

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017

Prepared by:
TOWERPOINT ACQUISITIONS, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SITE MANAGEMENT AGREEMENT

This SITE MANAGEMENT AGREEMENT ("SMA") is made and shall be effective on the 19 day of December, 2019 ("Effective Date"), by and between Clara Y. Yeager ("Owner") and TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company, its successors and assigns ("Owner Advocate").

RECITALS:

- A. Owner has granted an easement interest in Owner's property located at (the "Property" as further described in Exhibit A) to TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company ("Buyer"), including the assignment of one or more telecommunication leases, pursuant to that certain Easement Agreement ("Easement") dated December 19, 2019 to be recorded contemporaneously with this SMA.
- B. Owner desires Owner Advocate perform the Scope of Services (hereinafter defined) to manage Owner's telecommunication interests in the Property.

NOW, THEREFORE, for the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date, Owner and Owner Advocate agree as follows:

- 1. Appointment of Owner Advocate.** Owner hereby appoints Owner Advocate as Owner's representative and authorized agent for all telecommunication matters on the Property that have not otherwise been reserved to Buyer pursuant to the Easement. Owner Advocate hereby accepts such appointment. Owner Advocate shall be appointed for an initial term of five (5) years commencing on the Effective Date hereof. The appointment shall automatically extend for additional terms of one (1) year each unless one party gives the other party written notice of their intention not to renew the appointment at least thirty (30) days prior to the expiration of the then-current term. In exchange for Owner Advocate's continuing service to Owner, Owner Advocate shall retain fifty percent (50 %) of the rent due to Owner from any lease or similar conveyance for telecommunications purposes on the Property outside the easement area conveyed in the Easement from which Owner is due any rent or other payments ("Owner's Lease"). All communications regarding the Owner's Lease shall be delivered by each tenant under each Owner's Lease ("Tenant") to Owner Advocate at Owner Advocate's notice address herein. All rent payments due Owner related to any Owner's Lease shall be delivered by each Tenant to Owner Advocates lock box at the following address:

TOWERPOINT ACQUISITIONS, LLC
P.O. Box 734211
Dallas, TX 75373-4211

- 2. Scope of Services.** For so long as this SMA remains in effect, Owner Advocate agrees to exercise commercially reasonable efforts and resources to perform the “Scope of Services” listed below:
- a. **New and Existing Telecommunication Tenants.** Owner Advocate shall review new telecommunication tenant leases as well as upgrade proposals, amendments, proposed modifications of utility and access easements, and construction plans on behalf of Owner.
 - b. **Collocation, Lease and Revenue Share Rent Servicing and Audits.** For any revenue stream related to each Tenant lease under which Owner is due any rent, Owner Advocate shall collect such rent and analyze rent rolls and leasing cash flows to confirm proper payment when an underpayment is suspected and periodically as part of a general revenue review.
 - c. **Record Keeping.** Owner Advocate shall retain and shall make available to Owner copies of telecommunication leases, amendments and other telecommunication tenant documents related to the Property that Owner and third parties (such as wireless carriers) have provided to Owner Advocate.
 - d. **Decommissioning, Rent Reduction and Lease Extension Consultation.** Owner Advocate shall assist Owner in reviewing decommissioning letters and proposing best practices for developing and/or assessing a decommissioning strategy. Owner Advocate shall also assist Owner in reviewing rent reduction and lease extension proposals.

In furtherance of the foregoing Scope of Services, Owner hereby authorizes and directs each Tenant on the Property to pay to Owner Advocate all rents due under Owner’s Lease. Owner agrees to provide and hereby authorizes and directs each Tenant on the Property to provide Owner Advocate with copies of all leases, amendments, proposals for modifications, rent reductions and all other communications regarding the Scope of Services. Owner agrees that Owner Advocate may charge third parties fees for document review and other services performed pursuant to this SMA. Owner agrees these fees are to defray Owner Advocates operational expenses and shall not be offset or deducted from any rent payments.

- 3. Right of First Refusal.** Owner grants to Owner Advocate the right to acquire through assignment, purchase, or other means any lease or similar conveyance for telecommunications purposes in which Owner retains an interest outside the easement area conveyed in the Easement. Owner shall deliver to Owner Advocate, a written copy of any offer to purchase Owner’s Lease. Owner Advocate shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Owner Advocate’s intent to match the offer.

