

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into this ____ day of November 2022, by and between Paul A. Kinch and Amy L. Kinch., hereinafter collectively called "Lessor" (whether one or more), whose address is 10805 Milam RD Colorado Springs, CO 80908 , and TVT II, LLC, a Delaware limited liability company whose address is 495 Tennessee Street, Suite 152, Memphis, Tennessee 38103, hereinafter called "Lessee."

W I T N E S S E T H:

Lessor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, and/or the covenants and agreements herein contained, does hereby option to lease and if exercised pursuant to the terms hereunder lease, let and demise unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain tract or parcel of land situated in El Paso County, Colorado , as more particularly described in Exhibit "A," attached hereto and made a part hereof by reference for all purposes (said land being hereinafter referred to as the "Leased Premises").

TO HAVE AND TO HOLD the said Leased Premises unto Lessee, its successors and assigns, subject to the terms and provisions hereinafter stated, for the term of years specified below.

A. OPTION

1. Commitment Deposit. In consideration of the sum of [REDACTED] to be paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor grants to Lessee the right and option (the "Option") to use designated Premises in accordance with the terms set forth below. During the Option Period, the Lessor shall not lease the Premises to any person or entity other than Lessee.

2. Option Period. The Option shall be for an initial term of twenty-four (24) months from the date of this Agreement (the "Option Period"). If Lessee fails to exercise the Option within

Lessor Paul A. Kinch Lessee Amy L. Kinch

the Option Period, the Option shall terminate, all rights and privileges granted under this Agreement shall be deemed completely surrendered, Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other. The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an [REDACTED] (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period." In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted here under. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

3. Exercise of Option. Lessee shall exercise the Option by written notice to Lessor (the "Notice to Exercise Option"). On and after the date of such Notice to Exercise Option, this Agreement shall also constitute a lease agreement between Lessor and Lessee, which shall be deemed effective as of the Commencement Date (defined herein) on the following terms and conditions:

B. LEASE AGREEMENT

1. The Leased Premises are hereby leased to Lessee as a site for a communications tower ("Intended Use"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises a communications tower and related communication equipment and facilities, together with such other equipment and facilities as may be necessary or convenient to Lessee's Intended Use of the Leased Premises. During the Term of the Agreement, the Lessor shall not lease the Premises to any person or entity other than Lessee.

2. It is recognized by Lessor that the use of the Leased Premises by Lessee will require certain incidental uses of the lands owned by Lessor adjacent to the Leased Premises. Accordingly, Lessor expressly grants and conveys to Lessee, its successors and assigns, the following easements

on, over, across, along and upon the lands owned by Lessor adjacent and contiguous to the Leased Premises: (i) an easement for ingress and egress (24 hours a day/7 days a week) to and from the Leased Premises for all purposes incident to this lease, (ii) a landscape easement around the Leased Premises the width as required by the applicable governmental authorities and (iii) an easement limited to thirty (30) feet in width to install, maintain, repair and operate telephone and electrical lines upon poles, conduits, fiber optics, gas lines, and underground utility services (with such anchorage and appurtenances as may be necessary or convenient therefor) and transformers, where necessary, for the purpose of supplying electrical power, gas, fiber, water and telephone services to the Leased Premises (it being agreed that such easement for fiber, electrical, gas, telephone and other communication lines and poles may be utilized by either a public power company, gas company, telephone company, cable or fiber optics company or by Lessee). In this regard, it is agreed that the easement herein granted to Lessee for the purpose of ingress and egress shall be limited to thirty (30) feet in width and that Lessee shall have the right to construct an all weather road on such easement and to place gates in Lessor's fences, if necessary; provided, however, that Lessee shall also have the right to use (and to the extent reasonably feasible agrees to use) for such ingress and egress the existing private roads of Lessor and to improve the same as aforesaid but provided, further, that Lessee agrees to repair any damage caused to the existing roads of Lessor as a result of the use thereof by Lessee so as to place such roads of Lessor in as good or better condition as existed prior to the use thereof by Lessee. Lessee shall perform all repairs necessary or appropriate to keep the Leased Premises, any appurtenant rights-of-way or access to the Leased Premises in good and tenantable condition, reasonable wear and tear, damage by fire, the elements and other casualty excepted. In the event any public utility is unable or unwilling to use the above-described easements, Lessor hereby agrees to grant an additional right-of-way, in form satisfactory to Lessee, either to Lessee or directly to the public utility at no cost and in a location acceptable to either Lessee or the public utility (the "Revised Easement"). Any such Access Easement may be recorded among the public records of El Paso County, Colorado.

