GEORGETOWN COUNTY PLANNING COMMISSION

DATE: February 20, 2020

AGENDA ITEM: Tillman Infrastructure Telecommunications Facility Approval

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION: A request from Victoria Farmer of Tillman Infrastructure, as agent for Hoyt Smith, to erect a 280-foot lattice antenna support structure to be located at 440 Saints Delight Road in Georgetown. Tax Map Number 01-0426-012-00-00. Case Number CELL 12-19-24335.

POINTS TO CONSIDER:

1. The existing property is approximately 42 acres and is owned by Hoyt Smith. The property is zoned Limited Industrial which allows for Telecommunication Facilities. The leased portion will be located near the southwestern corner of the property approximately 800’ northwest of Saints Delight Road in Georgetown.

2. Adjacent properties to the west and south are zoned Forest Agriculture (FA), to the north properties are zoned One-Half Acre Residential (R½) and property to the east is zoned General Commercial (GC) and One-Half Acre Residential (R½). The closest residential property is 1,026 feet from the proposed facility.

3. The proposed tower structure is a 280’ lattice antenna support structure with a 10’ lightning arrester and associated equipment within an 80 x 80 fenced compound that is located within ± 10,000 square foot leased area. The proposed communications tower will accommodate no less than two future tenants.

4. The fall zone shown on the fall zone certification by SC Professional Engineer Brad Milanowski is 140’ from the base of the structure.

5. There are no existing towers located within 2000’ of the proposed location.

6. The applicant has provided a fully executed Lease Agreement, Determination of No Hazard to Air Navigation Letter, the ANSI Certification and Fall Zone Certification Letter, Section 106 Compliance Letter, SHPO certification and evidence of a valid license/FCC Form 854 Tower Registration.

7. The proposed site would be accessed by a 30 foot ingress-egress and utility easement off of Saints Delight Road. In addition, the applicant proposes a 12 foot gravel access drive off of the 30 foot easement.

8. The proposed wireless telecommunications facility will only contain the FCC-required site identification and emergency signage.
9. The proposed wireless telecommunication facility will be marked and/or illuminated as required by the FAA.

10. The proposed tower will be enclosed by a 6 foot high chain link fence with a 12 foot wide access gate.

**STAFF RECOMMENDATION:** Staff recommends approval for the new tower with the following conditions:

1. Complete set of the site plan to be submitted to the Building and Zoning Departments for approval prior to issuance of any building permits.

**ATTACHMENTS:**

1. Application and Attachments
2. Location Map
3. Zoning Map
4. Aerial Map
5. Adjacent Property Notice

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Boyd Johnson  
Director of Planning and Code Enforcement

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**Public Notification Information:**  
Date Advertised: 2/5/2020 (Georgetown Times)  
Date of Notification: 1/30/2020  
Number Notified: 13

Case Number/Staff Contact: Call-1-20-24335/Judy Blankenship  
Report Completion Date: 2/7/2020  
Revision Date:
I. Application for Communication Tower
Georgetown County Planning
129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

APPLICATION FOR COMMUNICATION TOWER
See Ordinance for additional information

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Check one:

( X ) New tower location.

( ) Co-located on existing tower.

If requesting a new tower location, please provide a letter addressing these items:

- Documentation that no existing tower site is available.
- Map indicating the coverage area.
- Letters from adjacent tower owners regarding denial of co-location.
- Calculations provided by a specialist, with appropriate radio frequency credentials, documenting that the existing tower is not suitable for co-location.
- Certification that the existing towers does not meet the structural specifications and/or technical design requirements.
- Letter stating that a co-owner agreement could not be met.

Plan requirements include the following:

Please submit 10 copies (5 large: 24 x 36 and 5 small: 11 x 17).

- Scaled Site Plan:
  Delineating property boundaries, applicable underlying zoning setbacks, tower location and height, guy wires and anchors, transmission building and other accessories, parking area and driveways, landscaping areas, fences, adjacent lands use and adjoining property owners,
- Location Map:
  Indicating the location of the applicant’s existing towers along with the area, which they are serving.

- Landscaping Plan.

- Elevations of structure.

- Photographs of the site and surrounding areas.

- Approval letter from the States Historic Preservation Office (SHPO).

- Engineer’s recommendation to include the following:
  1. Appropriate tower-type for this intended use;
  2. Capacity of the antennae by type and number;
  3. Documentation that it is designed to withstand winds in accordance with ANSI/TIA222 (latest version) standards;
  4. Documentation that the fall zone proposed has adequate setbacks; and
  5. Certification that the tower has sufficient structural integrity to accommodate multiple users.

PRIOR TO ISSUANCE OF A BUILDING PERMIT, AN ENGINEER REGISTERED IN SOUTH CAROLINA SHALL VERIFY THAT THE TOWER INSTALLATION CONFORMS TO THE AFOREMENTIONED RECOMMENDATIONS.

