

Prepared by:
GAIA Towers Holdings LLC
152 W 57th Street 27th Floor
New York, NY 10019

Record and Return to:

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 20__ (“Effective Date”), by and between _____, a _____, (“Site Owner”) and GAIA Towers Holdings LLC, a Delaware limited liability company, (“GAIA”). All references hereafter to “GAIA” and “Site Owner” shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (GAIA and Site Owner, collectively, “Parties”).

RECITALS

WHEREAS, Site Owner is the owner of that certain property (“Property”) located in _____ County, State of _____, referred to as Parcel No. _____ and having a street address of _____, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant GAIA full discharge and acquittance therefor, Site Owner and GAIA agree to the following::

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to GAIA:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 (“Communication Easement”) for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, “Facilities”) and any related activities and uses including those necessary for GAIA to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”) together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” Communication Easement and Access and

Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to GAIA, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to GAIA of all rents and other monies due the Site Owner pursuant to the Existing Agreements. GAIA assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, GAIA shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of GAIA and/or GAIA's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be for a term of twenty-five (25) years commencing on the Effective Date. Notwithstanding the foregoing, in the event GAIA and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than three years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. GAIA may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and GAIA and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner. GAIA shall use commercially reasonable efforts to enforce the tenants' obligation under the Existing Agreement to remove their Facilities upon termination of the Existing Agreements. GAIA shall include a provision in all future agreements that require such Customer to remove their Facilities within 120 days after such new Agreement has terminated.

5. Improvements; Utilities. GAIA and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of GAIA and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with GAIA and to act reasonably and in good faith in granting GAIA the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon GAIA's request, execute and record a separate written easement with GAIA or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints GAIA as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by GAIA and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by GAIA to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from GAIA, Site Owner shall furnish to GAIA a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any

Taxes when due, GAIA shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse GAIA for the full amount of such Taxes paid by GAIA on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from GAIA. GAIA will use commercially reasonable efforts to enforce the tax obligations of the tenants under the Existing Agreements. GAIA further agrees that if GAIA were to add a new tenant to the Easements and there is an increase to Site Owner's real property taxes which are the direct result of GAIA's improvements (excluding any improvements by parties claiming rights of possession through one of the Existing Agreements) on the Easements, then GAIA shall either get the new tenant to pay such proportionate share of such tax increase and if such tenant doesn't pay such tax increase then GAIA shall pay that proportionate share of such tax increase provided that as a condition of GAIA's obligation to pay such tax increases, Site Owner provides to GAIA the documentation from the taxing authority reasonably acceptable to GAIA indicating that the increase is due to GAIA's improvements, and that Site Owner agree, at GAIA's request, to file a timely protest with the appropriate taxing authority, and consent to GAIA's intervention and prosecution of the same at GAIA's cost. GAIA shall require payment or reimbursement of taxes and tax increases by tenants as provided pursuant to the Existing Agreements.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide GAIA and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week. GAIA shall not interfere with the maintenance arrangements currently between Site Owner and tenants under the Existing Agreements as it relates to the Property. In the event GAIA adds a new tenant to the Easements, Site Owner's maintenance obligations shall not materially increase than that which is the current maintenance obligations between Site Owner and the tenants under the Existing Agreements and GAIA shall use commercially reasonable efforts to include maintenance obligations in future agreements which are similar to the maintenance obligations contained in the Existing Agreements.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to GAIA, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to GAIA true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and GAIA for reimbursement of any future charges or expenses paid by Site Owner on behalf of GAIA or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred (h) as of the Effective Date, Site Owner shall not, without the prior written consent of GAIA, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to GAIA under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of GAIA and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or

regulation. Neither Site Owner nor GAIA will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and GAIA shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and GAIA shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. GAIA has the unrestricted right to assign, mortgage or grant a security interest in all of GAIA's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify GAIA and Secured Parties (provided GAIA has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by GAIA and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided GAIA has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to GAIA's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of GAIA accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints GAIA as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of GAIA to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by GAIA shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of

GAIA's Customers on behalf of itself or on behalf of any third party. GAIA shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify GAIA with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of GAIA and shall not be extinguished by GAIA's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify GAIA in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, GAIA shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which GAIA may be legally entitled. Site Owner hereby assigns to GAIA any such claims and agrees that any claims made by Site Owner will not reduce the claims made by GAIA.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Insurance. Throughout the Term, GAIA or its parent company will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, GAIA shall have the right to self-insure such general liability coverage or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

17. Dispute Resolution.

(a) If GAIA fails to perform any of its obligations under this Agreement, Site Owner agrees to notify GAIA and any Secured Parties, provided GAIA has given Site Owner notice and contact information of Secured Parties, in writing of any default by GAIA, and to give GAIA and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from GAIA's receipt of the written default notice. If GAIA or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and GAIA's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by GAIA or its Customers, GAIA shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and GAIA shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and GAIA set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and GAIA with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of GAIA, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by GAIA for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that GAIA has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“GAIA”:

WITNESSES:

GAIA TOWERS HOLDINGS LLC,
a Delaware limited liability company
**By: Tillman Infrastructure LLC, a Delaware
limited liability company, its sole member**

Print Name: _____

By: _____
Name: _____
Title: Authorized Signatory

Print Name: _____

Address: 152 W 57TH Street 27th Floor
City: New York
State: New York
Zip: 10019
Tel: _____
Fax: _____

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

On the ____ day of _____ in the year of 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, Authorized Signatory of GAIA Towers Holdings LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B-1
COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Description of the Communication Easement:

Agreed and Approved:

Site Owner:

By: _____
Name: _____

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

The Access & Utility Easement is described as follows:

Access & Utility Easement:

Agreed and Approved:

Site Owner:

By: _____
Name: _____

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT C

EXISTING AGREEMENTS

Site Owners assign and transfer to GAIA, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owners under any Existing Agreements, including, without limitation, the following:

The Option and Lease Agreement dated _____ by and between _____, a _____, (collectively "Landlord"), and Tillman Infrastructure LLC, a Delaware limited liability company, as tenant, as evidenced by that Memorandum of Lease dated _____.

Read, Agreed and Approved:

Site Owner:

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

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT D

TITLE ENCUMBRANCES

1. Security Deed from _____, Grantor(s), in favor of _____, dated _____, and recorded _____ in Deed Book ____, Page ____, in the original amount of \$ _____. **Parties to secure NDA from Lender.**