Staff Report

Special Use Permit

Case Number SUP #1-26

Location map/Aerial Photograph



Subject Property

Cell Tower Plan Area

Proposed location of cell tower

208 Polychem Ct.

NCPIN 2739715251

N

Summary

Owner

Chakra Gupta LLC

Applicant

Mark Roberts (Harmoni Towers)

Location

208 Polychem Ct.

NC PIN

2739715251

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan, AICP, CZO

Updated May 20, 2026

Applicant's Request:

The applicant is requesting to construct a 145-foot monopole wireless communication tower and associated ground equipment on a 2500 square foot leased portion of the subject property.

Staff Recommendation:
Approval of the request, subject to the conditions in this report.

Planning Board Recommendation:

Public Comment:

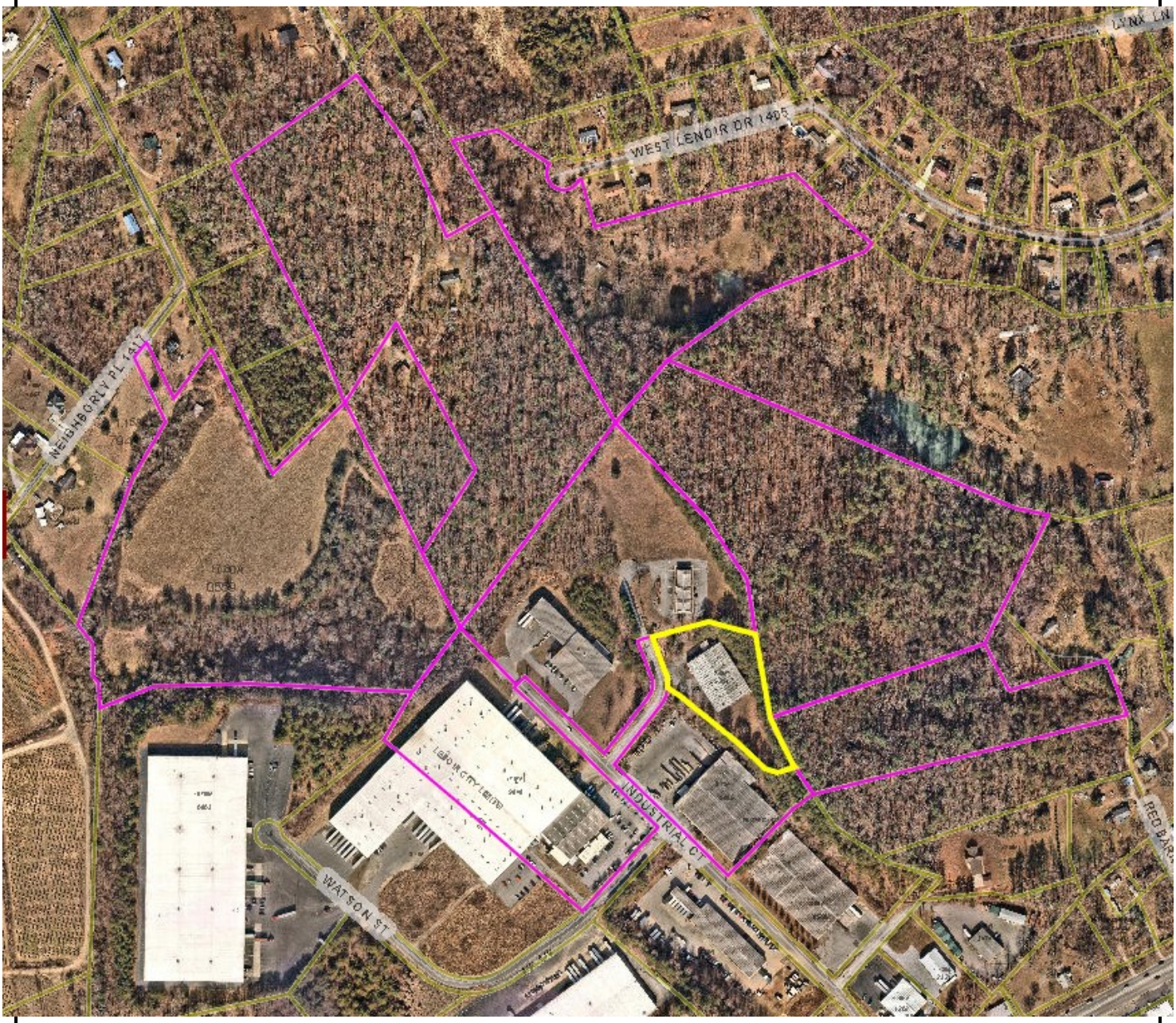
Planning Board Meeting: June 8, 2026. Notices were mailed to property abutting owners of the subject property on May 29, 2026.

City Council (Public Hearing): Anticipated to be scheduled for July 21, 2026.

******This request is considered quasi-judicial. You should not discuss this case with decision makers outside of the scheduled public meeting******

Abutting Property Owner Notices Map

N



BACKGROUND

Intent of Special Use Permits

Special uses are recognized in the zoning ordinance as uses which may be compatible with an area depending on the specific details of the project, its surroundings, and the level of services available to the site, but are not permitted "by right" in the zoning district. The special use permit process gives the City sufficient flexibility to determine whether a specific land use on a given site will be compatible with the environment and the Comprehensive Plan. Through the approval of a Special Use Permit, the Planning Board and City Council may set conditions or use limitations, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will promote the spirit and character of the surrounding neighborhood. The process requires the Planning Board to review and make a recommendation to the City Council on the request. The City Council must then decide whether nor not to issue a Special Use Permit following a quasi-judicial hearing.

Communication Towers

It is the intent of Section 910-912 of the City Code of Ordinances to allow communication towers for mobile telephone services and other radio and television information services, while minimizing adverse visual and operational effects of towers through careful siting, design, and screening; to avoid potential damage to adjacent properties through proper setbacks; and to maximize the use of communication towers and existing structures to reduce the number of towers necessary to provide for the communication needs of Lenoir and surrounding areas.

Communication towers are only allowed with Special Use Permits in the City of Lenoir, and must meet performance standards of Sec 910-912 in addition to those standards common to all special uses. The applicant identifies the standards and the full extent to which they will be adhered in Appendix A (pg. 14).

Subject and Surrounding Properties

The subject property is 2.25 acres and features the operations of the company, Poly Chemical Alloy. The properties owned by the LLC span 12 acres. The subject property is located in the Lenoir Industrial Park, zoned I-1 (Light Industrial), off of Morganton Boulevard and can be accessed via Industrial Court. The property sits toward the end of Polychem Court and is surrounded by light industrial properties to the south and immediate north. Nearby properties in the industrial park are developed with warehouses and showrooms, with businesses like Bemis Manufacturing, and the UPS Distribution facility. To the east and west are large wooded tracts of land that are residentially zoned (R-R Rural Residential and R-20 single-family residential.

Intent of the Zoning District

I - 1 (Light Industrial) District is established to provide regulations for the development of areas generally devoted to light manufacturing, processing and assembly uses, warehousing, retail storage and other compatible uses that are limited in noise, obnoxious odors, with little to no adverse effects on adjacent areas. Some mixture of retail, wholesale, and industrial development may occur in this district, but residential uses are prohibited.

Compliance with the City of Lenoir Zoning Code

Harmoni Towers Gateway, LLC proposes a new 145-foot monopole wireless communication tower with associated equipment structures pursuant to Sections 712, 900, 910, 912 and 1302.2 of the City of Lenoir Zoning Ordinance. The proposed tower is located on property owned by Chakra Gupta LLC. The property will be accessed via Polychem Court and the cell tower will be located on the southeastern side of the subject property. The applicant will adhere to restrictions pertaining to tower height, distance from other cell towers (1320 feet), and distance from neighboring structures. See page 8 which shows setbacks on the site plan and page 9 for an aerial view of the site clarifying what the tower and compound will look like with respect to buildings and vegetation.

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan addresses communication towers by encouraging

STAFF ANALYSIS

co-location on existing facilities. In this case, there are not sufficient existing facilities to locate the proposed equipment, but the monopole design meets the intent of this policy to limit/mitigate the visual dominance of these structures. Additionally, the comprehensive plan calls for a bond to be posted to facilitate tower removal upon use cessation, which has been provided.

Compatibility with Surrounding Uses

The surrounding areas are zoned R-R (rural residential), R-12, R-20 (single-family residential), and I-1 (light industrial. Although adjacent tracts are zoned for residential use, the steep topography and heavily forested nature make future development unlikely. Any consideration of its potential use should acknowledge surrounding industrial development patterns, including the possibility of a new communications tower. See photo below of undeveloped residential tracts

The traffic to the tower will be minimal due to the fact that this will be an unmanned tower. There will be on average one employee checking the tower and operations approximately one time per month. The proposed tower will have a small footprint and will have the least amount of impact to the surrounding community due to its location.

Vehicular Flow, Site Design & Parking

As shown on the attached site plans (pages 8-9), there is a proposed access easement between the property Owner and the applicant. Verizon will have access to the property for monthly visits to maintain tower services. Little to no impact is proposed to the site due to the communication tower being unmanned. The tower will allow a twenty foot by a sixty foot parking and turnaround area at the base of the antenna. Vehicles will be able to access the property from Polychem Ct There will be a gate that restricts access to permitted workers, as well as a security fence separating the tower from other structures and areas of the property.