Supplemental Information required for co-location sites only:
- Identification of the owners of all antennas and equipment in which to be located on.

- A copy of the signed lease or written authorization from the property owner.

- Evidence of a valid license (for the intended occupant of the communication tower), and/or FCC Form 854 Tower Registration.

- If determined by Planning Staff, a sight analysis utilizing photographic superimposition or a balloon test to illustrate the potential visual and aesthetic impacts on nearby residential area, historic resources, primary corridors, and view shed. Notices to be published in newspapers at least 15 days before actual test is to take place and shall supply photographs of the results of the test at the public hearing.

Property Information:

TMS Number: 01-0426-012-00-00

Street Address: 440 Saint Delight Road
City / State / Zip Code: Georgetown, South Carolina 29440

Current Zoning Classification: Limited Industrial (LI)

Existing Use: Mixed use – commercial business

Proposed Use: wireless telecommunications compound

Property Owner of Record:

Name: Hoyt Vernon Smith

Address: 440 Saint Delight Road

City/ State/ Zip Code: Georgetown, South Carolina 29440

Telephone/Fax: Mobile: 843-344-9918

E-mail: joeswashingservice@hotmail.com

Signature of Owner: Fully Executed Lease Agreement Included

Contact Information: Same as above

Name: ______________________________

Address: ______________________________

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: Victoria M. Farmer on behalf of Tillman Infrastructure, Applicant

Address: 152 W. 57th Street, 8th Floor

City / State / Zip Code: New York, New York 10019

Telephone: 423-802-7847

E-mail: vixterm@epbf.com

Signature of Agent/ Date: ______________________________
Fee Schedule: Cell Tower.

**New Towers:** $5,000.00  
**Co-location:** $2,500.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: "**Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440.**"

2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222 Street, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.
II. Statement of Compliance for Georgetown County
ORDINANCE COMPLIANCE STATEMENT

Application: Application to Georgetown Planning Commission for proposed Tillman Infrastructure Wireless Facility ("Applicant").

Tillman Infrastructure Site Name: Georgetown Site #TI-OPP-13531, FA# 14738382

Project Description: Tillman proposes to place a 280-ft lattice antenna support structure with a 10-ft lightning arrester and associated equipment within a 80'x80' fenced compound within a 10,000 square ft. leased area. (See enclosed drawings for details.) This structure and ground space will have provisions for multiple carriers.

Parcel Address: 440 Saint Delight Road, Georgetown, SC 29440

Property Owner: Hoyt Vernon Smith

Zoning: LI – Limited Industrial

Tillman Infrastructure offers this Ordinance Compliance Statement in support of its application to allow construction of a wireless communication facility.

Georgetown County Zoning Ordinance

Communication Towers

Article II – Application for Construction of a Communication Tower

200. Applicant certifies a good faith effort has been made to co-locate on existing communication towers, buildings or other structures, and no suitable facilities within 2,000 feet of the proposed location, and within the desired coverage area viable locations. To support this request, a propagation study of before/after coverage has been provided with this application.

201. Applicant certifies it will allow future wireless providers to co-locate on the proposed facility, subject to the engineering capabilities of the structure, frequency considerations, reservation of space for future expansion, and availability at prevailing market rates for Georgetown County.

202. In support of the application, Applicant submits the following documentation:

202.1 A site plan drawn to scale delineating property boundaries, applicable underlying zoning setbacks, tower location and height.
202.2 Not applicable, as there are no other towers in Georgetown County that are owned by Applicant.
202.3 Applicant certifies that this structure will be designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest revision) standards and will provide certification in the form of a registered engineer's letter that adequate setbacks are established on all sides to prevent the tower's fall zone from encroaching onto adjoining properties.
202.4 The identification of the owner of all antennae and equipment to be installed on this wireless facility is AT&T. Future tenant information is not available at this time.

202.5 Applicant will provide a copy of the fully executed, redacted lease agreement with the underlying owner of the property.
202.6 Applicant will provide a copy of the FCC Form 854 Registration applicable to this region.
202.7 To satisfy the requirements of this Section, Applicant submits a sight analysis utilizing photographic superimposition to illustrate the potential visual impact on nearby areas.

Article III - Approval Criteria

300. The Planning Commission may approve construction of a communication tower in certain zoned areas of the county, as defined in 300.10, below, subject to verification that co-location and application documentation are in order, and the following criteria are met:

300.1 Applicant will show the proposed communications facility is in a location in which visual impacts on natural and historic resources are minimized, while allowing the facility to function in accordance with minimum standards imposed by applicable communications regulations and design requirements.

300.2 Contained in the attached site plans on Survey Sheet 2 and sheet C1.1, setback requirements of the underlying zoning district have been met; and Applicant certifies that the permitted use shall not endanger the safety of residents, employees, travelers, or neighboring properties, particularly in the likelihood of structural failure.