4. Miscellaneous.

- a. **Non-Interference.** Owner and Owner Advocate agree that the exercise of the obligations contained herein shall not interfere with Buyer’s then-existing operations on Owner’s Property.
- b. **Owner acknowledges and understands that Owner Advocate, its subsidiaries and/or its affiliates are in the business of owning, operating and leasing wireless telecommunications facilities. OWNER HEREBY WAIVES ANY CONFLICT OF INTEREST THAT MAY ARISE UNDER THIS SMA AND HEREBY RELEASES AND HOLDS HARMLESS OWNER ADVOCATE FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES OR LOSSES SUSTAINED BY OWNER ARISING HEREUNDER, EXCEPT FOR THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF OWNER ADVOCATE. This obligation shall survive the expiration or earlier termination of this SMA.**
- c. **Counterparts.** This SMA may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- d. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this SMA. It is the intention of

the parties hereto that this SMA shall run with the Property, be freely assignable and binding upon all future owners and lessees of the Property and all persons claiming under them for the Term of this SMA. Upon the absolute assumption of all of the obligations under this SMA, the assignor will be relieved of all obligations and liabilities hereunder.

- e. Severability. If any provision contained in this SMA (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this SMA (or any portion of any such provision.)
- f. Entire Agreement. This SMA and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Owner and Owner Advocate. Without limiting the generality of the foregoing, Owner acknowledges that it has not received or relied upon any advice of Owner Advocate or its representatives regarding the merits or tax consequences of this SMA.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF the parties hereto have executed this Site Management Agreement as of the date on page one above.

OWNER: CLARA Y. YEAGER

Clara Y. Yeager
Clara Y. Yeager

Owner Notice Address:

Clara Y. Yeager
101 Yeager Farm Road
Pelham, Alabama 35124

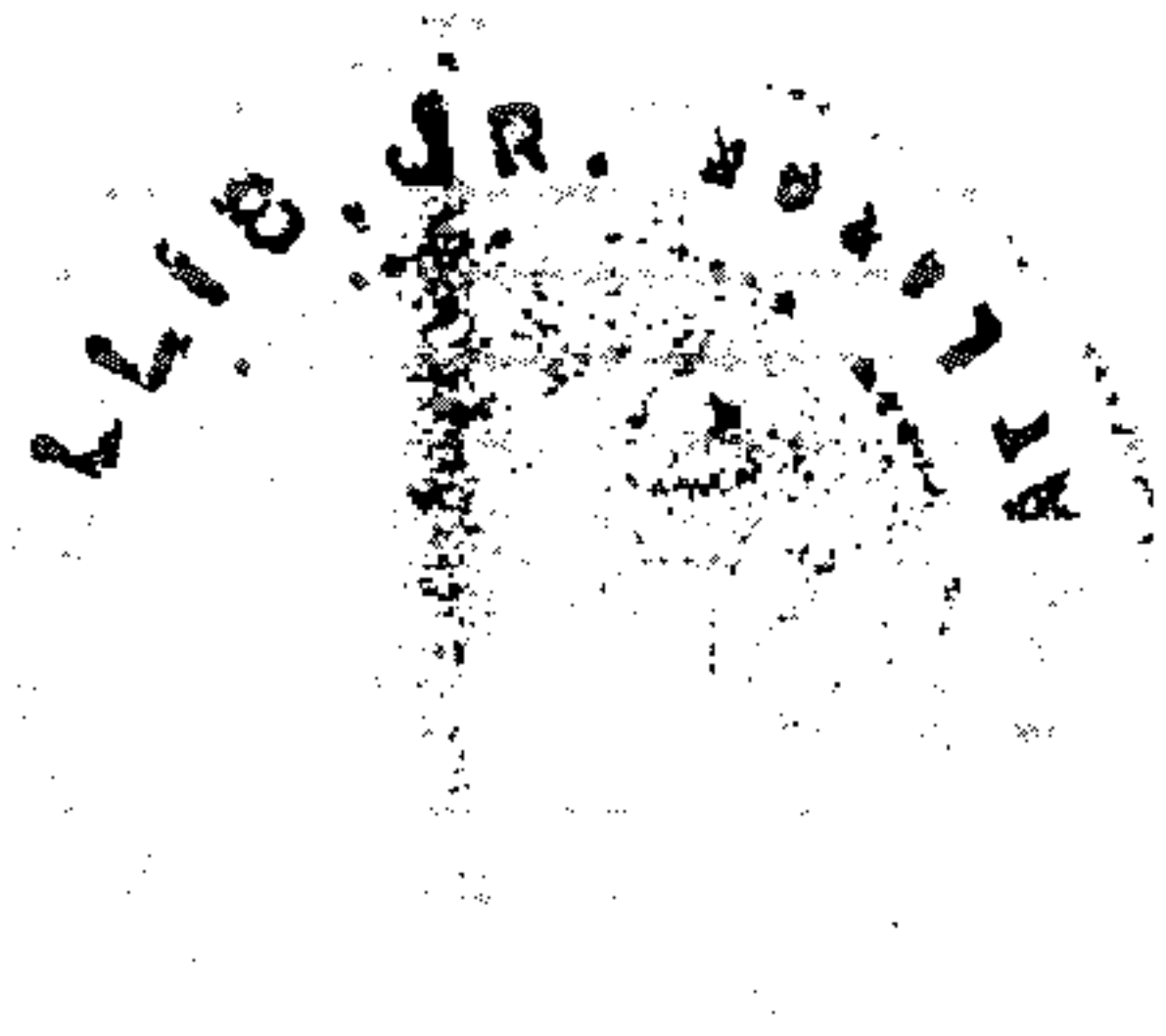
STATE OF Alabama
COUNTY Shelby } ss.