3. This lease shall be for a primary term of five (5) years commencing upon the date of the issuance of the Notice to Exercise Option ("Commencement Date") and ending on the fifth (5th) anniversary date of the Commencement Date ("Initial Term"); provided, however, that Lessee shall have the right and option to extend the term of this lease for six (5) five-year periods ("Extension Period"). The first Extension Period shall commence on the fifth (5th) anniversary date of the Commencement Date. The second through the fifth Extension Period shall commence on the fifth (5th) anniversary of the prior Extension Period. The payment by Lessee to Lessor of rental for the first month of any Extension Period, in accordance with Paragraph 4(a) below, shall

constitute the exercise by Lessee of its right and option to so extend the term of this lease for such Extension Period.

4. (a) Until the date which that is thirty (30) days after Lessee's tenant installs its equipment on the tower or thirty-six (36) months after the right to occupy is granted by the building department, whichever occurs first ("Rent Commencement Date"), rent will be a one-time aggregate payment of [REDACTED], less the Commitment Deposit, the receipt of which Lessor acknowledges. Thereafter, as rent and rental for the use of the Leased Premises, throughout the Initial Term of this lease (and, in the event Lessee exercises its option to extend the term of this lease for an Extension Period, then continuing throughout each Extension Period), Lessee shall pay to Lessor the sum of [REDACTED] for each month of the lease term ("Rent"), partial monthly periods to be prorated. Upon the first day of each Extension Period, Lessee shall (if exercising the option to extend) pay Lessor the amount of rent due for the first month of the Extension Period of this lease. All future payments of Rent hereunder shall be payable on the first day of the month, in advance, during the lease term, and shall be paid or tendered to Lessor at its address specified above or to such other place as Lessor may from time to time designate to Lessee upon not less than thirty (30) days advance written notice. Lessee may elect to pay Rent electronically or by direct deposit methods (i.e. ACH). If such method is elected by Lessee, then Lessor shall provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to Lessor. Rent throughout each Extension Period shall be increased on the fifth anniversary of the Rent Commencement Date, and each fifth anniversary of the Rent Commencement Date, [REDACTED] Rent.

(b) Lessee shall pay Lessor, as additional rent, [REDACTED] telecommunications carrier, excluding wireless internet service providers, (each referred to as a "Carrier"), whose equipment is installed on the tower after the first Carrier (i.e., the second, third and fourth Carriers attaching equipment) ("Additional Rent"). Such Additional Rent shall be paid to Lessor on the first business day of the month following the month Lessee has received rent from such Carrier and such carrier has installed its equipment on the tower. Partial monthly periods to be prorated. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Lessee shall have sole discretion as to whether, and on what terms, to lease, license or otherwise allow occupancy of the Premises and there shall be no expressed or

Lessor [Signature] Lessee [Signature]



Site Name: Cordera
Site Number: CO

implied obligation for Lessee to do so. If any such Carrier's right of use expires or terminates for any reason and payment to Lessee of rental, license or similar payments ceases, Lessee shall no longer be obligated to pay the Additional Rent for such Carrier. Lessee may elect to pay Additional Rent electronically or by direct deposit methods (i.e., ACH). If such method is elected by Lessee, then Lessor shall provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to Lessor.

(c) No change in ownership with respect to the Leased Premises or with respect to the rental payments provided for herein shall be effective or binding upon Lessee for any purpose until thirty (30) days after the acquiring party shall have furnished Lessee by certified mail, return receipt requested, a copy duly certified by the appropriate public official, of the recorded instrument or instruments evidencing same. Any rental payment made prior to such notice and proof to Lessee of any change of ownership shall be binding on any new owner, even though payment is made prior to the due date thereof.

5. Failure on the part of Lessee to make any rental payment hereunder on or before its due date shall give Lessor the right (following written notice and an opportunity to cure as provided below) to terminate this lease, which notice of termination shall be made in writing and shall be mailed or delivered to Lessee at the address specified above (or to any other address hereafter specified by Lessee). This lease and all rights of Lessee hereunder shall terminate thirty (30) days after receipt by Lessee of such written notice of termination unless on or before the expiration of such thirty (30) day period the Lessee shall pay to Lessor the rental then owing hereunder.