300.3 Submitted with the application is the National Environmental Policy Act (NEPA) environmental checklist evidencing an administratively complete environmental review process with the FCC has been completed.

300.4, 300.5 Per the requirements of this Section, Applicant is providing a written opinion from the South Carolina State Historic Preservation Officer (SHPO), that the proposed wireless facility shall cause no adverse effect on properties eligible for or listed on the National Register of Historic Places.

300.6 Applicant certifies the proposed tower shall not contain signs on any surface, except as required by applicable state or federal law, rule, or regulation.

300.7, 300.8 Applicant certifies an application for determination of no hazard has been submitted to the FAA and will comply with all requirements mandated by the FAA.

300.9 Per the requirements set forth in this Section, Applicant hereby certifies it will fully comply with all FCC rules and standards regarding radio frequency interference, permissible exposure to radio frequency emissions and public safety.

300.10 The Applicant acknowledges the proposed wireless support structure does not conform to the 199-ft maximum height requirement established in the Light Industrial zoning district, and respectfully requests an allowance to the 280-ft proposed height as a lower height will not provide the signal strength as needed for the system requirements of coverage and capacity for this target area.
Applicant has studied the area thoroughly and determined that the overall height as requested is appropriate at this location to fulfill the RF requirements. This will allow the first tenant, AT&T, to mount its antennas at 290ft. The proposed tower will be designed to support other wireless provider’s network growth and evolution with multiple frequency bands on its 4G-LTE network, upcoming 5G-NR, and the FirstNet network to support first responders.

300.11 Not Applicable

300.12 Not Applicable

300.13 Per the requirements of this Section, a communication tower may be utilized as an accessory use on property upon which a conforming principal use has previously been established, in all but residential zoning districts, restricted areas delineated in the Georgetown County Airport Master Plan, and within designated Overlay Zones, Applicant confirms the underlying parcel is located within a Light Industrial zone.

In response to Sections 300.1301, 300.1302 and 300.1303, Applicant demonstrates compliance with the requirements as set forth herein.

300.14 Per the requirements of this Section, Applicant has provided a South Carolina registered engineer’s letter, complete with signature and seal, the wireless support structure will be designed to prevent the structure’s fall zone is a radius of 50’ from the center of the tower which is well away from the nearest adjoining property located 145.6’ to the NW.

300.15 Not applicable in its entirety.

Article IV – Co-location on Existing Structures

400 Applicant agrees it will allow future shared use of this wireless communications facility. The remainder of the section is not applicable to this request.

Article V – Administrative Provisions

500 500.1 500.2 500.3: Applicant acknowledges the provisions of these sections, and future removal of the wireless facility or transfer of ownership will take place following discontinuance of use in accordance with the requirements of this ordinance.

Respectfully submitted on behalf of
Tillman Infrastructure

Victoria M. Farmer
Wireless Development & Zoning Specialist
(423) 802-7847
vfXterf@epbfi.com
III. Fully Executed (redacted) Lease Agreement with Underlying Property Owner
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 Hoyt Vernon Smith, a married person having a mailing address of 440 Saint Delight Road, Georgetown, SC 29440 ("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, located at 440 Saint Delight Road, Georgetown, in the County of Georgetown, State of South Carolina (collectively, the "Property"). Landlord desires to grant to Tenant the right to use a portion of the Property 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 100' x 100' 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 Commissions 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 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 one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional consideration 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. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall
immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(c) 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, expand 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. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “Additional Premises”) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.
3. **TERM.**

   (a) The initial lease term will be ten (10) 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 tenth (10th) anniversary of the Term Commencement Date.

   (b) This Agreement will automatically renew for sixteen (16) 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) Commencing on 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 site 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 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 One Million and No/100 Dollars ($1,000,000.00). 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.

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. 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, $500.00 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 or after 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 or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant’s operations at the Premises shall be deemed abandoned and owned by Landlord. 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) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant’s reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. 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. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) 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.

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  
152 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:  
Hoyt Vernon Smith  
440 Saint Delight Road  
Georgetown, SC 29440

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, which for Tenant will include, where applicable, the value of its Structure and Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

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 be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (i) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

   (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

   (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any
legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant’s action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant’s intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) 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

(g) 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.

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) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY
JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) 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.

(p) 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.

(q) 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.

(r) 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.

(s) 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 descendants of the President of the United States, Donald J. Trump, living on the date of this Agreement.

(t) 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”).