Private Property Justification

Section 910.3 in city ordinance requires that the applicant explore the suitability of publicly owned land. After a study was conducted, Harmoni Towers does not believe that any surrounding public properties within a quarter-mile of the proposed site would be suitable for the communication tower to be effective in its services.

Architecture

The proposed tower will be a monopole with all antennas and associated equipment to be located outside the pole. The proposed tower will be 145 feet in height. There will not be any other building associated with the Wireless Telecommunications Facility. The facility will be screened from adjacent properties by existing dense vegetation. The existing vegetative buffer will fulfill the required landscaping, in lieu of a newly planted buffer. However, if existing vegetation is damaged, the buffer must be replanted in accordance with Sec. 712 Buffering and Screening standards. The proposed telecommunications tower will also be surrounded by a fence eight feet in height that is secured by a gate.



Above: Site map with 30' vegetation shown, as well as 5' contours on abutting residential tracts

Setbacks

As shown in the aerial plan on page 8, the proposed facility will be set back from property lines greater than 50% of the proposed towers height, as required by section 912. The setback would therefore need to be 72.5 feet; the actual proposed setback is a minimum of 73 feet from any building or

FINDINGS

No Special Use Permit shall be approved unless the Planning Board and City Council find that:

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The Tower Facility will comply with all height, yard, lot and area requirements as shown on the attached site plan, specifically the tower height and setback requirements of Sections 910.12 and 911.1. The proposed tower will be 145 feet tall, which is less than the maximum height of 165 feet prescribed by the ordinance. The tower will be setback at least 73.1' from adjacent property lines and 78.7' from the PolyChem Alloy building, which meets the required minimum of 50% of its height as from adjacent property lines and buildings.*

2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *The driveway to the tower will be a gravel driveway within a 30' access easement off of the existing parking lot at the PolyChem Alloy property. The tower will generate an average of one vehicle trip per month for maintenance via the existing driveway off Polychem Court. The driveway design will facilitate proper ingress and egress for authorized service vehicles.*

3. Off-street parking and loading areas will be provided in compliance with Section 1000 and off-street loading will be provided in compliance with Section 1001 of Lenoir's Zoning Ordinance*. The Tower Facility is a passive, unoccupied use which will only generate an average of one vehicle trip per month for maintenance via the existing driveway off Polychem Court. The monthly maintenance visit will not impact local streets or traffic. Aside from the proposed gravel driveway for the tower, there will be no off-street parking or off-street loading associated with the Tower Facility.*

4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The Tower Facility is a passive, unoccupied use with limited impacts to uses already developed in the district. The only interaction with surrounding properties is providing reliable wireless telecommunication services in the area.*

5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *The Tower Facility will be screened by the existing mature trees and vegetation surrounding the property. If the existing buffer is damaged, a new buffer meeting the Sec. 712 Buffer and Screening standards will be required.*

6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *The Tower Facility will have minimal signage. Signs are typically affixed to the gate of the compound and provide site identification, emergency call numbers and other information as required by the FCC. The Tower Facility will be designed in compliance with the City's requirements for exterior lighting. Exterior lighting will be limited to the minimum necessary for safe operation.*

7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already in construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *The buildings associated with the Tower Facility are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a pre-fabricated construction trailer or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area. The Tower Facility will not cause a substantial depreciation in the property values in the immediate vicinity.*

8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *Industrial properties are located to the north, west and south and undeveloped wooded properties to the east. Its only interaction with surrounding properties is providing reliable wireless telecommunication services in the area. There are no activities associated with the site that will produce odor, vibration, heat, glare or traffic. All equipment and materials needed to operate the site will be located within the proposed fenced area at the base of the support structure. The only noise gener-*

STANDARDS

ating equipment is the emergency back-up generator which will be limited to emergency purposes and occasional testing. The emergency generator is vital to provide service during power outages when communication is needed most.

Additionally, the following standards must be met to grant approval of a SUP for a communications tower. Staff has reviewed the application and found it to be in compliance with all of the following standards. A detailed analysis has been provided by the applicant in Appendix A.

☑ The proposed tower will comply with Federal Communications Commission (FCC) standards for radio frequency emissions. **See Appendix A, Exhibit 1.**

☑ The applicant has provided certificates of insurance demonstrating a minimum of $1,000,000 in general liability insurance covering any liability arising out of its construction or operation of the communication facility. **See Appendix A, Exhibit 2.**

☑ The applicant considered properties owned by the City of Lenoir or other government entity before considering private properties as locations for communication towers, and has provided justification that explains why the pubic properties are not suitable and what alternatives were considered. **See Appendix A, Exhibit 1.**

☑ The application included a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. **See Appendix B**

☑ The applicant has executed a facility maintenance/removal agreement, which shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of Section 910.4. **See Appendix B**

☑ The applicant has posted a $10,000 cash bond, or other security satisfactory to the City, to secure costs of removing all above ground portions of a communication tower (not including any part of the foundation) in the event the applicant fails to do so within ninety (90) days of cessation of operation of the facility. See Appendix A Exhibit 3.

☑ No electric transmission tower is located within a ¼ mile radius laterally of the proposed telecommunications tower site, or an electric transmission tower is located within ¼ mile but road access and necessary utilities cannot be obtained to service the existing electric transmission tower to accommodate the communication facilities, or the electric utility owning the electric transmission tower is unwilling to allow its use for communication facilities, or the planned equipment would exceed the structural capacity of the existing electrical transmission tower. **See Appendix A, Exhibit 1.**

☑ The tower is a monopole design and has been engineered and constructed to permit the co-location of at least two additional users. **See page 8-10 of this report.**

☑ The tower does not exceed a height of 165 feet, which is measured from base of tower to top of tower. **See page 10 of this report.**

☑ The base of the tower is surrounded by a fence or wall at least eight feet (8') in height unless the tower co-locates on a structure that makes such fence or wall impractical. The fence/walls is screened accordance with Section 712 (Buffering and Screening) of the Lenoir Zoning Ordinance.

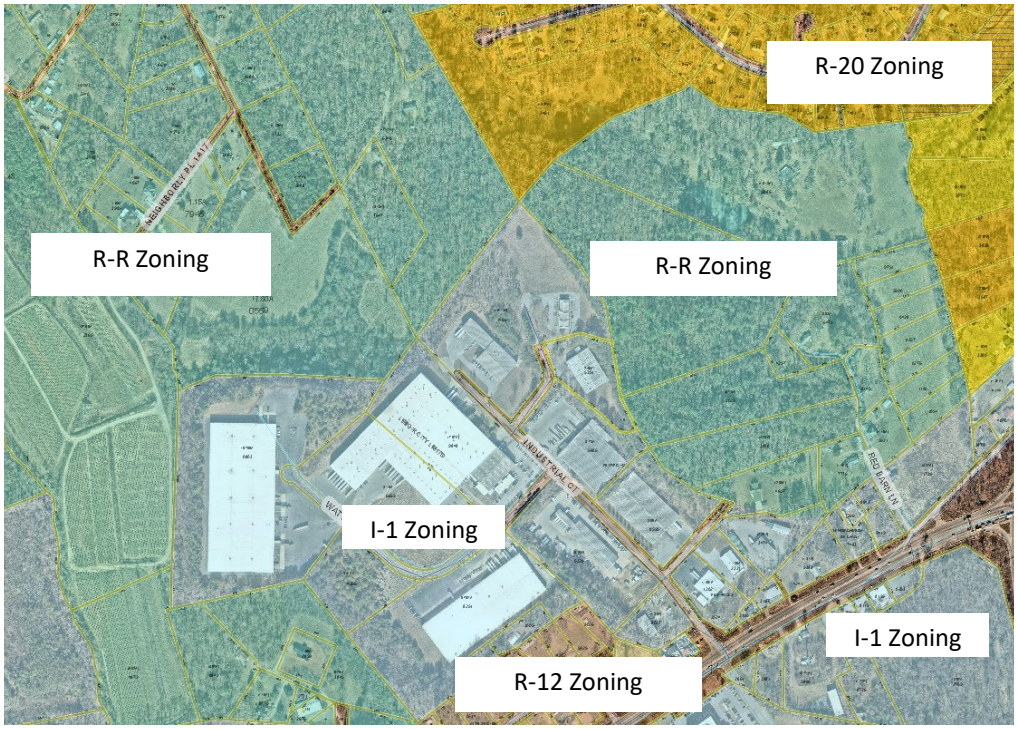
STAFF RECOMMENDATIONS

Staff recommends approval of the requested Special Use Permit for the proposed 165-foot tall monopole design communication tower, with the following conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a mono-pole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.
3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.
7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