6. It is understood and agreed that during the term of this lease Lessor shall pay all taxes, assessments or charges whatsoever which may be levied upon or assessed against the Leased Premises or any part thereof; provided, however, that any increase in such taxes, assessments or charges levied upon or assessed against the Leased Premises which are due solely to improvements placed on the Leased Premises by Lessee shall be paid by Lessee. Lessee shall have the right but not the obligation to pay any taxes due by Lessor hereunder if Lessor fails to timely do so, in addition to any other rights or remedies of Lessee. In the event that Lessee exercises this right to pay such taxes and Lessor not paying its taxes that become due, Lessee shall have the right to deduct such tax amounts paid from any monies due to Lessor from Lessee without having provided to Lessor notice or the opportunity to cure. In jurisdictions where towers are state assessed property, Lessee shall pay tax amounts associated with that assessment. Lessee shall be responsible for payment of all utilities and services for the Leased Premises.

Lessor  Lessee 

7. (a) Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(i) Lessee securing appropriate approvals for Lessee's Intended Use of the Leased Premises from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority, including the City of Colorado Springs and El Paso County approval ("Approvals"), having jurisdiction over Lessee's proposed use of the Leased Premises. Lessee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Lessee's Intended Use of the Leased Premises shall relieve Lessee from any obligation to perform under this Lease;

(ii) Lessee shall have the right to obtain a title report commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which adversely affect Lessee's use of the Leased Premises or Lessee's ability to obtain leasehold financing, Lessee shall have no obligation to perform under this Lease;

(iii) Lessee shall have the right to have the Leased Premises surveyed and to have soil borings and analysis tests run. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Lessee, may adversely affect Lessee's use of the Leased Premises, Lessee shall have no obligation to perform under this Lease; and

(iv) Lessee shall have the right to have an environmental audit of the Leased Premises performed by an environmental consulting firm of Lessee's choice. If the environmental audit reveals that the Leased Premises is contaminated with hazardous materials, Lessee shall have no obligation to perform under this Lease. If after Lessee takes possession of the Leased Premises hazardous materials are discovered to exist on, under or beneath the Leased Premises, Lessee may terminate this Lease and Lessee shall owe no further duties, obligations, or liability to Lessor.

(b) Lessee may terminate this lease at any time by giving Lessor thirty (30) days prior written notice without further liability if Lessee does not obtain all Approvals required from any governmental authority or any easements required from Lessor or any third party for Lessee's Intended Use, or if any such Approval is canceled, expires or is withdrawn or terminated, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the

Lessor  Lessee 

Site Name: Cordera
Site Number: CO

Leased Premises for Lessee's Intended Use or for economic reasons. Upon termination, all prepaid rent will be retained by Lessor unless such termination is a result of Lessor's default. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

8. Lessee has the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without the Lessor's consent. Upon written notification to Lessor of any assignment of this lease by Lessee (together with a copy of such assignee's written assumption of Lessee's obligations hereunder), Lessor shall look solely to such assignee for the satisfaction of Lessee's obligations hereunder, and Lessee shall be released from any further obligations under this lease.

Additionally, Lessee may mortgage or grant a security interest in Lessee's leasehold estate under this Lease and any of Lessee's personal property and may assign this Lease and any of Lessee's personal property to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees simultaneously to notify in writing Lessee and the Mortgagee of Lessee having first priority as to Lessee's leasehold interest and which has requested notice from Lessor of any default by Lessee and to give such Mortgagee the same right to cure any default as Lessee, except the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice.

9. Lessor agrees that Lessee's property is not Lessor's property and agrees to recognize the rights of the lender, owner, secured creditor or lessor, if any ("Secured Party") of Lessee's property. Notwithstanding anything to the contrary contained herein, Lessor hereby agrees to subordinate any claim arising by way of any Lessor's lien (whether created by statute or by contract) or otherwise with respect to Lessee's property and agrees, if confirmation of said subordination and recognition of Secured Party's rights is requested by Lessee or Secured Party, to execute and deliver a subordination agreement and/or other document satisfactory to Secured Party with thirty (30) days from Lessee's or Secured Party's written request. Furthermore, Lessee has the right at any time during any term of this lease to, and shall within a reasonable period, not to exceed 90 days after the termination of this Lease, dismantle and remove to surface grade all property and improvements placed by Lessee on the Leased Premises or on the lands of Lessor

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Site Name: Cordera
Site Number: CO

adjacent and contiguous to the Leased Premises, regardless of the manner in which such property and improvements may be affixed thereto.