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"WITNESSES"

Name: Jon Ward
Name: Debbie Morris

"LANDLORD"

Hoyle Vernon Smith

By: [Signature]
Print Name: Hoyle Vernon Smith
Its: [Signature]
Date: 3-19-19

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SC ss:
COUNTY OF Georgetown ss:

BE IT REMEMBERED, that on this 14th day of March, 2019 before me, the subscriber, a person authorized to take oaths in the State of SC, personally appeared

[Signature]

Hoyle V. Smith

who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: [Signature]
My Commission Expires: 10-28-24

[Notary Seal]
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:

Name: Chris Mularadelis
Its: Authorized Signatory
Date: 3/15/19

TENANT ACKNOWLEDGMENT

STATE OF NEW JERSEY )
COUNTY OF BERGEN )

I CERTIFY that on 3/15 of March, 2019, Chris Mularadelis, personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is the Authorized Signatory of TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company, the company named in the attached instrument;
(b) was authorized to execute this instrument on behalf of the company; and
(c) executed the instrument as the act of the company.

Notary Public
Print Name
My Commission Expires:

DANIEL M. SULESKI
A Notary Public of New Jersey
My Commission Expires June 26, 2023
Exhibit 1

Description of the Premises & Access and Utility Easements:

Page 1 of 2

to the Option and Lease Agreement dated ____________, 20__, by and between Hoyt Vernon Smith, a married person, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain piece, parcel or tract of land, situate, lying and being near the Sampit Bridge in Tax District No. 1, County of Georgetown, State of South Carolina, containing 51 acres according to a plat thereof made by P. E. Mathews, C.E. & L. L. Hamby, Surveyor, January 31, 1902, bounded on one side by the Public Highway known as "Sampit Road", on one other side by lands of B. D. Bourne, on another side by a part of the original tract from which it is separated, and on the other side by Sampit Creek. Said tract has such courses and distances as are shown on said plat, which is recorded in the office of the Register of Deeds for Georgetown County in Plat Book B at Page 70.

LESS AND EXCEPT that portion of property conveyed to South Carolina Department of Transportation from Hoyt Vernon Smith by Title to Real Estate dated August 30, 2017 and recorded October 11, 2017 in Deed Book 3133, Page 204.

LESS AND EXCEPT that portion of property conveyed to South Carolina Department of Transportation from Hoyt Vernon Smith by Title to Real Estate dated August 30, 2017 and recorded October 12, 2017 in Deed Book 3134, Page 163.

AND BEING a portion of the same property conveyed to Hoyt Vernon Smith from Vernon W. Smith by Title to Real Estate dated March 03, 2007 and recorded March 23, 2007 in Deed Book 441, Page 182.

Tax Parcel Nos. 01-0426-012-00-00, 01-0426-010-01-00
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.
EXHIBIT 2

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(FOLLOWS ON THE NEXT PAGE)
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between ____________________________, having its principal office at ____________________________, (hereinafter called "Mortgagor") and ____________________________, ________ having its principal office/residing at ____________________________, (hereinafter called "Landlord"); and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated __________, 20____ (the "Lease") with Landlord, covering property more fully described in Exhibit I attached hereto and made a part hereof (the leasehold premises along with the access and utility easement are collectively referred to as the "Premises"); and

WHEREAS, Landlord has given to Mortgagor a mortgage and other related collateral documents (collectively the "Mortgage") upon property having a street address of ____________________________, being identified as Lot ______ in Block ______ in the ________ of ___________, ___________ County, State of ____________________________ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of ________________________ ($__________) Dollars, which Mortgage has been recorded in the appropriate public office in and for ___________ County, ___________, and the specific recording information for the Mortgage is more particularly described on Exhibit 2; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part, (but not Tenant’s trade fixtures and other personal property), and to all renewals,
modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagor takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagor agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagor's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagor succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagor succeeded to the interest of Landlord; provided, however, that Mortgagor will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or
(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagor or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagor or its successors or assigns after foreclosure or acquisition of title in lieu thereof otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagor understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagor will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagor hereby expressly waives any interest which Mortgagor may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagor hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagor", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagor and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

8. This Agreement may be 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 Pages Follows]
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

Name: ____________________________

Name: ____________________________

LANDLORD:

____________________________________

a

By: __________________________________

Name: ____________________________

Title: ______________________________

Date: ______________________________

____________________________________

LANDLORD (INDIVIDUAL)

STATE OF ____________________________ )

COUNTY OF __________________________ ) ss

The foregoing instrument was acknowledged before me this __________ day of ______________, 20__, by

____________________________________, ( ) who is personally known to me OR ( ) who has produced

____________________________________ as identification.

_______________________________
Notary Public
My Commission Expires: ________________

LANDLORD (PARTNERSHIP)

STATE OF ____________________________ )

COUNTY OF __________________________ ) ss

The foregoing instrument was acknowledged before me this __________ day of ______________, 20__, by

____________________________________, partner on behalf of a

____________________________________ partnership, ( ) who is personally known to me OR ( ) who has produced

____________________________________ as identification.

_______________________________
Notary Public
My Commission Expires: ________________
LANDLORD (CORPORATION)

STATE OF ______________ 
COUNTY OF ______________

The foregoing instrument was acknowledged before me this ______ day of ______________, 20____, by ___________________________ [name of representative], the ______________ [title] of the corporation, ( ) who is personally known OR ( ) who has produced ____________________________ as identification.