PLANNING BOARD RECOMMENDATIONS

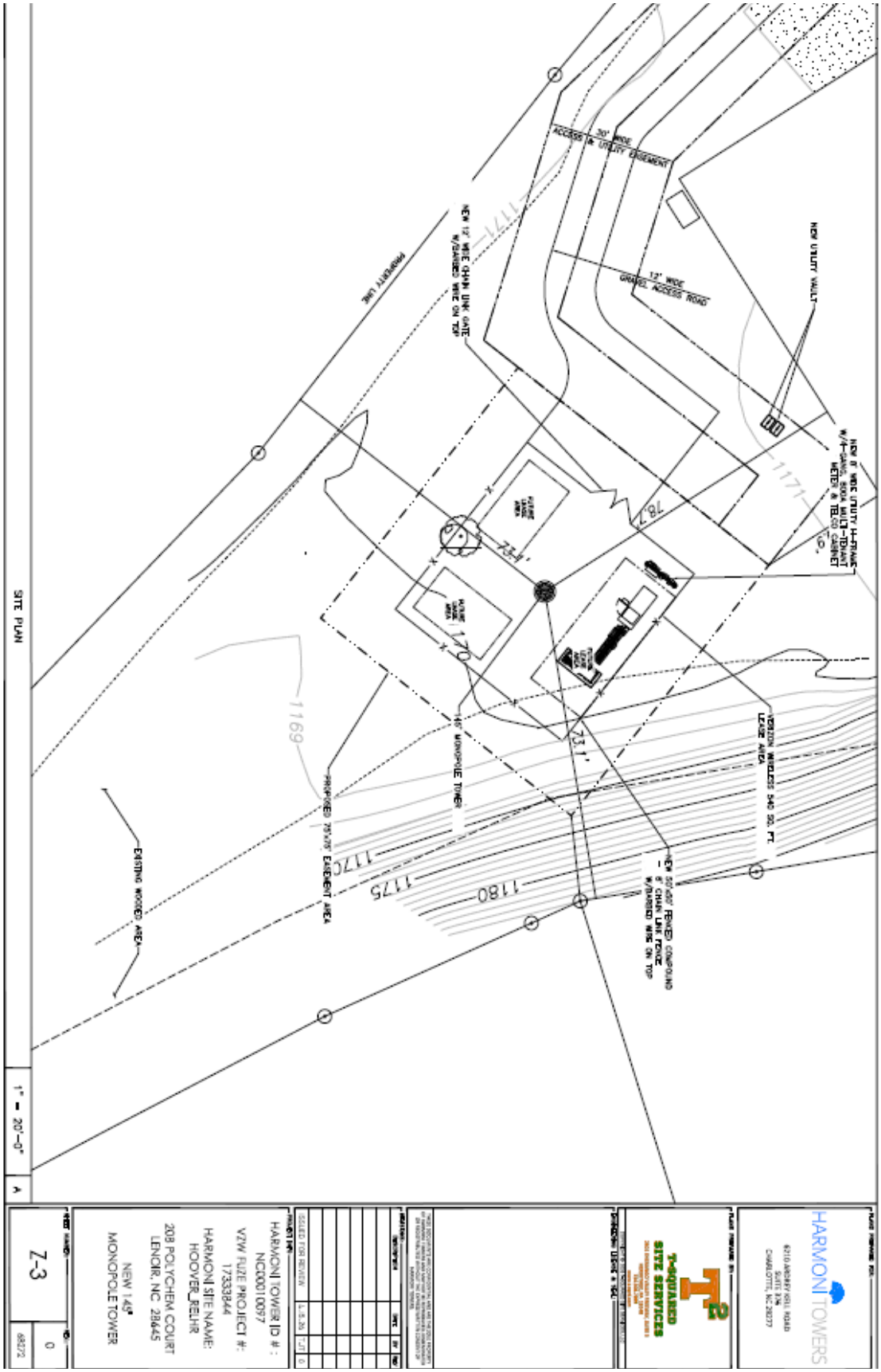
Zoning Map



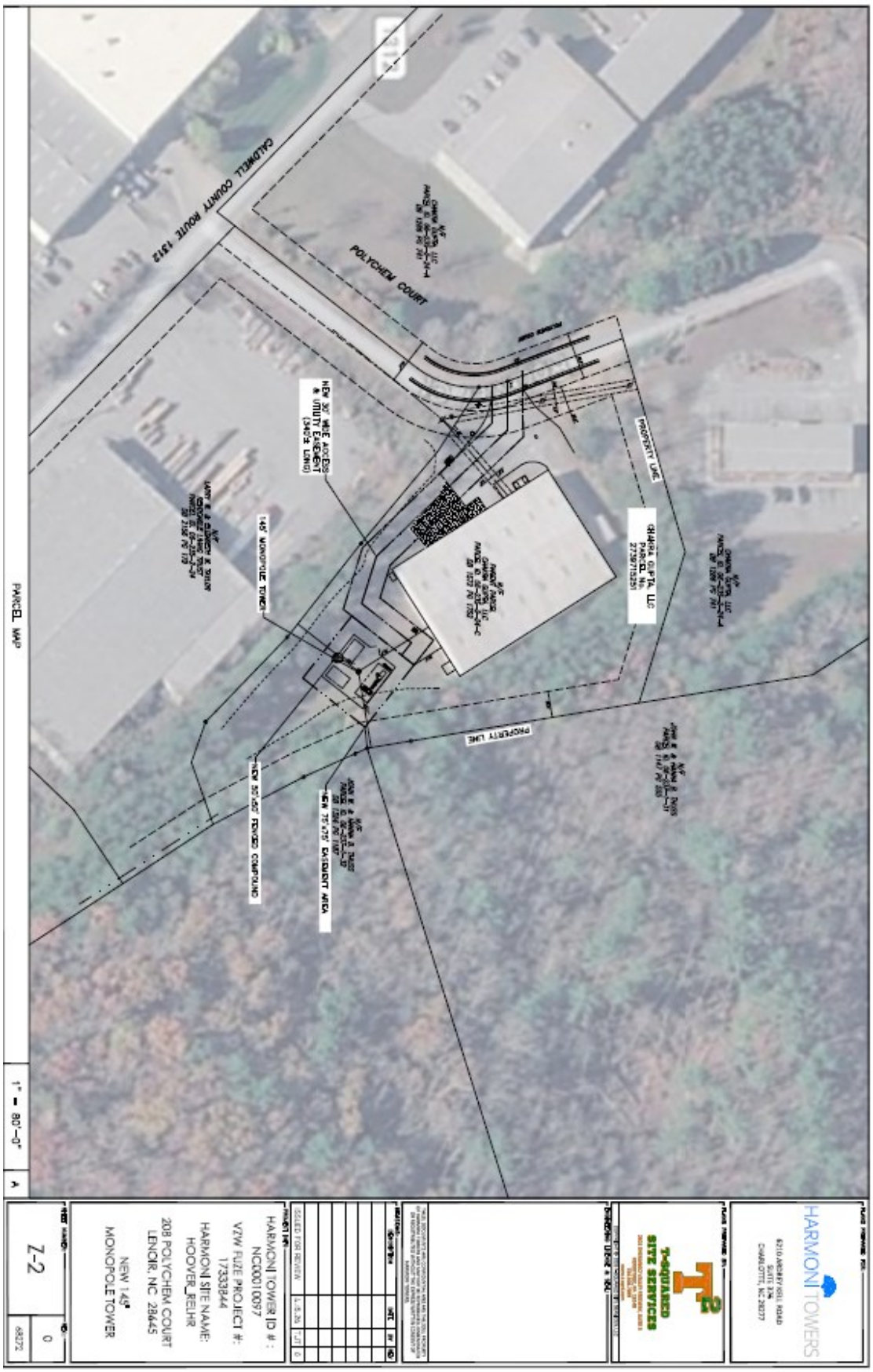
Development Standards in I-1 Zoning District					
	Minimum Lot Size	**Minimum Lot Width**	**Setbacks**	**Maximum Building Height**	**Uses**
I-1 Zoning	None	None	Front: 25' from ROW Side: 0' Rear: 0' Note: setbacks for communication towers are 50% of tower height	65 ft. (1)	Wide range of commercial, retail, and professional services; See Sec. 600 and Sec. 810 for full list)

1. Section 706 allows exceptions to this height limitation for facilities like communication towers. Max Height for communication towers is 165 feet, per section 910.12 of ordinance.

