

Prepared by and Return to:

Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____
Fixed Asset No.: 14510311
Market: NTX

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 12th day of April, 2018, by and between by **Faith World Outreach Center Church, Inc.**, a **Texas non-profit corporation**, having a mailing address of PO Box 888, Van, Texas 75790 (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 12th day of April, 2018, 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 151 FM 314, Van, Texas 75790 (Parcel #R24207) (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 Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Ten (10) 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.

[Remainder of Page Intentionally Left Blank: Signature & Exhibit Pages Follow]

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

LANDLORD: Faith World Outreach Center Church, Inc.

By: Marcus Jennings

Printed Name: Marcus Jennings

Its: President of the Executive Board

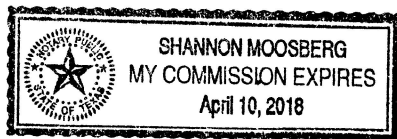
Date: 2/23/2018

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
) ss:
COUNTY OF Van Zandt)

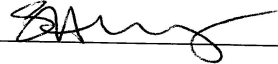
I CERTIFY that on February 23, 2018, Marcus Jennings [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the **President of the Executive Board** [title] of **Faith World Outreach Center Church, Inc.** [name of corporation], 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.



Shannon Moosberg
Notary Public: Shannon Moosberg
My Commission Expires: April 10, 2018

**TENANT: TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company**

By: 

Printed Name: **Suruchi Ahuja**

Its: **Authorized Signatory**

Date: **4/12/18**

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
)

On the 12th day of April in the year of 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared **Suruchi Ahuja**, 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.

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



Notary Public: _____

My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF REAL PROPERTY

The Property is legally described as follows:

All that certain lot, tract or parcel of land, being 38.98 acres of land situated in the J. Thomas Survey, Abstract No. 866, of Van Zandt County, Texas, and out of that certain called 82 acre tract described in deed to Mrs. Dola Johnson dated March 25, 1944, recorded in Volume 323, Page 429, of the Deed Records of Van Zandt County, Texas, said 38.98 acre tract to be more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe (found) for the Northeast corner of said called 82 acre tract and being the Southeast corner of a called 87.9 acre tract described in Volume 1146, Page 59, and being in the West boundary line of a called 160 acre tract, described in Volume 376, Page 217;

THENCE: South 00 degrees 00 minutes 00 seconds West, for distance of 495.21 feet, with the East boundary line of said 82 acre tract, and with the West boundary line of said 160 acre tract, and along and near a barbed wire fence, to a 1/2 inch iron rod (set) for corner;

THENCE: South 89 degrees 51 minutes 12 seconds West, for a distance of 1291.70 feet, across said called 82 acre tract, to a 1/2 inch iron rod (set) for corner in the East boundary line of a called 7.1993 acre tract (Dobson Cellular Site) as shown by plat of survey by R. J. Daum, Registered Professional Land Surveyor No. 4826 and dated April 10, 1999;

THENCE: North 01 degrees 44 minutes 28 seconds East for distance of 120.93 feet, with the East boundary line of said 7.1993 acre tract, to a 1/2 inch iron rod (found) for the Northeast corner of said 7.1993 acre tract;

THENCE: North 88 degrees 15 minutes 22 seconds West for a distance of 560.01 feet, with the North boundary line of said 7.1993 acre tract, to a 1/2 inch iron rod (found) for the Northwest corner of said 7.1993 acre tract;

THENCE: South 01 degrees 40 minutes 08 seconds West, for distance of 139.41 feet with the West boundary line of said 7.1993 acre tract, to a 1/2 inch iron rod (set) for corner;

THENCE: South 89 degrees 51 minutes 12 seconds West for a distance of 1775.35 feet, across said 83 acre tract to a 1/2 inch iron rod (set) for corner in the East right of way line of F.M. 314, and being in the present West boundary line of said 82 acre tract;

THENCE: North 00 degrees 08 minutes 14 seconds East for a distance of 481.40 feet with the present West boundary line of said 82 acre tract, and the East right of way line of said F.M. 314, and along and near a barbed wire fence, to a 1/2 inch iron rod (set) for the present Northwest corner of said 82 acre tract, and being the Southwest corner of said 87.9 acre tract;

THENCE: North 89 degrees 38 minutes 06 seconds Est, for a distance of 3625.10 feet, with the North boundary line of said 82 acre tract, and the South boundary line of said 87.9 acre tract and along and near a barbed wire fence, back to the Place of Beginning and containing 38.98 acres of land, more or less.