________________________________________
Notary Public

My Commission Expires: __________________________
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

Name: _______________________

Name: _______________________

TENANT:

Tillman Infrastructure LLC, a Delaware limited liability company

By: _______________________

Name: Chris Mularadelis

Its: Authorized Signatory

Date: _______________________

TENANT ACKNOWLEDGMENT

STATE OF NEW JERSEY )
COUNTY OF BERGEN )

I CERTIFY that on ______ of ____________, 20___, Chris Mularadelis, personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is the Authorized Signatory of TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company, the company named in the attached instrument;
(b) was authorized to execute this instrument on behalf of the company; and
(c) executed the instrument as the act of the company.

Notary Public
Print Name: _______________________

My Commission Expires: _______________
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

Name: ______________________

Name: ______________________

MORTGAGEE:

__________________________

By:

__________________________

STATE OF __________________

COUNTY OF __________________ ss

The foregoing instrument was acknowledged before me this ______ day of __________, 20____ by __________________________ [name of representative] the [title] of __________________________ [name of banking institution], a __________________________ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced __________________________ as identification.

__________________________

Notary Public

My Commission Expires: ____________________
EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain piece, parcel or tract of land, situate, lying and being near the Sampit Bridge in Tax District No. 1, County of Georgetown, State of South Carolina, containing 51 acres according to a plat thereof made by P. E. Mathews, C.E. & L. L. Hamby, Surveyor, January 31, 1902, bounded on one side by the Public Highway known as "Sampit Road", on one other side by lands of B. D. Bourne, on another side by a part of the original tract from which it is separated, and on the other side by Sampit Creek. Said tract has such courses and distances as are shown on said plat, which is recorded in the office of the Register of Deeds for Georgetown County in Plat Book B at Page 70.

LESS AND EXCEPT that portion of property conveyed to South Carolina Department of Transportation from Hoyt Vernon Smith by Title to Real Estate dated August 30, 2017 and recorded October 11, 2017 in Deed Book 3133, Page 204.

LESS AND EXCEPT that portion of property conveyed to South Carolina Department of Transportation from Hoyt Vernon Smith by Title to Real Estate dated August 30, 2017 and recorded October 12, 2017 in Deed Book 3134, Page 163.

AND BEING a portion of the same property conveyed to Hoyt Vernon Smith from Vernon W. Smith by Title to Real Estate dated March 03, 2007 and recorded March 23, 2007 in Deed Book 441, Page 182.

Tax Parcel Nos. 01-0426-012-00-00, 01-0426-010-01-00
The Premises is legally described as follows:
Exhibit 2

Mortgage and Related Documents
EXHIBIT 3
ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]
DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to [_____]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [_____] permitting [_____] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [_____] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [_____] representatives may be seeking access to the property outside of normal business hours. [_____] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

__________________________
Landlord Signature
Exhibit 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]
MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 5th day of March, 2019, by and between Hoyt Vernon Smith, a married person having a mailing address of 440 Saint Delight Road, Georgetown, SC 29440 (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 5th day of March, 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 at 440 Saint Delight Road, Georgetown, SC 29440 (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 Sixteen (16) 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.

"WITNESSES"

Name: Jason Ward
Name: Rebecca Whites

"LANDLORD"

Hoyt Vernon Smith
By: [Signature]
Print Name: Hoyt Vernon Smith
Its: [Signature]
Date: 5-19-19

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company
By: [Signature]
Name: Chris Mularadelis
Its: Authorized Signatory
Date: 3/25/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]
TENANT ACKNOWLEDGMENT

STATE OF NEW JERSEY    )
COUNTY OF BERGEN      )

I CERTIFY that on 5th of March, 2019, Chris Mularadelis, personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is the Authorized Signatory of TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company, the company named in the attached instrument;
(b) was authorized to execute this instrument on behalf of the company; and
(c) executed the instrument as the act of the company.

[Signature]
Notary Public
Print Name: Daniel M. Suleski
A Notary Public of New Jersey
My Commission Expires June 26, 2023

LANDLORD ACKNOWLEDGMENT

STATE OF SC  )
COUNTY OF GEORGETOWN )

The foregoing instrument was acknowledged before me this 10th day of March, 2019, by

[Signature]
Notary Public
My Commission Expires: 10-29-2024
WITNESS my hand and official seal.
EXHIBIT 1

Description of Real Property

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain piece, parcel or tract of land, situate, lying and being near the Sampit Bridge in Tax District No. 1, County of Georgetown, State of South Carolina, containing 51 acres according to a plat thereof made by P. E. Mathews, C.E. & L. L. Hamby, Surveyor, January 31, 1902, bounded on one side by the Public Highway known as “Sampit Road”, on one other side by lands of B. D. Bourne, on another side by a part of the original tract from which it is separated, and on the other side by Sampit Creek. Said tract has such courses and distances as are shown on said plat, which is recorded in the office of the Register of Deeds for Georgetown County in Plat Book B at Page 70.