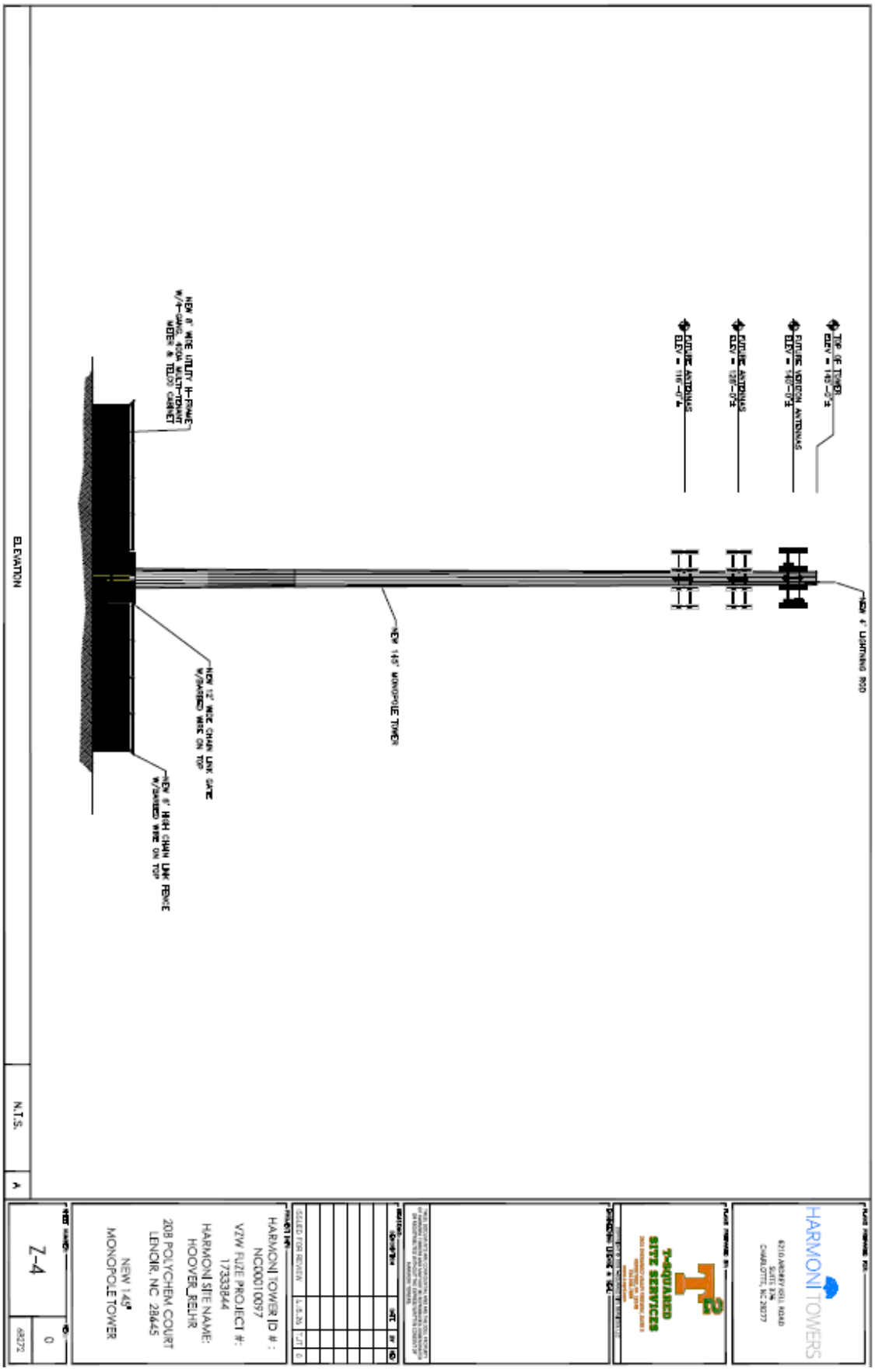
Overall Site Plan (Showing Setbacks)