On this 16 day of December, 2019, before me, the undersigned notary public, personally appeared Clara Y. Yeager, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

{affix notary seal or stamp}

Josh Ellis
Notary Public
My Commission Expires:

5-2-22



IN WITNESS WHEREOF the parties hereto have executed this Site Management Agreement as of the date on page one above.

OWNER ADVOCATE: TOWERPOINT ACQUISITIONS, LLC



Jesse M. Wellner, Chief Executive Officer

Owner Advocate Notice Address:
TOWERPOINT ACQUISITIONS, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: TowerPoint Sites

Sites@TowerPoint.com
Toll Free: 866-574-2355

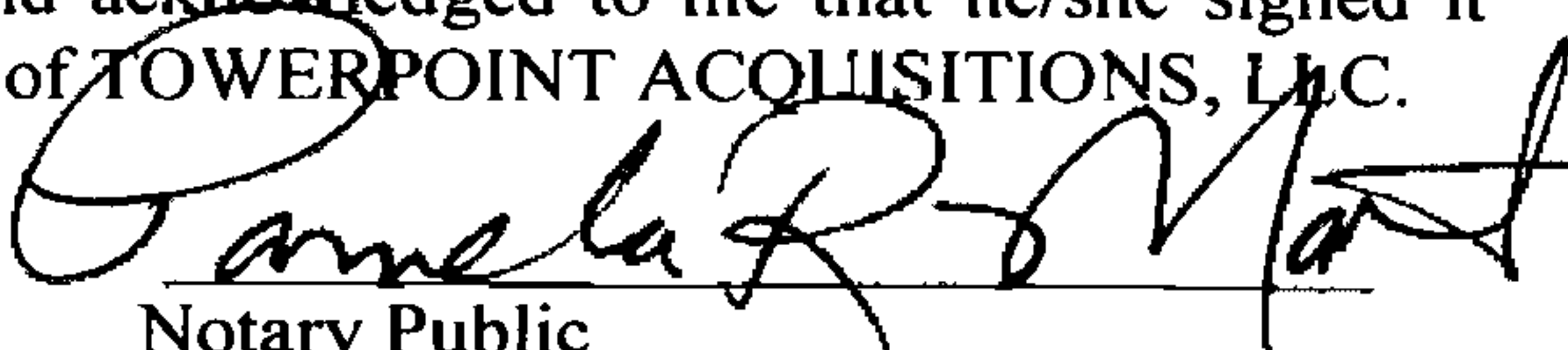
STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 18th day of December, 2019, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TOWERPOINT ACQUISITIONS, LLC.

{affix notary seal or stamp}



Notary Public
My Commission Expires: 10-19-2022

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 10/19/2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

All in Section 21, Township 20 South, Range 2 West in Shelby County, Alabama.

The N.W. Diagonal 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21.
The N.W. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21.

Also a parcel of land described as follows: Beginning at the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of Section 21; thence run S 3 degrees 41 minutes 33 seconds W a distance of 584.63 feet to the N.E. corner of property conveyed to John Wynn; Thence run N 90 degrees 00 minutes 00 seconds W a distance of 622.29 feet to N.W. corner of property conveyed to John Wynn; Thence run N.E. 880.85 feet to the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of Section 21. Said point being the point of beginning.

Also a parcel of land described as follows: Commencing at the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 21 run S 584.63 feet W. to the N.E. corner of property conveyed to John Wynn and the point of beginning; thence continue along the last course 218.13 feet to the S.W. corner of the N.W. 1/4 of the N.E. 1/4 of the N.E. 1/4 of said Section 21; thence run W. along the S. line of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 of said Section 21 a distance of 189.52 feet to the Easterly line of property conveyed to John Wynn; thence run N. 44 degrees 30 feet 30 minutes E. 388+/- feet to the point of beginning.

Also an Ingress/egress and utility easement described as recorded in Instrument #1996—06788 in the Office of the Judge of Probate of Shelby County of Alabama.

Subject to an Ingress/egress and utility easement described as recorded in Instrument No. 1997—11181 in the Office of the Judge of Probate of Shelby County.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2019 09:43:44 AM
\$37.00 CHERRY
20191226000476440

Allie S. Bezel