10. (a) Lessee agrees to compensate Lessor for damages and to indemnify and hold Lessor harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Leased Premise or arising from Lessee's default pursuant to this lease or breach of any representation or warranty made by Lessee under this lease. In addition, Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Leased Premise, including radio frequency (RF) emissions in excess of applicable permitted federal levels and standards, arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Leased Premise and any activities therein, which conditions are a result of any act or omission of Lessee. The indemnities described in this section 10 shall survive termination of the lease.

(b) Neither party shall be liable to the other under the terms of this lease for consequential or special damages. This paragraph shall not be deemed to limit or deny any remedies by which Lessee may have in the event of default by Lessor hereunder.

11 During the term of this lease and all Extension Periods, Lessee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and property damage insurance of not less than Fifty Thousand Dollars (\$50,000.00). Such insurance shall insure against liabilities arising out of or in connection with Lessee's use or occupancy of the Leased Premise. Such policy shall name Lessor as additional insured.

12. In the event of the insolvency of Lessee, or the adjudication of Lessee as bankrupt, voluntary or involuntary, or in the event of a partial or general assignment for the benefit of a creditor or creditors by Lessee, or in the event Lessee should be successfully proceeded against in any general creditor's bill, or in the event Lessee makes an offer in or out of court for the compromise of Lessee's debts, or any substantial part thereof, by reduction in amount or in preference or security or by postponement of payment date or dates or in the event any court proceedings are instituted by, for or against Lessee in contemplation of any such offer, Lessor shall

Lessor  Lessee 

have the right and privilege to immediately terminate this lease and, to the extent allowed by law, declare the then remaining unpaid balance of the rent to be paid by Lessee to Lessor during the term hereof immediately due and payable.

13. All notices pertaining to this lease by Lessee to Lessor shall be considered as duly delivered when mailed to Lessor at the address of Lessor specified above by certified mail, or by overnight carrier. All notices pertaining to this lease by Lessor to Lessee shall be considered as duly delivered when mailed to Lessee at the address of Lessee specified above by certified mail, or by overnight carrier. Either party may from time to time designate a different address for such party by written notice to the other party.

14. Lessor represents and warrants that Lessor has the full right and authority to execute this lease and to grant the estate herein demised and that Lessee, upon payment of the rent and performance of the terms, covenants and agreements contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this lease without hindrance or interruption by Lessor or any other person or persons whomsoever. Lessor agrees to compensate Lessee for damages and to indemnify and hold Lessee harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from Lessor's default pursuant to this Lease Agreement or breach of this representation and warranty made by Lessor under this Lease Agreement. The indemnities described in this section 14 shall survive termination of this Lease Agreement.

15. A short-form memorandum of this Lease Agreement, in the form set forth as Exhibit "B" may be recorded at Lessor or Lessee's option.

16. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This lease may be executed in counterparts and may be ratified by separate instrument referring hereto and shall be binding upon each party who executes or ratifies it without regard to whether it is executed or ratified by all those named herein as Lessor or whether such executing or ratifying party is named herein as a Lessor.

17. Subordination. This Lease shall be junior and subordinate at all times to the lien of any first mortgage or mortgages and to the lien of any Deed of Trust or other method of financing which is presently or hereafter a lien upon any part of the Premises; provided, that such lien, by its



Lessor  Lessee 

terms or by separate written agreement with Lessee, provides that if Lessee is not then in default under this Lease, Lessee's rights hereunder shall not terminate as a result of the foreclosure of any such lien, and Lessee's rights under this Lease shall continue in full force and effect and Lessee's possession of the Premises shall not be disturbed except in accordance with the provisions of this Lease. Lessor shall cause any such lien holder to enter into a non-disturbance agreement from such mortgage holder or lien holder with Lessee its successors and assigns. Lessee shall, upon request of any such mortgage holder, execute a subordination and attornment agreement, within fifteen (15) days of request, wherein Lessee agrees that if any such lien holder succeeds to the interest of Lessor, Lessee will attorn to such lien holder, its successors and assigns, as Lessor under the terms of this Lease.