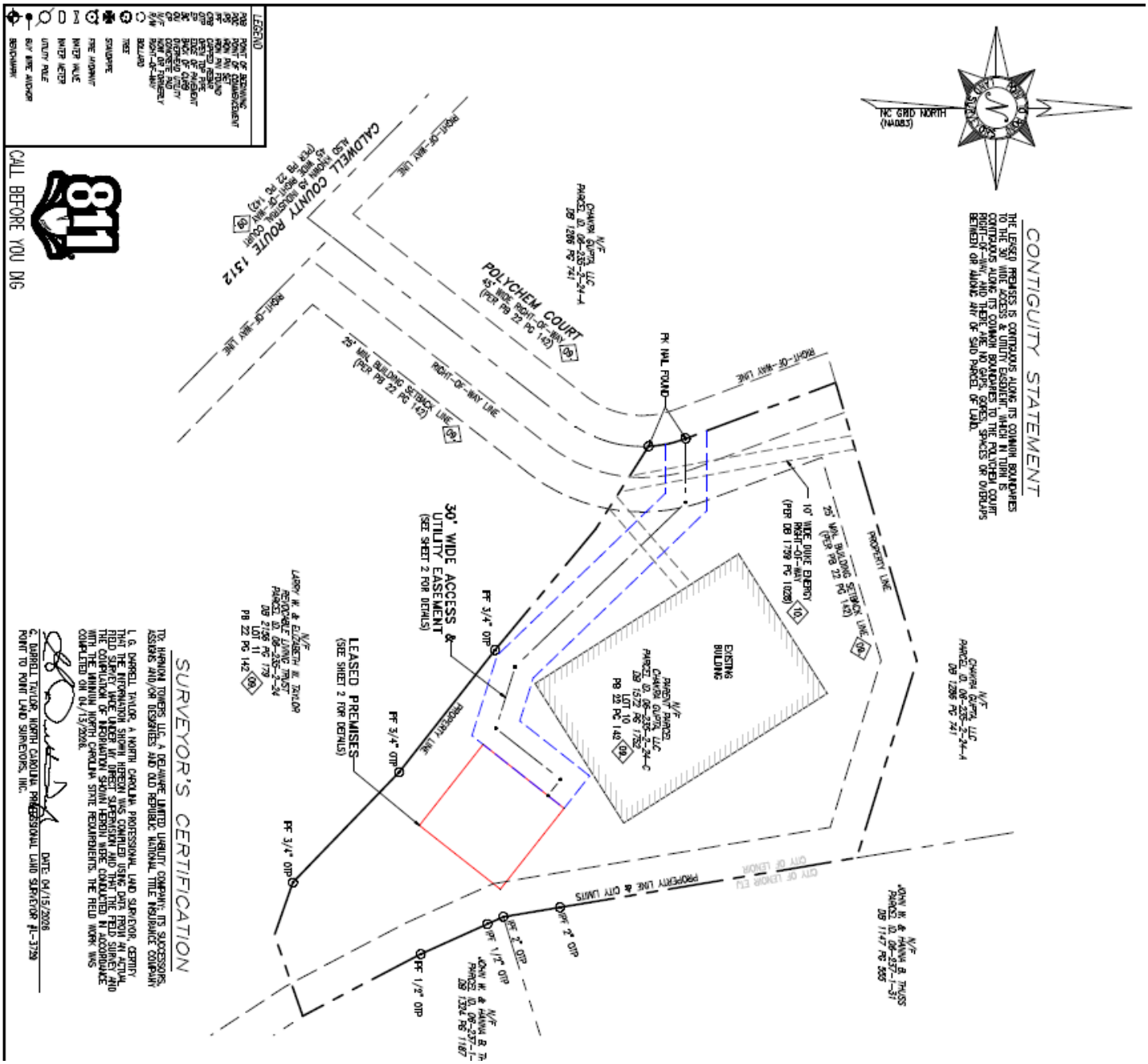
OVERALL AERIAL PLAN



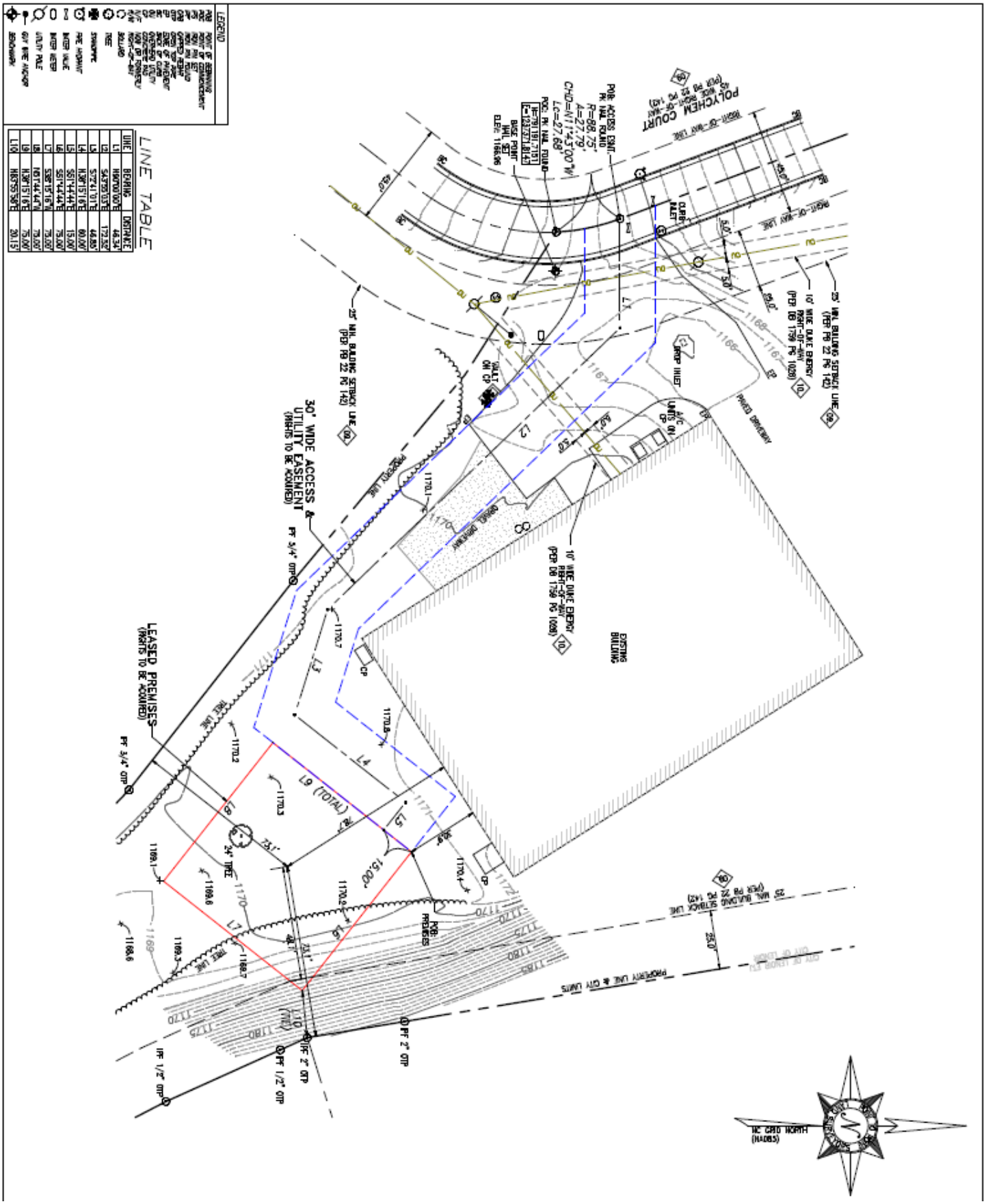
TOWER ELEVATION



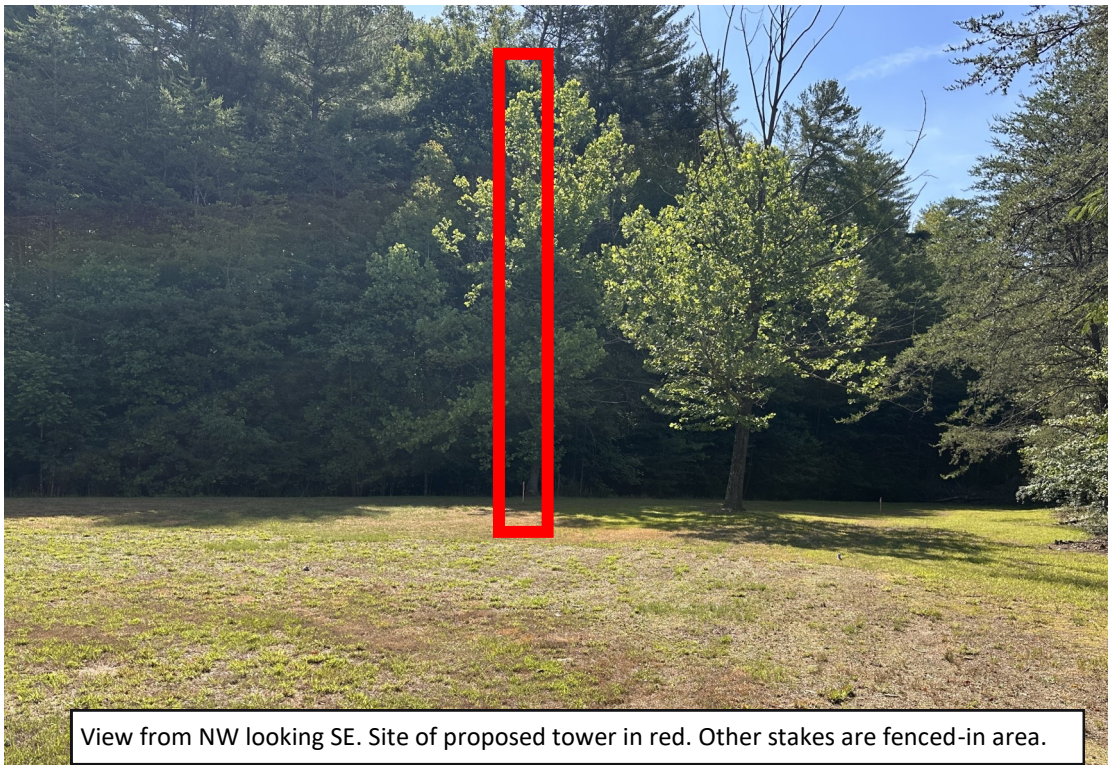
PARENT PARCEL PLAN



Site Information Plan (Leased Area)



EXISTING SITE PHOTO



View from NW looking SE. Site of proposed tower in red. Other stakes are fenced-in area.



View from SE looking NE

APPENDIX A: EXHIBIT 1, APPLICANT'S RESPONSE TO SUP STANDARDS

Response to the Wireless Communications Tower Development Standards

The following paragraphs are in response to the specific performance standards for special use permit applications for communication towers in Appendix A, Section 910.

910.1 *Communication towers shall at all times comply with Federal Communications Commission (FCC) standards for radio frequency emissions.*

Response: Harmoni will comply with FCC standards for radio frequency emissions.

910.2 *Prior to the issuance of a Special Use Permit, the applicant shall be required to provide certificates of insurance demonstrating it has a minimum of $1,000,000 in general liability insurance covering any liability arising out of its construction or operation of the communication facility. The applicant shall be required to maintain such coverage in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of its Maintenance & Removal Agreement have been satisfied.*

Response: Harmoni will comply with the insurance requirements of the Special Use Permit.

910.3 *Applicants shall first consider properties owned by the City of Lenoir or other government entity before considering private properties as locations for communication towers. The Planning Department will provide an inventory of City-owned properties. Public properties shall be subject to the same restrictions as private properties. If suitable public properties cannot be located, justification shall be provided which clearly explains why the public properties are not suitable and what alternatives were considered.*

Response: Harmoni must consider a variety of technical, operational, and coverage-related criteria in evaluating potential tower locations. Using the same distance criteria established under Section 910.8 of the City of Lenoir Code, there are no publicly owned properties, including any owned by the City or other government entities, within one quarter mile of the proposed Tower Facility which would be suitable alternatives for the current proposed Location.

APPENDIX A: EXHIBIT 1

910.4 *An application for a Special Use Permit shall be accompanied by a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. In addition, each applicant for a communication tower shall execute a facility maintenance/removal agreement prior to issuance of the Special Use Permit. Said agreement shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of this Ordinance and any conditions of approval. It shall further bind them to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse the City for all costs incurred to perform any work required of the applicant by the agreement that the applicant fails to perform. Such costs shall include, but not be limited to, administrative and job supervision costs. It shall also specifically authorize the City and/or its agents to enter onto the property and undertake said work so long as the City has first provided the applicant the following written notices at the applicant's last known address:*

A. An initial compliance request identifying the work needed to comply with the agreement and providing the applicant at least thirty (30) days to complete the work; and

B. A follow-up notice of default specifying the applicant's failure to comply with the work within the time period specified and indicating the City's intent to commence the required work within ten (10) days.

C. All portions of abandoned or unused communication towers located above ground that are not removed within ninety (90) days of the cessation of operations, the facility may be removed as provided in the applicant's Maintenance/Removal Agreement by the City and the costs of removal recovered from the applicant's bond or other security.

Response: A redacted copy of Harmoni's lease with the property owner is attached as Exhibit 2. Harmoni agrees to enter into a mutually acceptable facility maintenance/removal agreement as a condition of the Special Use permit. A copy of a DRAFT License Agreement between Harmoni and the City is attached as Exhibit 3.

910.5 *Any communication tower in existence on the date of enactment of this Ordinance which does not comply in all respects with these provisions shall be deemed a nonconforming use. In the event such facility shall be destroyed, or suffer damage in excess of 50% of the tax value of the facility's improvements, such facility shall not be repaired or replaced and shall be removed unless any replacement facility complies in all respects with the provisions of this Ordinance. Except in the case of destruction or damage in excess of 50% of the tax value of the facility's improvements, technological upgrades of electronics and antennas are permitted, consistent with this Ordinance.*

Response: This application is for a new tower facility and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

910.6 *Applications shall require payment of a nonrefundable $2500 fee. This fee may be reduced to $1000 when applicant is utilizing existing publicly- owned structures or land.*

Response: A check in the amount of $2,500 is attached with this application.

910.7 *An applicant for a Special Use Permit for a communication tower that includes a new or additional tower or increase in tower height, shall be required to post a $10,000 cash bond, or other security satisfactory to the City, to secure costs of removing all above ground portions of a communication tower (not including any part of the foundation) in the event the applicant shall fail to do so within ninety (90) days of cessation of operation of the facility. The applicant shall be required to continue such bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.*

Response: Harmoni will comply with the bonding requirements of the Special Use Permit.

910.8 *No communication tower shall be approved if an electric transmission tower is located within a one quarter mile radius (1320 feet) laterally of the proposed telecommunications tower site and if road access and necessary utilities can be obtained within a one quarter mile radius (1320 feet) of the existing electric transmission tower, unless the applicant can demonstrate that sufficient easements or other interests in real property cannot be obtained to accommodate the communication facilities, or that the electric utility owning the electric transmission tower is unwilling to allow its use for communication facilities, or if the planned equipment would exceed the structural capacity of the existing electrical transmission tower.*

Response: There are no electric transmission towers located within a one quarter mile radius of the proposed tower site.

910.9 *Electric transmission towers less than one hundred ten (110) feet in height may be replaced by metal electric transmission towers up to one hundred ten (110) feet in height. Such replacement shall be at the discretion of the electric utility which owns or operates the electric transmission tower, taking into account safety, service disruptions, structural capacity and structure life or duty cycle. For purposes of this Section, such replacement electric transmission tower shall be deemed to be an existing structure.*

Response: This application is for a new tower facility and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

910.10 *The tower shall be of a monopole design, engineered and constructed to permit the co-location of at least three additional users.*

Response: As shown in Sheet Z-4, the tower will be a monopole design and will accommodate up to three (3) users.