EXHIBIT 2
DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT
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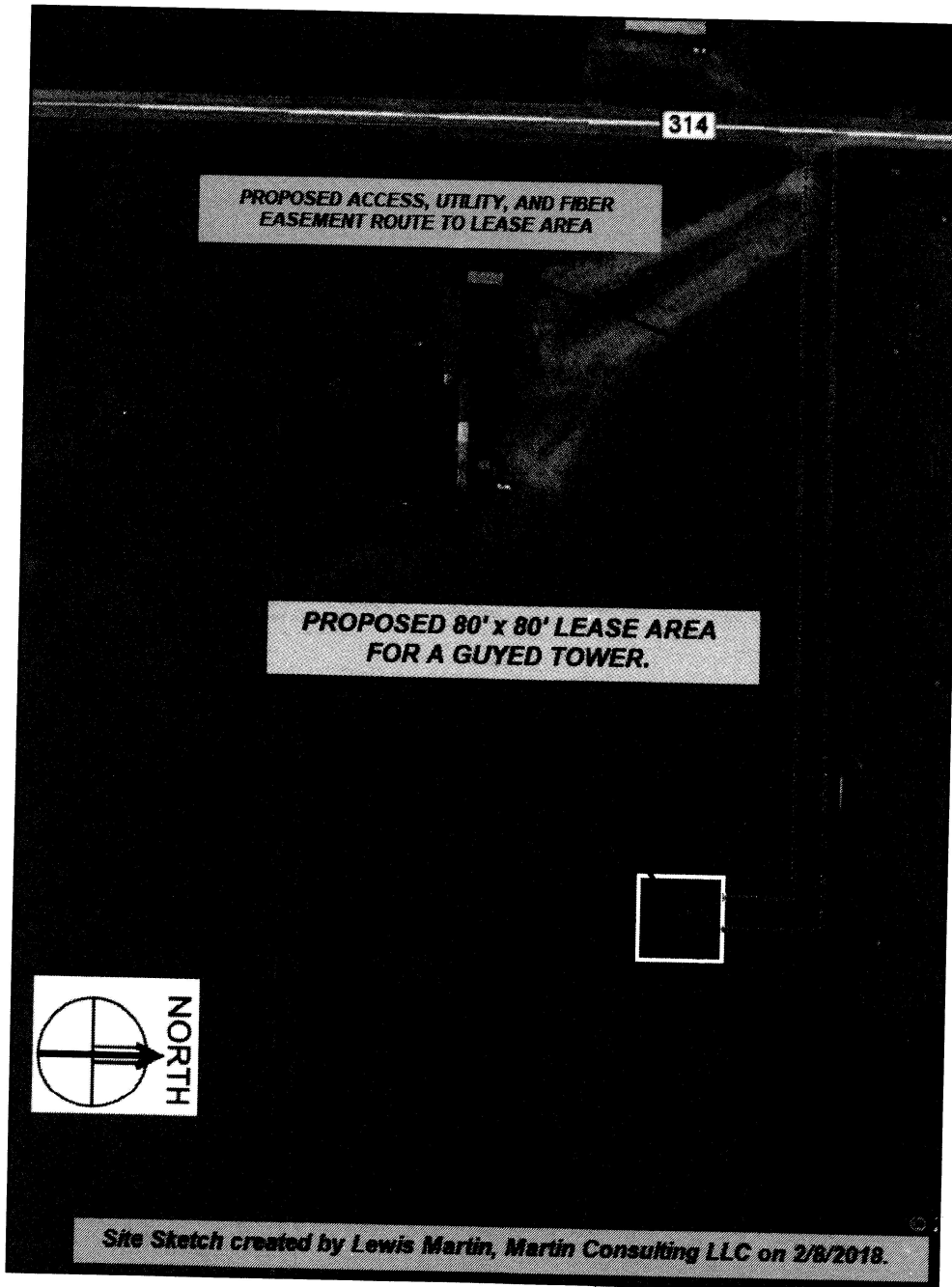
to the Memorandum of Lease dated April 12th, 2018, by and between **Faith World Outreach Center Church, Inc.**, a Texas non-profit corporation as Landlord and Tillman Infrastructure LLC, a Delaware limited liability company as Tenant.

The Premises is legally described as follows:

(LEGAL DESCRIPTION OF PREMISES TO BE INSERTED HERE)

EXHIBIT 2
DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT
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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.