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Tax Parcel Nos. 01-0426-012-00-00, 01-0426-010-01-00
Exhibit 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page 1 of 1

to the Memorandum of Lease dated March 19, 2019, by and between Hoyt Vernon Smith, a married person, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

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.
IV. Certification of No Existing Viable Candidates
APPLICATION FOR ZONING APPROVAL FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER AND RELATED APPURTEANCES

GEORGETOWN #TI-OPP-13531 FA# 14738382
No Existing Structure Certification

In compliance with the Georgetown County, SC Tower Ordinance, Article II, section 200, Tillman Infrastructure, LLC ("Tillman") hereby certifies a good faith effort has been made and was unsuccessful to co-locate on existing communication towers, buildings or other structures, and that no suitable facilities within the desired coverage area were available within 2,000 feet from the proposed leased area available for collocation. AT&T's proposed equipment must be located within this target area in order to meet the network objective, function within their technical design needs and as required by regulations.

In this instance, the proposed location is the only viable working choice and construction of this new site is necessary. In addition, as required by section 201, Tillman will demonstrate the new facility and ground area leased will be designed to allow other users to co-locate on the proposed tower, subject to the engineering capabilities of the structure, frequency considerations, reservation of space for future expansion, and availability at the time of request.

TILLMAN INFRASTRUCTURE, LLC

By: [Signature]

Printed Name: Amy Deihler
Title: Site Development Project Manager
V. Certification of Multi-Tenant Design
Georgetown County Planning & Development
ATTN: Judy Blankenship, Planner II
129 Screven St. Suite 222
Georgetown, S. C. 29440
PH: 843-545-3028

Subject: Proposed Site # T1-OPP-13531 FA# 14738382
440 SAINT DELIGHT ROAD, GEORGETOWN, SC 29440
Parcel ID: 01-0426-012-00-00

Please allow this letter to serve as a statement of compliance that the referenced new wireless
support facility will be structurally designed and constructed to accommodate collocation by no
less than two future tenants in addition to AT&T, as evidenced by the attached site plans, to help
reduce tower proliferation within the community.

In addition, this tower placement will enhance both wireless voice and data capabilities to its
customers, as well as first responders in the surrounding area.

Sincerely,

[Signature]

Title: [Date]
Site Development Project Manager
VI. Certification of RF Emissions Compliance
APPLICATION FOR ZONING APPROVAL FOR THE CONSTRUCTION OF A
WIRELESS COMMUNICATION TOWER AND RELATED APPURTEANCES

GEORGETOWN #TI-OPP-13531 FA# 14738382

In compliance with the Georgetown County, SC Tower Ordinance, Article III, Approval Criteria
Section 300.9, which states as follows:

"The tower owner and each co-located antennae owner shall provide written certification
from a radio frequency specialist that the proposed facility will not radiate power density
levels or collective power density levels for all co-located antennae that exceed federally
approved levels or American National Standards Institute (ANSI) standards, whichever
proves the stricter requirements;"

Tillman Infrastructure, LLC hereby certifies it will fully comply with all FCC rules and standards
regarding radio frequency interference, permissible exposure to radio frequency emissions and
public safety. The power density levels are much lower than Federal and ANSI standards and
will be constructed to meet or exceed all ANSI and FAA requirements. The proposed use will
virtually have no adverse impact on the protection of public, community or private water
supplies, including possible adverse effects on surface waters or ground water.

Finally, the improved wireless service will provide better and more reliable access to emergency
services in this area of Georgetown, South Carolina improving public health and safety.

TILLMAN INFRASTRUCTURE, LLC

By: [Signature]

Printed Name: Amy Steiber
Title: Site
VII. Certification of Base Flood Elevation Study
Date: 08/26/2019

To: Tillman Infrastructure, LLC
20 Mansell Court East, Suite 375
Roswell, GA 30076

Attn: Mr. Rick McPhail

Project: Georgetown, SC
440 Saint Delight Rd
Georgetown, SC 29440
Tillmain Site TI-OPP-13531

Re: Base Flood Elevation Study

Dear Mr. McPhail,

The following are the results of our Base Flood Elevation Study for the above referenced tower site located in Georgetown, SC.

The proposed development consists of a self-supported cell tower, ground equipment elevated on a steel platform, and an access driveway. The purpose of this study is to determine the stormwater base flood elevation (BSE) at the location of the proposed tower/platform.

Per Chapter 2 of the Georgetown County Stormwater Management Manual, the NRCS method for determining stormwater flow was utilized to determine flow rate and water surface elevation for the required 100yr 24hr storm event. Calculations are attached to this report. Based on this design criteria, the BFE was determined to be 21.2’ above mean sea level (AMSL). In order to provide a 1’ clearance above the BFE, the resulting platform elevation will be a minimum 22.2’ AMSL.
The existing ground elevation at the tower/platform location is approximately 7.0’ AMSL. The resulting top of platform must be a minimum 15.2’ above existing grade.

