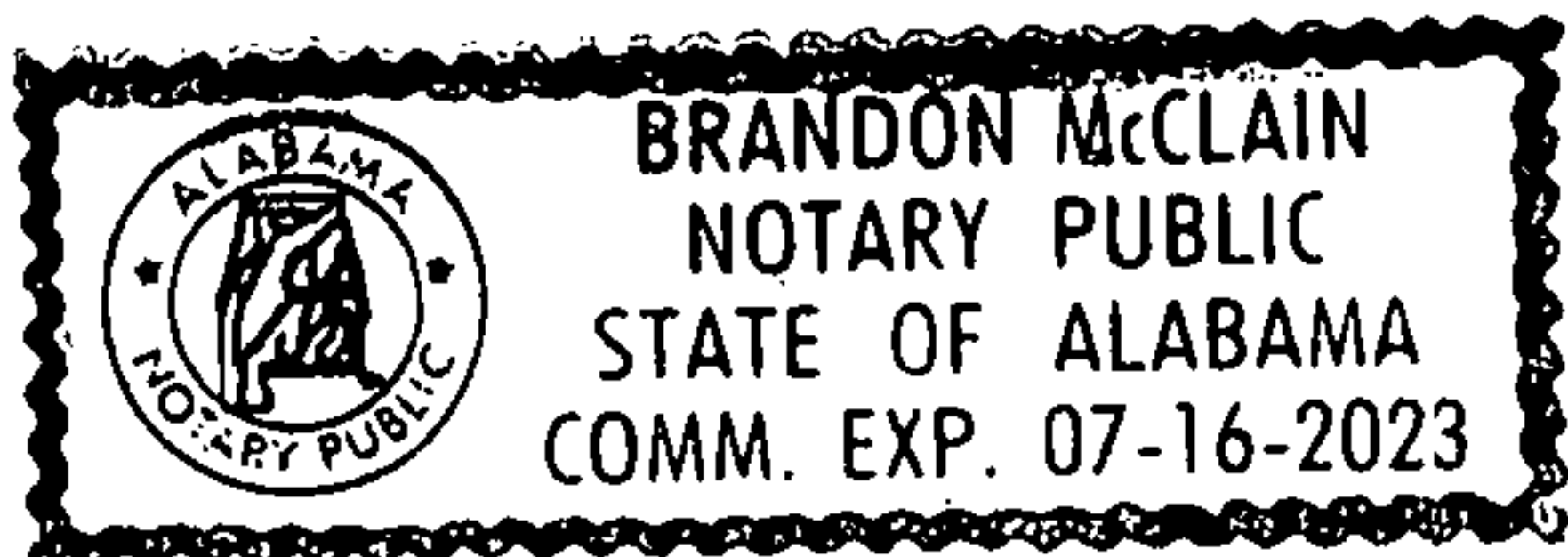
STATE OF ALABAMA)

) ss:

COUNTY OF Jefferson)

I CERTIFY that on May 25th, 2021, **David Lee Owens** personally came before me and acknowledged under oath that he:

- (a) is the owner of D. Owens Investments LLC, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.



Notary Public: Brandon McClain

My Commission Expires: 7-16-2023

EXHIBIT 1

DESCRIPTION OF REAL PROPERTY

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Lot 2 according to the survey of Ellis and Howard Subdivision as recorded in Map Book 29, Page 112 in the Probate Office of Shelby County, Alabama.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

to the Memorandum of Lease dated June 4, 2021 by and between D. Owens Investments, LLC, an Alabama domestic limited liability company, as Landlord, and Tillman Infrastructure, LLC, a Delaware limited liability company as Tenant.

The premises is Legally Described as:

The Site is described as follows:

A lease area of land situated and being the SW ¼ of the NW ¼ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

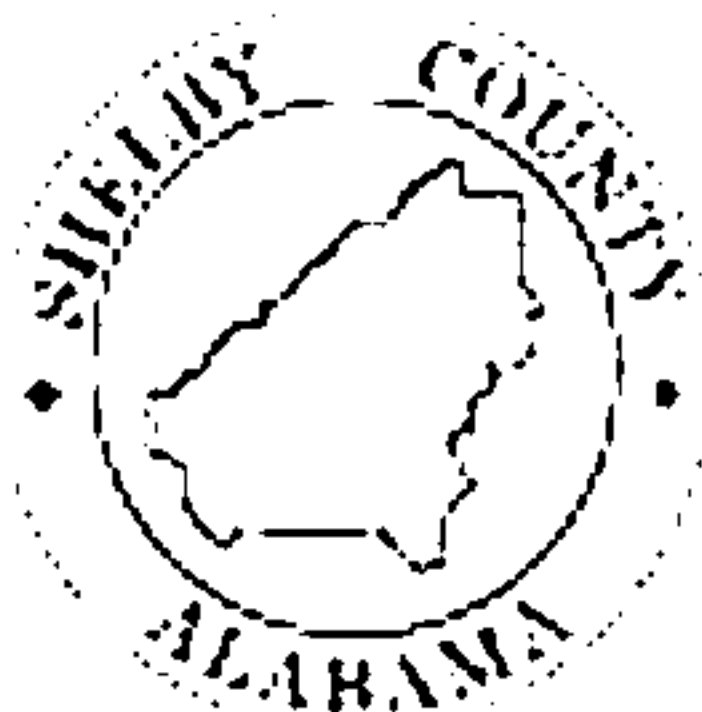
Commence at a ½" rebar located along the South right of way line of Highway 70 and being the Northwest corner of Lot 2 of Ellis and Howard Subdivision, Map Book 29 Page 112, in the SW ¼ of the NW ¼ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama; thence along said right of way N 67° 20' 23" E a distance of 329.74' to a ½" capped rebar; thence leaving said right of way S 66° 22' 03" E a distance of 50.65' to a 5/8" capped rebar (Bailey Land Group CA 899LS) and the Point of Beginning of a tower lease area; thence S 14° 28' 44" E a distance of 80.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 75° 31' 16" W a distance of 80.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 14° 28' 44" W a distance of 80.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 75° 31' 16" E a distance of 80.00' back to the Point of Beginning. Said lease area containing 6,400 SQ FT (0.15 acres), more or less.

The Access and Utility Easement is Legally Described as:

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

An easement of land situated and being the SW ¼ of the NW ¼ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a ½" rebar located along the South right of way line of Highway 70 and being the Northwest corner of Lot 2 of Ellis and Howard Subdivision, Map Book 29 Page 112, in the SW ¼ of the NW ¼ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama; thence along said right of way N 67° 20' 23" E a distance of 329.74' to a ½" capped rebar; thence leaving said right of way S 66° 22' 03" E a distance of 50.65' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 14° 28' 44" E a distance of 80.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 75° 31' 16" W a distance of 64.91' to the Point of Beginning of the centerline of a 30' access & utility easement, lying 15' on each side of the following described centerline; thence S 20° 43' 04" E a distance of 117.23' to a point; thence N 78° 21' 10" E a distance of 57.23', more or less, to the Point of Ending along the West right of way line of Highway 97. Said lease area containing 5,225 SQ FT (0.12 acres), more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/09/2022 11:38:08 AM
\$37.00 BRITTANI
20220809000311320

Allen S. Bayl