

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. TI-OPP-32761

Fuze ID. 17202844
Market: South East
Cell Site Number: TI-OPP-32761
Cell Site Name: Calera_RELHR

MEMORANDUM OF OPTION AND LEASE AGREEMENT

29 This Memorandum of Option and Lease Agreement ("Memorandum") is entered into on this day of April, 2025 by and between Easterwood Property, LLC, a limited liability company, having an address at 12093 Highway 25, Calera, AL 35040 (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 Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 29 day of April, 2025, 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 a portion of the real property located at 12093 Highway 25, Calera, AL 35040 (the "Real Property"), and as is more particularly described on **Exhibit 1** hereto
2. The Agreement provides in part that Landlord grants to Tenant an exclusive and irrevocable option (the "Option") to lease a portion of the Real Property together with easements for ingress, egress and utilities therein for the duration of this Agreement (collectively the "Easements").
3. Initial Option Term. The initial Option shall be for two (2) year from the Effective Date of the Agreement.
4. Extension Option Term. This Option may be extended at the discretion of Tenant for one (1) additional period of one (1) year each prior to the expiration of the then existing term of this Option.
5. Exercise of Option. Upon the tender of written notice of Tenant's election to exercise the Option, the term of the Agreement applying to the lease of the Premises shall govern the relationship of the parties, and the Agreement shall thereafter constitute a lease of the Premises from the Landlord to the Tenant. The date of the written notice of the election to exercise the Option shall constitute the commencement date of the lease ("Commencement Date")

6. **Initial Term.** The Initial Term of the Lease shall be Ten (10) years commencing on the Commencement Date and terminating on the tenth anniversary of the Commencement Date (the "Initial Term").
7. **Renewal Terms.** Tenant shall have the right to extend the lease for sixteen (16) additional five (5) year terms (the "renewal Terms"). The Lease shall automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial term or the Renewal Term which is then in effect.
8. 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.
9. This Memorandum 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 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.
10. 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.

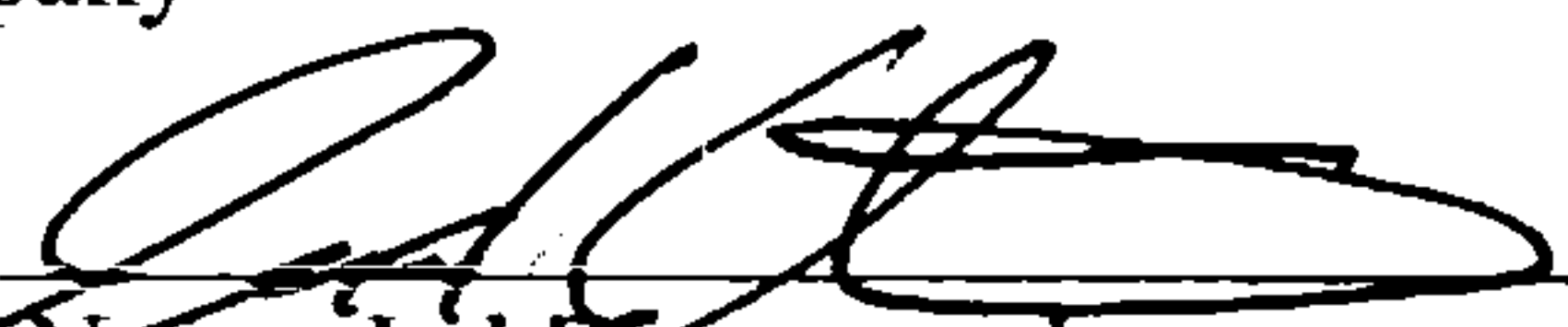
-SIGNATURE PAGE TO FOLLOW-

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

“WITNESSES”

“LANDLORD”

Easterwood Property, LLC, a limited liability company

By: 

Print Name: Jud Easterwood

Its: Owner

Date: 3/18/25

Name: _____

Name: _____

“TENANT”

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: 