18. Estoppel Agreement. Within fifteen (15) days after a request by Lessor or Lessee, as the case may be, Lessor or Lessee shall execute and deliver to the other an estoppel statement in such reasonable form as the other may request. The Estoppel Agreement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) annual installment of the rental has been paid in advance.



19. Right of First Refusal. Lessor agrees not to sell, lease, or permit the use of any other areas of the larger parcel upon which Leased Premises is situated for the placement of or use by other communications facilities. If Lessor elects, during the Initial Term of any Extension Period, to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease Agreement to that third party, Lessee shall have the right of first refusal to meet the third-party offer of transfer on the same terms and conditions of that offer, excluding those terms which are not imposed in good faith or which are designed to defeat the parties intent hereunder by imposing terms that require LESSEE to share any part or all of Lessee's revenues, of any nature, generated from Lessee's use of the Leased Premises. If Lessee fails to meet the third-party offer within thirty (30) days after written notice thereof from Lessor, which notice must include a copy of the third-party offer, Lessor may grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.

20. Confidentiality. Without the prior written consent of the Lessee, Lessor will not disclose, and will not permit its representatives to disclose, to any person other than its officers,

Lessor  Lessee 

Site Name: Cordera
Site Number: CO

directors and advisors who have a need to know any of the terms, conditions or other facts with respect to this Lease (other than information that is of public record), including the status thereof, except to the extent that Lessor has, prior to any such disclosure, determined in good faith upon advice of its legal counsel that such disclosure is required by applicable law.

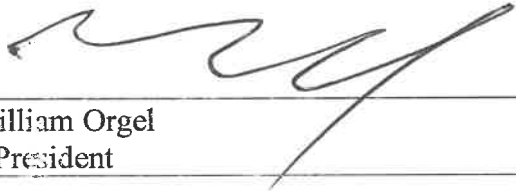
Lessor  Lessee 

Site Name: Cordera
Site Number: CO

WITNESS the execution hereof as of the date first above written.

LESSEE:

TVT II, LLC
495 Tennessee Street, Suite 152
Memphis, TN 38103



William Orgel
Its: President

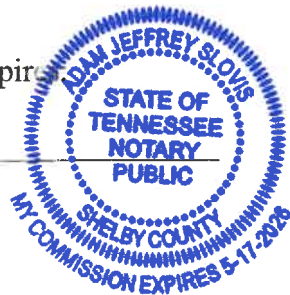
State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT II, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 12th day of December, 2022.


Notary Public

My Commission Expires _____



Lessor Lessee

Site Name: Cordera
Site Number: CO

LESSOR:

By: [Signature]
Paul A. Kinch
Its: Owner

By: [Signature]
Amy L. Kinch
Its: Owner

Acknowledgment by Individual:

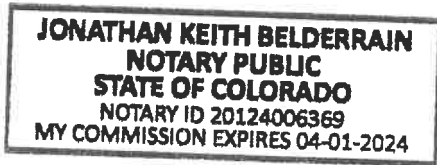
STATE OF Colorado
COUNTY OF El Paso

On this 16 day of November, 2022, before me personally appeared Paul A. Kinch, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 16 day of November, 2022

[Signature]
Notary Public

My Commission Expires: April 1, 2024



Lessor [Signature] Lessee [Signature]

Site Name: Cordera
Site Number: CO

Acknowledgment by Individual:

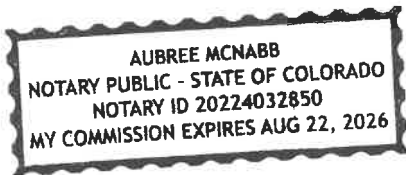
STATE OF Colorado
COUNTY OF El Paso

On this 1st day of December, 2022, before me personally appeared Amy L. Kinch, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 1st day of December, 2022.