Please do not hesitate to contact B+T Group with questions or requests for additional information.

With regards,

Brad Milanowski, P.E.  
08/26/19

Attachments:
- FEMA Flood Insurance Rate Map (FIRM)
- Basin ‘Time of Concentration’ worksheet
- NRCS Flow Rate worksheet
- NRCS Cross Section analysis output
Calculation of Overland Sheet Flow Travel Time
Using the Manning Kinematic Equation - U.S. units

Instructions: Enter values in blue boxes. Spreadsheet calculates values in yellow boxes.

**Inputs**
- Manning Roughness Coefficient, n = 0.015
- Length of Flow Path, L = 5000 ft
- 2 yr, 24 hr rainfall, P = 4 in

**Calculations**
- Ground Slope, S = 0.0709
- Overland Sheet Flow Time, \( t_1 \) = 119.3 min

Manning Kinematic Equation - U.S. units

\[
t_1 = \frac{0.42 \ (nL)^{0.6}}{P^{0.5} \ S^{0.4}}
\]

\( t_1 \) = overland sheet flow runoff travel time, min
\( n \) = Manning roughness coefficient, dimensionless
\( L \) = length of the flow path, ft (Max. \( L \) should be 300 ft)
\( P \) = 2 year, 24 hr rainfall, in
\( S \) = ground slope, ft/ft

---

Calculation of Shallow Concentrated Flow Travel Time
Using the NCRS Method - U.S. units

**Inputs**
- Length of Flow Path, L = 5000 ft
- Ground Slope, S = 0.07

**Calculations**
- Flow Velocity, \( V \) = 5.54 ft/sec
- Travel time, \( t_2 \) = 80.1 min

Equations for NCRS Method for Shallow Concentrated Flow

\[
t_2 = \frac{L}{(60V)}
\]

where:
- \( t_2 \) = shallow concentrated flow runoff travel time, min
- \( L \) = length of the flow path, ft
- \( V \) = shallow concentrated flow velocity, ft/sec
- \( S \) = surface slope, ft/ft

---

Calculation of Channel Flow Travel Time
Using the Manning Equation - U.S. units

**Inputs**
- Bottom width, \( b \) = 10 ft
- Depth of flow, \( y \) = 9 ft
- Side Slope, \( Z \) = 3
- Manning roughness, \( n \) = 0.035
- Channel bottom slope, \( S \) = 0.003
- Length of Flow Path, \( L \) = 6000 ft

**Calculations**
- Cross-Section Area, \( A \) = 575.0 ft²
- Wetted Perimeter, \( P \) = 131.6 ft
- Hydraulic Radius, \( R \) = 4.37 ft
- Discharge, \( Q \) = 3580.93 cfs
- Average Velocity, \( V \) = 5.231 ft/sec
- Channel travel time, \( t_3 \) = 11.4 min

Manning Equation for Open Channel Flow

\[
Q = \frac{1.49}{n} \frac{A}{R^{2/3}} \ S^{1/2}
\]

\( Q \) = channel flow rate, cfs
\( V \) = average velocity of flow, ft/sec
\( A \) = channel cross-sectional area, ft²
\( P \) = wetted perimeter of channel, ft
\( S \) = channel bottom slope, ft/ft
\( n \) = Manning roughness coefficient for channel
\( L \) = Length of Flow Path, ft

---

Calculation of Time of Concentration
\( (t_c = t_1 + t_2 + t_3) \)

**Inputs**
- \( t_1 \) = 119 min
- \( t_2 \) = 80 min
- \( t_3 \) = 13 min

**Calculations**
- \( t_c \) = 212 min
Rational Method Calculation of Design Rainfall Intensity and Peak Storm Water Runoff Rate - U.S. units (for specified return period and storm duration)

**Inputs**
- Drainage Area, A = 3500 acres
- Runoff Coefficient, C = 0.28
- Design Return Period = 2 years
- Design Storm Duration, d = 160 min.
- Design Rainfall Intensity, I = 4.19 in/hr

**Calculation of Design Rainfall Intensity, I,** using the equation: I = a/(d + b):

- \( a = \text{slope} = -535 \)
- \( b = \text{intercept} = -265.0 \)
- Design Rainfall Intensity, I = 7.95 in/hr