Name: Chris Mularadelis

Its: Authorized Signatory

Date: April 29, 2025

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

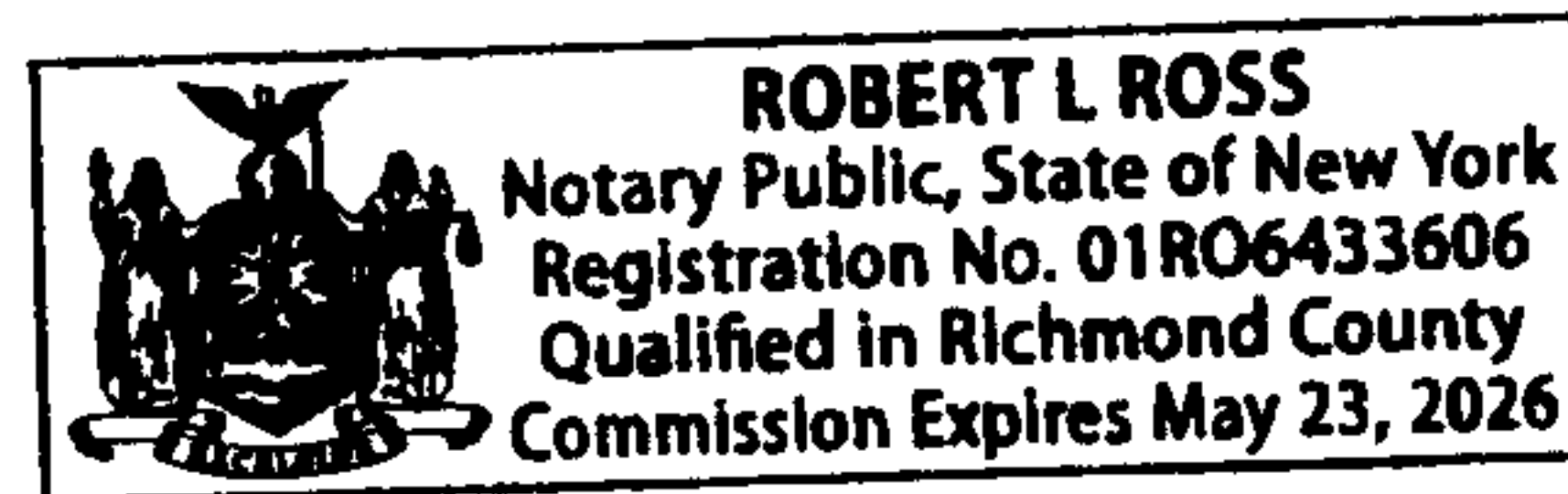
TENANT ACKNOWLEDGMENT

STATE OF New York)
) ss.
 COUNTY OF Richmond)

On the 20th day of April in the year of 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Chris Matraddis, 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: 5-23-2026
 Commission Number: 0120643306

**LANDLORD ACKNOWLEDGMENT**

STATE OF ALABAMA)
) ss.
 COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 18 day of March, 2025, by Jud Easterwood, who is personally known to me OR who has produced a driver's license as identification.

Notary Public: [Signature]
 My Commission Expires: 12-23-2025

WITNESS my hand and official seal.

EXHIBIT 1

Description of Real Property

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1A, according to A Resurvey of Lot 1, of Roberson Subdivision as recorded in Map Book 43, Page 9, in the Probate Office of Shelby County, Alabama.

PARCEL ID: 28 5 22 0 000 005.011

This being a portion of the same property conveyed to Easterwood Property, LLC, in a deed from Kermit H. Roberson, a single man, dated 8/30/2012 and recorded 9/11/2012 as Instrument No. 20120911000344350.

Exhibit 2**DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT**

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to the Memorandum of Lease dated April 29, 2025, by and between Easterwood Property, LLC, a limited liability company, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company as Tenant.

The Premises are described and/or depicted as follows:

PROPOSED 100' X 100' LEASE PREMISES

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CAPPED IRON ROD AT THE INTERSECTION OF THE APPARENT NORTHEASTERN PROPERTY LINE OF THE PARENT TRACT AND THE APPARENT SOUTHEASTERN RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY No. 310; THENCE S69°58'08"W A DISTANCE OF 78.32 FEET TO A MAG NAIL SET ON THE SOUTHEASTERN EDGE OF PAVING OF SHELBY COUNTY HIGHWAY No. 310, A PUBLIC ASPHALT ROAD; THENCE S34°52'44"E A DISTANCE OF 55.19 FEET TO A POINT; THENCE N55°07'16"E A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE POINT OF BEGINNING; THENCE S34°52'44"E A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD SET; THENCE S55°07'16"W A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD SET; THENCE N34°52'44"W A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD SET; THENCE N55°07'16"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.230 ACRE (10,000 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

PROPOSED 30' ACCESS & UTILITY EASEMENT PREMISES

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CAPPED IRON ROD AT THE INTERSECTION OF THE APPARENT NORTHEASTERN PROPERTY LINE OF THE PARENT TRACT AND THE APPARENT SOUTHEASTERN RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY No. 310; THENCE S69°58'08"W A DISTANCE OF 78.32 FEET TO A MAG NAIL SET ON THE SOUTHEASTERN EDGE OF PAVING OF SHELBY COUNTY HIGHWAY No. 310, A PUBLIC ASPHALT ROAD, AND THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT PREMISES; THENCE S34°52'44"E A DISTANCE OF 55.19 FEET TO A POINT ON THE NORTHWESTERN LINE OF THE PROPOSED 100' X 100' LEASE PREMISES AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT PREMISES, AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

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



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/20/2025 11:38:51 AM
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Allen S. Bayl