910.11 *The exterior appearance of all buildings associated with the tower shall be similar to residences in the general area.*

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and there are no residences in the immediate area. The buildings associated with the tower are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a small pre-fabricated building or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area.

910.12 *No tower shall exceed the height of 165 feet, which is measured from base of tower to top of tower.*

Response: The tower will be 145 feet tall, as measured from the base of the tower to the top of tower and therefore complies with this standard.

910.13 *The City Council may require that the applicant apply to the Federal Aviation Administration (FAA) for compliance with FAA standards for a dual lighting system rather than a red and white marking pattern, when such marking pattern is determined to be aesthetically blighting due to the visibility of the tower.*

Response: Harmoni will comply with FAA lighting requirements

910.14 *The base of the tower shall be surrounded by a fence or wall at least eight feet (8') in height unless the tower co-locates on a structure that makes such fence or wall impractical, as determined by the City. Such fences or walls shall be screened in accordance with Section 712 (Buffering and Screening) of this Ordinance.*

Response: As shown in Sheet Z-4, the Tower Facility will be enclosed with an 8-foot fence in conformance with this standard.

910.15 *No advertising logo or signage is permitted on any tower or antenna.*

Response: The Tower Facility will have minimal signage, which is typically affixed to the gate of the compound and provides site identification, emergency call numbers and other information as required by the FCC. No advertising signage will be installed.

APPENDIX A: EXHIBIT 1

910.16 *The City Council may require any other conditions, such as tower height or appearance, to mitigate the impact of the tower on adjacent properties and land uses.*

Response: The proposed Tower Facility will be a monopole design, in conformance with Section 910.10 and at 145-feet, will be less than the maximum height permitted by Section 910.12. The site is located in an Industrial zoning district, surrounded by industrial uses and buffered from adjacent residential districts by topography and naturally occurring woodland. Harmoni believes that this site will have minimal negative impact on surrounding properties and land uses, while providing improved telecommunications services to the area.

910.17 *Modifications to existing communication towers that are otherwise consistent with this ordinance and do not substantially change existing towers shall be allowed to be permitted administratively without requiring additional review as a Special Use when the Planning Director finds that the modifications:*

A. Do not increase the height of the tower by more than 10 percent;
B. Will not extend more than 20 ft. from the tower;
C. Will add no more than one equipment shelter or four equipment cabinets;
D. Will not involve excavation outside the tower site or existing utility or access easements; and
E. Do not exceed the maximum permitted height of 165 ft. for communication towers. Modifications that do not meet the above standards may be allowed, but require review and approval as a Special Use and must meet all standards for such uses.

Response: This application is for a new tower facility and therefore this Standard does not apply.

911 Communication towers in residential zoning districts:

911.1 The tower shall be setback from any property line or structure not associated with the tower by a distance of not less than 200 feet, unless the Planning Board and City Council find that due to existing topography, vegetation, adjacent commercial or industrial development, or technical practicality, a lesser setback would still be harmonious with the surrounding area and meet the intent of this Ordinance. In no case shall the setback be less than 50% of the height of the tower, and towers must be designed to collapse within a radius of half the tower height. In no case shall a tower be approved that is located within 200 ft. of any off-site residential structure.

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and therefore this Standard does not apply.

911.2 Buildings associated with communication towers located in residential zoning districts may not be used as an employment center for any worker. This provision does not prohibit periodic maintenance or monitoring of equipment and instruments. Such buildings shall have brick veneer and a pitched roof.

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

912 Communication towers located in non-residential zoning districts (excluding B-5, B-6 & B-7):

912.1 *The tower shall be setback from any property line or structure not associated with the tower by a distance not less than 50% of the tower's height.*

Response: The monopole tower will be 145 feet tall, which requires a minimum setback of 72.5 feet from the adjacent property lines and structures. As shown on Sheet 2 of the attached drawings, the tower will be located 73 feet from the north and south property lines and 78 feet from the existing Polychem Alloy building on the property.

912.2 *The exterior appearance of all buildings associated with the tower shall be compatible with structures in the general area.*

Response: The buildings associated with the tower are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a small pre-fabricated building or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area.

APPENDIX A: EXHIBIT 2

Client#: 2209128 140PALISCOM

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McGriff, a MMA LLC Company 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mcg.coi@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Insurance Company	22292
INSURED Harmoni Towers Gateway LLC 6210 Ardrey Kell Road Suite 375 Charlotte, NC 28277	INSURER B : The Continental Insurance Company	35289
	INSURER C : Allmerica Financial Benefits	41840
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ZHQH39487607	12/02/2025	12/02/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X		AWQJ29289103	12/02/2025	12/02/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X		UHQH39506406	12/02/2025	12/02/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
B	DED X RETENTION $0	X		7036404314	12/02/2025	12/02/2026	Ea Occ/Agg	$16,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL NAMED INSUREDS

Alpha Towers HoldCo III LLC
Alpha Towers PropCo III LLC
Harmoni Completed Towers, LLC
Harmoni Network Services, LLC
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Lenoir Attn: City Hall 801 West Avenue NW Lenoir, NC 28645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsha K. Stark

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DESCRIPTIONS (Continued from Page 1)

Harmoni Towers Assetco II, LLC
Harmoni Towers Assetco, LLC
Harmoni Towers Development Company Holdings I, LLC
Harmoni Towers Development Company Holdings II, LLC
Harmoni Towers Development Company, LLC
Harmoni Towers Gateway LLC
Harmoni Towers Holdings, LLC
Harmoni Towers Infrastructure, LLC
Harmoni Towers Management, LLC
Harmoni Towers, L.P.

APPENDIX A: EXHIBIT 3, CASH BOND

To be provided

APPENDIX B LEASE, MAINTENANCE, AND REMOVAL AGREEMENT

***** Lease agreement and maintenance/removal agreement continue on following pages*****

Site ID: NC00010097
Site Name: HOOVER

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement or Lease**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Chakra Gupta, LLC, a North Carolina limited liability company, having a mailing address of [redacted] ("**Landlord**") and Harmoni Towers Gateway LLC, a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 ("**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 208 Polychem Court, in the City of Lenoir, County of Caldwell, State of North 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. LEASE.

(a) Landlord grants to Tenant and Tenant hereby leases from Landlord under the terms and conditions set forth herein a certain portion of the Property containing approximately 5,625 square feet 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, together with an easement, or easements, for and any access/ingress, egress, utilities, fiber, easements, guy wire/anchor easements and/or utility easements and any other easements required by the local governing authorities, including, without limitation, a landscape buffer or "Fall Zone" (if applicable), for the duration of the lease on the property which is more particularly, (the "**Easements**"), for the placement of a Communication Facility, collectively all as described on attached **Exhibit 1** attached hereto and made a part hereof. The Easement rights herein granted include the right and authority of Tenant to grant or assign to third parties all or some of the easement rights granted to the Tenant herein without additional consideration paid to Landlord.

(b) During the Due Diligence Period 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, 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 Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Any such Tests as referenced herein shall not be deemed 'commencement of construction' for purposes of establishing the Rent Commencement Date (as hereinafter defined).

(c) Within thirty (30) business days following the Effective Date, Tenant shall pay the Landlord the sum of [redacted] the "Due Diligence Fee") which Due Diligence shall be nonrefundable to Tenant, except in the event that this Agreement is terminated by Tenant prior to the Rent Commencement Date due to a default by Landlord. The term of the due diligence period shall be for three (3) year period commencing on the Effective Date (the "**Due Diligence Period**").

(d) Provided that construction of the Communication Facility (as hereinafter defined) has not commenced, it is understood that Tenant shall have the right to terminate this Agreement during the Due Diligence Period for any reason or no reason at all, without any further liability or obligation to Landlord except those obligations which specifically survive the expiration or termination of this Agreement, by delivery of written notice of termination to Landlord prior to the Rent Commencement Date.

(e) If during the Due Diligence Period or the Term, 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 Due Diligence Period or the Term, 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.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals 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 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 ninety (90) calendar 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 shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, 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) or relocate the Communication Facility 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 five (5) years (the "**Initial Term**"), commencing on the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) 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 by giving to the other party 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 the 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 Rent Commencement Date as defined below, Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [redacted] (the "**Rent**"), which shall be deemed to include any applicable [redacted] at the address set forth above or by electronic funds transfer. 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 subject to the provisions of Section 24(k). The "**Rent Commencement Date**" shall mean the first day of the month following the date the Tenant commences construction of the Communication Facility; provided, however, in the event that Tenant has not commenced construction of the Communication Facility by the expiration of the Due Diligence Period, this Agreement shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Agreement.

(b) The Rent will increase annually by [redacted] over the Rent paid during the previous year, effective the first day of the month in which the anniversary of the Rent Commencement Date occurs.

(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.

(d) Landlord will agree that all payments due to Landlord from Tenant will be made by electronic funds transfer ("EFT"). Any cause for delay of payment to the Landlord from the Tenant due to the Landlord's change of financial institution or account as provided on the Direct Deposit form or the financial institution's actions or lack of action will not be considered a delay in or lack of payment by the Tenant. As a condition precedent to any payment, Landlord agrees to provide Tenant with completed payment forms, or the 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.