Aubree McNabb
Notary Public

My Commission Expires: Aug. 22nd 2026

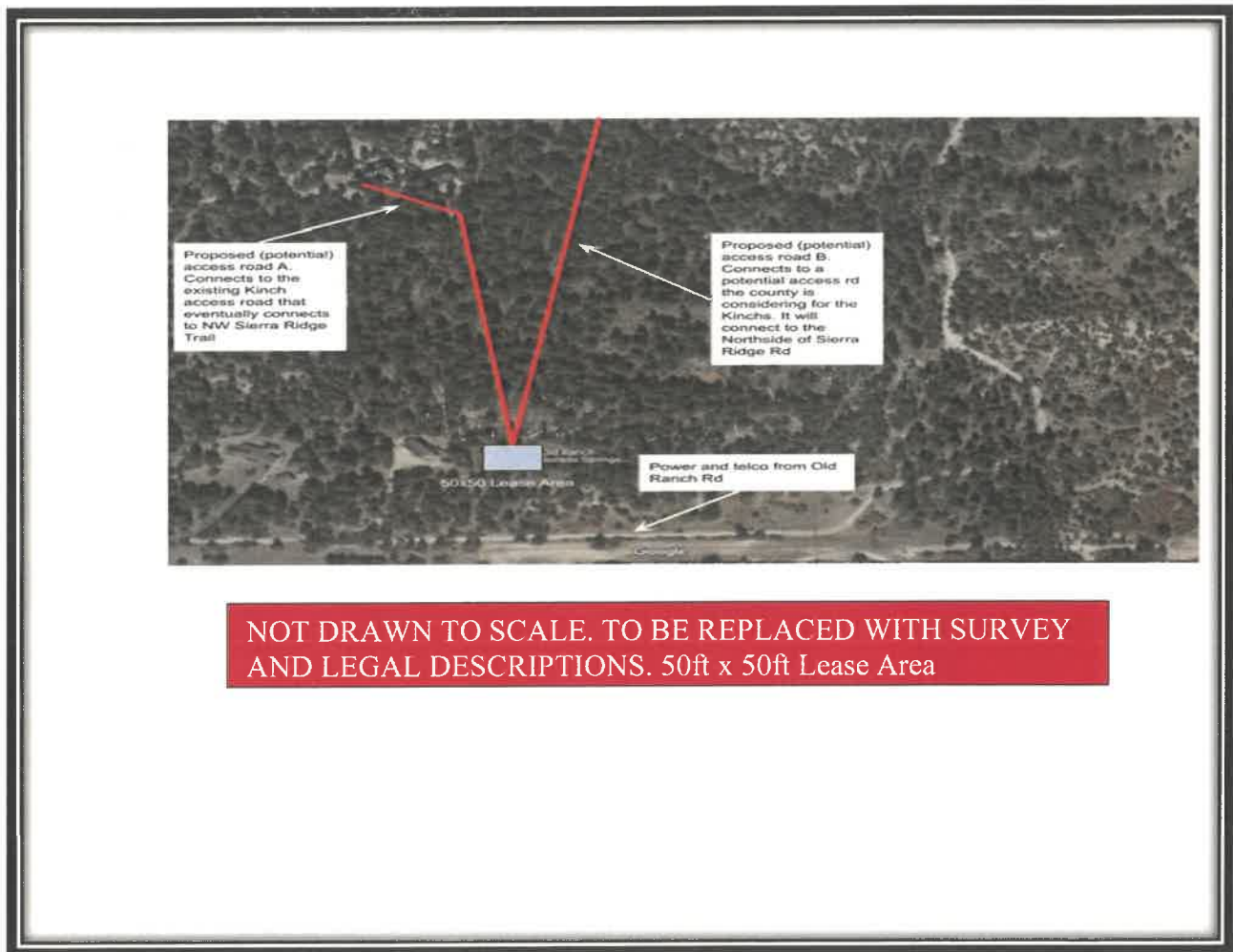


Lessor A Lessee AK

EXHIBIT "A"

The Leased Premises is described and/or depicted as follows:

- A 50' by 50' Tower Lease Area,
- Access and Utility Easements all of which are part of the property located at 10805 Milam RD, Colorado Springs, El Paso County, Colorado.
- A 5' by 5' landscaping easement
- Tax parcel identification number: 6224000011



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Site Name: Cordera
Site Number: CO

This Exhibit, including a description of any easements necessary for Lessee's Intended Use (including utility and access easements) , may be replaced by a legal description from a land survey of the Leased Premises once Lessee receives it.

Setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.

Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



Width of the landscaping easement shall be the width required by the applicable governmental authorities.