**Calculation of Design Peak Storm Water Runoff Rate, Q,** using the equation: Q = CIA

- Design Peak Storm Water Runoff Rate, Q = 7478.3 cfs

**Runoff Coefficient, C**

<table>
<thead>
<tr>
<th>Slope:</th>
<th>&lt; 2%</th>
<th>2-6%</th>
<th>&gt; 6%</th>
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<tbody>
<tr>
<td>Forest</td>
<td>0.08</td>
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<td>0.14</td>
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<td>0.30</td>
</tr>
<tr>
<td>Pasture</td>
<td>0.14</td>
<td>0.25</td>
<td>0.37</td>
</tr>
<tr>
<td>Farmland</td>
<td>0.14</td>
<td>0.28</td>
<td>0.45</td>
</tr>
<tr>
<td>Res. 1 acre</td>
<td>0.22</td>
<td>0.26</td>
<td>0.39</td>
</tr>
<tr>
<td>Res. 1/2 acre</td>
<td>0.25</td>
<td>0.29</td>
<td>0.32</td>
</tr>
<tr>
<td>Res. 1/3 acre</td>
<td>0.28</td>
<td>0.32</td>
<td>0.35</td>
</tr>
<tr>
<td>Res. 1/4 acre</td>
<td>0.30</td>
<td>0.34</td>
<td>0.37</td>
</tr>
<tr>
<td>Res. 1/8 acre</td>
<td>0.33</td>
<td>0.37</td>
<td>0.40</td>
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**Rational Method Runoff Coefficients - Part I**

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<tr>
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<td>0.26</td>
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<td>0.44</td>
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<tr>
<td>Pasture</td>
<td>0.30</td>
<td>0.42</td>
<td>0.52</td>
</tr>
<tr>
<td>Farmland</td>
<td>0.20</td>
<td>0.25</td>
<td>0.34</td>
</tr>
<tr>
<td>Res. 1 acre</td>
<td>0.28</td>
<td>0.32</td>
<td>0.40</td>
</tr>
<tr>
<td>Res. 1/2 acre</td>
<td>0.31</td>
<td>0.35</td>
<td>0.42</td>
</tr>
<tr>
<td>Res. 1/3 acre</td>
<td>0.33</td>
<td>0.38</td>
<td>0.43</td>
</tr>
<tr>
<td>Res. 1/4 acre</td>
<td>0.36</td>
<td>0.40</td>
<td>0.47</td>
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<tr>
<td>Res. 1/8 acre</td>
<td>0.38</td>
<td>0.42</td>
<td>0.49</td>
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**Runoff Coefficient, C**

<table>
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<th>C</th>
<th>D</th>
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<td>0.44</td>
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<tr>
<td>Pasture</td>
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<td>0.52</td>
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<tr>
<td>Farmland</td>
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<td>0.34</td>
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<tr>
<td>Res. 1 acre</td>
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<td>0.40</td>
</tr>
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<td>0.31</td>
<td>0.42</td>
</tr>
<tr>
<td>Res. 1/3 acre</td>
<td>0.33</td>
<td>0.43</td>
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<tr>
<td>Res. 1/4 acre</td>
<td>0.36</td>
<td>0.47</td>
</tr>
<tr>
<td>Res. 1/8 acre</td>
<td>0.38</td>
<td>0.49</td>
</tr>
</tbody>
</table>

**Rational Method Runoff Coefficients - Part II**
VIII. FAA Determination of No Hazard to Air Traffic
** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

- **Structure:** Antenna Tower Georgetown SC -TI-13531
- **Location:** Georgetown, SC
- **Latitude:** 33-22-19.21N NAD 83
- **Longitude:** 79-27-07.49W
- **Heights:**
  - 7 feet site elevation (SE)
  - 300 feet above ground level (AGL)
  - 307 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- [ ] At least 10 days prior to start of construction (7460-2, Part 1)
- [X] Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 12/17/2020 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-5922, or debbie.cardenas@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-17318-OE.

Signature Control No: 406637098-408587987
Debbie Cardenas
Technician

Attachment(s)
Frequency Data

cc: FCC
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<th>LOW FREQUENCY</th>
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</table>
IX. FCC Registration
X. Itemization of Properties within 400 feet of Leased Area
400-ft radius from leased area:

<table>
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<tr>
<th>Unit</th>
<th>Path</th>
<th>No units</th>
<th>Circle</th>
<th>3D path</th>
<th>3D poly</th>
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<tbody>
<tr>
<td>Measure the circumference of area of a circle on the ground</td>
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<td></td>
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</tr>
<tr>
<td>Radius</td>
<td>400.44 Feet</td>
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</tr>
<tr>
<td>Area</td>
<td>501.19/01 Square Feet</td>
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<tr>
<td>Circumference</td>
<td>1,245.41 Feet</td>
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</tbody>
</table>

[Diagram showing a circle with measurements]
Properties within 400 feet of candidate that are NOT owned by Hoyt Smith:

GSM & W LLC
196 JOHN WATIES CT
GEORGETOWN, SC 29440
Physical Address: 425 KENT RD
Property ID: 01-0416-023-00-00

MCDANIEL KATHERINE
666 ST DELIGHT RD
GEORGETOWN, SC 29440
Property ID: 01-0426-013-01-00