5. APPROVALS.

(a) Attorney-In-Fact and Cooperation. 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 hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file such applications on behalf of Landlord with federal, state and local governmental authorities which relate to Tenant's Intended Use of the Property, including, but not limited to, land use and zoning applications. Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Property (the "Governmental Approval").

(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. Any and all testing during the Due Diligence Period will not constitute construction for the purposes of the Rent Commencement.

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 title 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 no 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 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 [redacted] Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

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.

(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, other than those liens and encumbrances shown on **Exhibit 2**; (iii) as long as Tenant is not in default beyond any applicable cure period then 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,

(c) Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Landlord which may now or hereafter encumber the Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Tenant agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Tenant shall have the right to continue its use and occupancy of the Premises and Easement(s) in accordance with the provisions of this Lease as long as Tenant is not in default of this Lease beyond applicable notice and cure periods. Tenant shall

execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. Landlord represents and warrants that it has not granted any mortgage, deed of trust, or other security instrument encumbering the Property at any time after the Effective Date of this Agreement. Landlord further covenants not to grant any mortgage, deed of trust, or other security interest, or any interest whatsoever affecting the Site, the Leased Premises, or the Easements at any time between the Effective Date and the recordation date of the Memorandum of Lease.

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 Rent Commencement 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 or fiber serving the Premises. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant 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. 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 5**; 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, [redacted]er day until Landlord provides Access to the Premises pursuant to the terms of this Section. Landlord acknowledges and agrees Tenant may take a credit against any future payments of Rent, without notification to Landlord, of the amount of such liquidated damages. 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 and fiber on the Property and the Premises, at Tenant's expense and discretion of such utility and/or fiber provider, and to improve present utilities and/or fiber on the Property and the Premises. on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility, fiber or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, and conduits, associated equipment cabinets, and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable 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 receipt of 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 sixty (60) days after receipt of 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 sixty (60) 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.

(b) Tenant's lessee(s), licensee(s) and subtenant(s) shall be entitled to modify the Communication Facilities and to erect additional improvements on the Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Premises and the right to install utilities and fiber to and on the Premises as if said lessee, licensee or subtenant were the Tenant under this Agreement.

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: Harmoni Towers Gateway LLC
Attn: Real Estate
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277
REAdmin@harmonitowers.com

cc:

Harmoni Towers Gateway LLC
Attn: General Counsel
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277

For Emergencies: NOC@harmonitowers.com 800-821-5825

If to Landlord: Chakra Gupta, LLC
[redacted]

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 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 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, the sale of the Property or an assignment of the Rent payments by Landlord to a third party. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and (z) 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 for which all or a portion of such taxes or assessments are imposed on Tenant's leasehold improvements, Landlord shall provide Tenant with copies of such notice 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 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 portion of tax or assessment imposed on Tenant's leasehold improvements and Landlord shall not have the right to reimbursement of such amount from Tenant. For any request of reimbursement by Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments, provide Tenant with a request for reimbursement with accompanying evidence of Landlord's timely payment to the taxing authority ("Tax Reimbursement Request"). Subject to Section 21(c), Tenant shall reimburse Landlord within thirty (30) days from the Tax Reimbursement Request. Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord. For the sake of clarity, in the event Landlord fails to pay any tax or assessment within such time period identified in the tax bill or notice of assessment, Tenant is under no obligation to provide reimbursement for any late fees or penalties.

(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.

(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) Promptly after the Effective Date, Landlord shall provide the Notice address set forth in Section 17 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.

(f) 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 without the prior consent of Tenant, which consent may be withheld in Tenant's sole discretion.

(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 Offer and agree in writing (the "**Exercise Notice**") to match the financial terms of the Offer. For the avoidance of doubt, to exercise its rights under this Section 23, Tenant shall not be required to match any compensation due to parties unrelated to Landlord, including but not limited to broker compensation. The Exercise Notice shall be in the form of a contract substantially similar to the Offer (matching the financial terms); provided, however, that Landlord and Tenant acknowledge and agree that the Exercise Notice is intended to be a letter of intent or similar, and the parties shall thereafter negotiate in good faith the documents reasonably required to consummate Tenant's exercise of its rights under this Section 23. Tenant may assign its rights to a third party under this Section 23. 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 6**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

(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 of its Affiliate of Harmoni Towers Gateway 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.

(q) **Exclusivity.** Landlord agrees not to lease any of Landlord's property within a radius of five (5) miles from the Premises for construction of a tower, for the construction or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant.

(r) **Confidentiality**. Landlord agrees that the terms of this Agreement shall be strictly confidential, and that Landlord shall not disclose any of the terms hereof to any third party, except with Tenant's prior written consent, which consent may be withheld in Tenant's sole discretion. Notwithstanding the foregoing, Landlord is permitted to disclose the terms of this Agreement to its attorneys, accountants and lenders, ("Authorized Parties") on a "need to know" basis. Landlord agrees that such Authorized Parties shall be bound by the confidentiality provisions of this Section 24(r). If Landlord attempts to sell, convey, assign or transfer a property interest in or related Premises without complying with this Section 24(r), the sale, conveyance, assignment, or transfer shall be void. Tenant shall not be responsible for any failure to make any payments required under this Agreement and reserves the right to hold payments due under this Agreement until the Landlord complies with this Section 24(r).

(s) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency or epidemics; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give

written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(t) **Self Help**. Without limiting Tenant's right to terminate this Lease pursuant to Section 6 hereof, in case of a breach of any covenant or term hereof by the Landlord, the Tenant may, in its sole discretion, elect to remedy the Landlord's breach, which remedy shall not operate or be construed as a waiver of the Tenant's rights herein to recover the cost of such remedy from the Landlord by setoff or otherwise, and the Landlord shall indemnify the Tenant from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Tenant in performing the Landlord's obligations hereunder.

[SIGNATURES APPEAR ON NEXT PAGE]

HARMONI

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Chakra Gupta, LLC,
a North Carolina limited liability company

By: _____
Print Name: CHAKRA GUPTA
Its: MANAGING MEMBER
Date: 03-30-2026

LANDLORD ACKNOWLEDGMENT

STATE OF NC)
) ss:
COUNTY OF Caldwell)

I CERTIFY that on March 30, 2026, Chakra Gupta [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the managing member [title] of Chakra Gupta LLC [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Kelly S Stilwell
Notary Public: Kelly S Stilwell
My Commission Expires: 1-22-28

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2028

"TENANT"

Harmoni Towers Gateway LLC,
a Delaware limited liability company

By: Nancy Venturelli
Print Name: Nancy Venturelli
Its: Director, Contracts Administration
Date: 4/16/26

TENANT ACKNOWLEDGMENT

STATE OF NC

COUNTY OF Mecklenburg

On the 16th day of April, 2026 before me personally appeared Nancy Venturelli who acknowledged under oath that he/ she is the Director, Contracts Admin of Harmoni Towers Gateway LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Emily Jenkins
My Commission Expires: 9/28/26

EMILY JENKINS NOTARY PUBLIC MECKLENBURG COUNTY, NC My Commission Expires September 28, 2026

EXHIBIT 1

DESCRIPTION OF PROPERTY, PREMISES, AND EASEMENTS

to the Lease Agreement dated April 16th, 2026, by and between Chakra Gupta, LLC, a North Carolina limited liability company, as Landlord, and Harmoni Towers Gateway LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situate in Caldwell County, State of North Carolina:

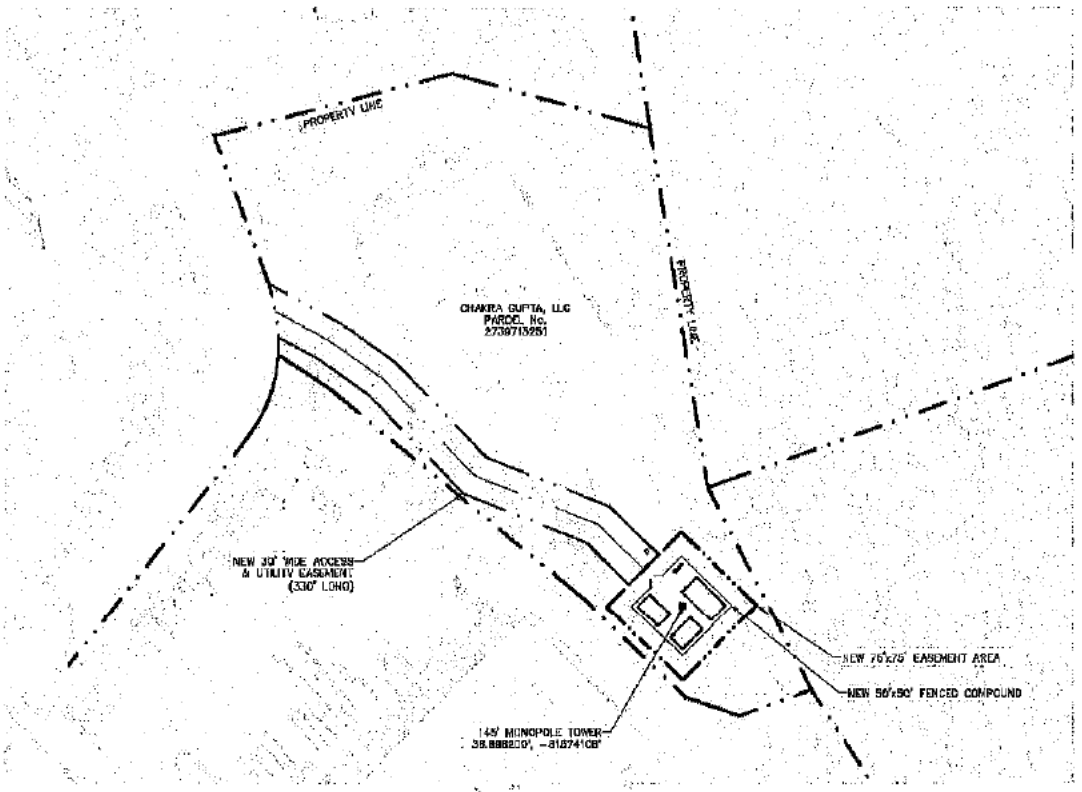
Being all of Lot No. 10 as described on that certain plat entitled "Minor Subdivision of the property of Larry W. Taylor and wife, Elizabeth W. Taylor", recorded on August 10, 2005, in Plat Book 22, Page 142, Caldwell County Registry of Deeds, said plat being referred to for greater certainty of description.