Lessor  Lessee 

Site Name: Cordera
Site Number: CO

EXHIBIT "B"
Memorandum

17

Lessor  Lessee 

After Recording Return to:
TVT II, LLC
Attn: Jay Lindy
495 Tennessee Street, Suite 152
Memphis, Tennessee 38103

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT, dated _____, 20__ by and between Paul A. Kinch and Amy L. Kinch (the "Lessor") and TVT II, LLC, a Delaware limited liability company, ("Lessee") covering that certain premises located in the County of El Paso, State of Colorado (the "Premises"), which tower site is more particularly described on Exhibit "A", attached hereto and made a part hereof by reference.

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases the Premises, together with all easements, rights, improvements and appurtenances thereto, to Lessee and Lessee leases the Premises from Lessor for the Terms and subject to the conditions contained in the Option and Land Lease Agreement dated _____, 202_, between Lessor and Lessee (the "Lease").
2. The terms, provisions, covenants, conditions, and agreements set forth in the Lease are incorporated herein as if fully set forth.
3. Lessee has the exclusive right to operate a communications tower on the Premises.
4. The Initial Term of the Lease, once commenced, shall continue for a period of five (5) years. Lessee has the right to extend the Initial Term of the Lease by exercising SIX options of FIVE years each.
5. If Lessor elects, during the Initial Term of any Extension Period, to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease Agreement to that third party, Lessee shall have the right of first refusal to meet the third-party offer of transfer on the same terms and conditions of that offer, excluding those terms which are not imposed in good faith or which are designed to defeat the parties intent hereunder by imposing terms that require LESSEE to share any part or all of Lessee's revenues, of any nature, generated from Lessee's use of the Leased Premises.
6. This Agreement is executed for recording purposes only and is not intended to be a summary of the Lease and is subject to the terms of that the Lease. In the event of conflict between this Agreement and the Lease, the Lease shall control.
7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT as of the day and year first above written.

LESSEE:

TVT II, LLC
495 Tennessee Street, Suite 152
Memphis, TN 38103



William Orgel
Its: President

State of Tennessee
County of Shelby

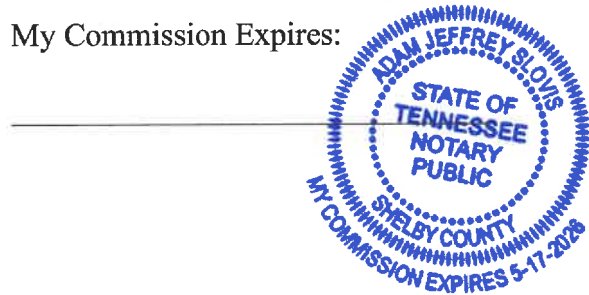
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT II, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 12th day of December, 2022.

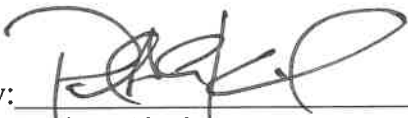


Notary Public

My Commission Expires:



LESSOR:

By: 
Paul A. Kinch
Its: Owner

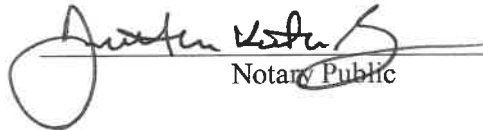
By: 
Amy L. Kinch
Its: Owner

Acknowledgment by Individual:

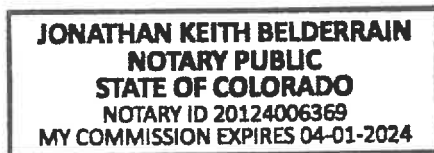
STATE OF Colorado
COUNTY OF El Paso

On this 16 day of November, 2022, before me personally appeared Paul A. Kinch, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 16 day of November, 2022


Notary Public

My Commission Expires: April 1, 2024



Acknowledgment by Individual:

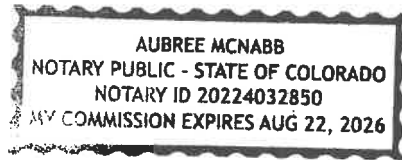
STATE OF Colorado
COUNTY OF El Paso

On this 1st day of December, 2022, before me personally appeared Amy L. Kinch, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 1st day of December, 2022.

Aubree McNabb
Notary Public

My Commission Expires: Aug. 22nd 2026



Site Name: Cordera
Site Number: CO

This Exhibit, including a description of any easements necessary for Lessee's Intended Use (including utility and access easements), may be replaced by a legal description from a land survey of the Leased Premises once Lessee receives it.

Setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.

Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Width of the landscaping easement shall be the width required by the applicable governmental authorities.