Being The Same Property Conveyed to Chakra Gupta, LLC, Grantee, From Larry W. Taylor And Wife, Penny W. Taylor, Grantor, By Deed Recorded 11/03/2005, As Instrument # Book 1572, Page 1752 of the Caldwell County records.

HARMONI

The Premises and Easements are described and/or depicted as follows:

A 5,625 square feet parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 30 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit 1.



DRAFT

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

MORTGAGES, LIENS or JUDGMENTS
(Any Encumbrance)

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

As listed under the Alta Commitment For Title Insurance issued by Old Republic National Title Insurance Company on October 1, 2025:

[redacted]

EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

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

NONE.

HARMONY

EXHIBIT 4
[FOLLOWS ON NEXT PAGE]

HARMONY

Prepared by and after recording return to:

Site ID: NC00010097
Site Name: Hoover
County: Caldwell
State: North Carolina

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 "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and Harmoni Towers Gateway LLC, a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 (hereinafter called "**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain Lease Agreement dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (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 at Page _____, Book _____ (Instrument #_____) in and for _____ County, _____ ("**Mortgage**"); 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 Mortgagee 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, Mortgagee 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 Mortgagee'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 Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee 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, Mortgagee 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 Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee 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 Mortgagee 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 Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or 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. Mortgagee 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, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee 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 Mortgagee 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 "Mortgagee", 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 Mortgagee 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.

[Remainder of Page Intentionally Blank – Signature Page Follows]

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

LANDLORD: CHAKRA GUPTA, LLC.
a _____

By: _____
Name: CHAKRA GUPTA
Title: MANAGING MEMBER
Date: 03-30-2026

LANDLORD (CORPORATION)

STATE OF NC)
) ss
COUNTY OF Caldwell)

The foregoing instrument was acknowledged before me this 30 day of March, 2026, by Chakra Gupta [name of representative], the managing member [title] of the corporation, ( ) who is personally known OR ( ) who has produced NC DL # 422353 as identification.

_____
Notary Public
My Commission Expires: 1-22-29

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2026

SAMPLE

TENANT: Harmoni Towers Gateway LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of _____ LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

HARMONI

MORTGAGEE: _____,
a _____ _____.

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

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: _____

HARMONY

--CONFIDENTIAL--

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

HARMONY

--CONFIDENTIAL--

EXHIBIT 5

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

HARMONI

--CONFIDENTIAL--

[Landlord Letterhead]

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

--CONFIDENTIAL--

CHAKRA GUPTA, LLC
240 POLYCHEM CT
LENOIR, NC 28645
828-754-7570

March 31, 2026

Building Staff / Security Staff / Employees
Landlord, Lessee, Licensee
208 PolyChem Ct
Lenoir, NC 28645

Re: Authorized Access granted to Harmoni Towers Gateway, LLC

Dear Building / Security Staff and Employees,

Please be advised that we have signed a lease with Harmoni Towers Gateway, LLC permitting Harmoni Towers Gateway, LLC to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant Harmoni Towers Gateway, LLC 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, Harmoni Towers Gateway, LLC representatives may be seeking access to the property outside of normal business hours. Harmoni Towers Gateway, LLC 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

--CONFIDENTIAL--

EXHIBIT 6

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

HARMONY

--CONFIDENTIAL--

Prepared by and Return To:
Harmoni Towers Gateway LLC
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277

Site ID: NC00010097
Site Name: Hoover
County: Caldwell
State: North Carolina

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 20___, by and between Chakra Gupta, LLC, a North Carolina limited liability, having a mailing address of 240 Polychem Court, Lenoir, NC 28645 (hereinafter referred to as "**Landlord**") and Harmoni Towers Gateway LLC, a Delaware limited liability company having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on _____, with seventeen (17) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** 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.

--CONFIDENTIAL--

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

"LANDLORD"

By: _____
Print Name: CHAKRA GUPTA
Its: MANAGING MEMBER
Date: 03-30-2026

LANDLORD ACKNOWLEDGMENT

STATE OF NC)
) ss:
COUNTY OF Caldwell)

I CERTIFY that on March 30, 2026, Chakra Gupta [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the managing member [title] of Chakra Gupta LLC [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Kelly S Stilwell
Notary Public: Kelly Stilwell
My Commission Expires: 1-22-28

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2028

--CONFIDENTIAL--

"TENANT"

Harmoni Towers Gateway LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF

COUNTY OF

On the _____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/ she is the _____ of Harmoni Towers Gateway LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

HARMONI

--CONFIDENTIAL--

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 20___, by and between Chakra Gupta, LLC, a _____, as Landlord, and Harmoni Towers Gateway LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situate in Caldwell County, State of North Carolina:

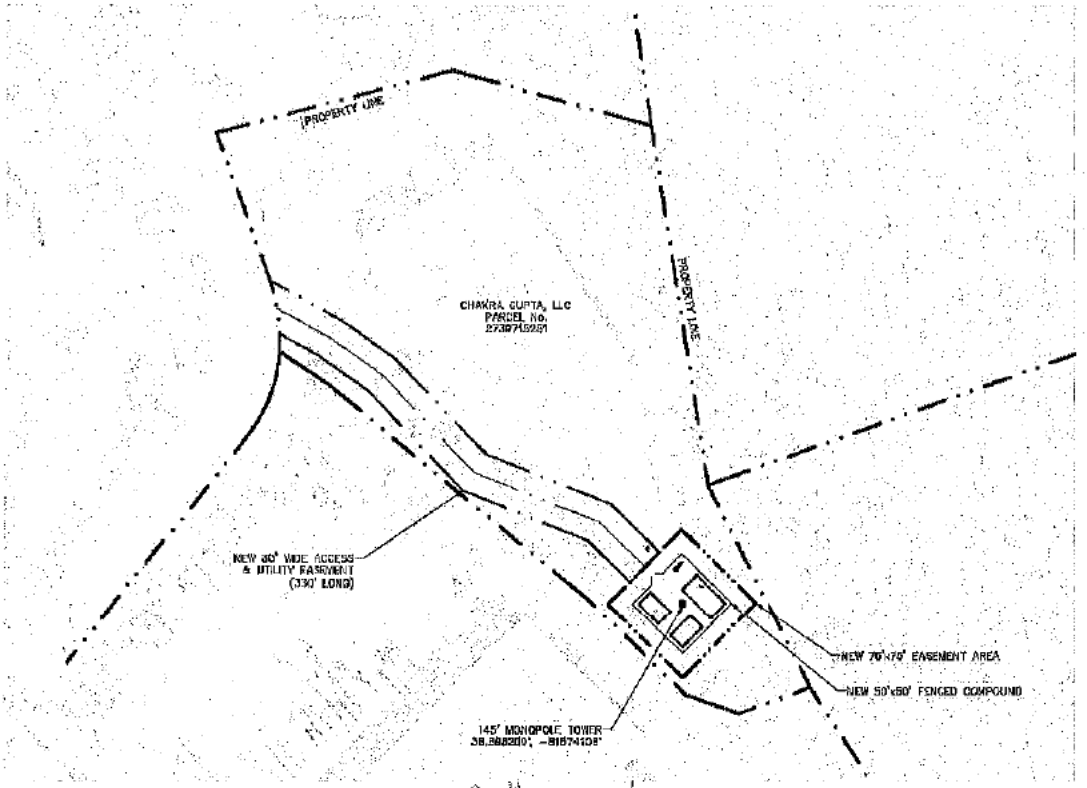
Being all of Lot No. 10 as described on that certain plat entitled "Minor Subdivision of the property of Larry W. Taylor and wife, Elizabeth W. Taylor", recorded on August 10, 2005, in Plat Book 22, Page 142, Caldwell County Registry of Deeds, said plat being referred to for greater certainty of description.

Being The Same Property Conveyed to Chakra Gupta, LLC, Grantee, From Larry W. Taylor And Wife, Penny W. Taylor, Grantor, By Deed Recorded 11/03/2005, As Instrument # Book 1572, Page 1752 of the Caldwell County records.

HARMONI

The Premises and Easements are described and/or depicted as follows:

A 5,625 square feet parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 30 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit 1.



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.

--CONFIDENTIAL--

W-9 FORM

HARMONY