

Tax ID 06-037-0174

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BK 6613 PG 388

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER

10/3/2016 10:20:00 AM

FEE \$22.00 Pgs: 7

DEP eCASH REC'D FOR METRO NATIONAL TITLE

Record and Return to:

Nana Brenyah
TitleVest Agency, LLC
44 Wall Street, 10th Floor
New York, NY 10005

Prepared by:

TowerPoint Capital, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

MNT 52335

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 30th day of September, 2016 ("Effective Date"), by and between Barton Creek Partners, L.L.C., a Utah limited liability company ("Owner") and TowerPoint Capital, 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 801 North 500 West, Bountiful, Utah 84010 (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 Telecommunication Easement and Lease Assignment Agreement ("TELA") dated September 30th, 2016, 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 TELA. 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 TELA from which Owner is due any rent or other payments ("Owner's Lease"). For any telecommunications lease Owner is due any portion of the rent inside the easement area conveyed in the TELA ("TELA Lease"), Owner Advocate shall retain ten (10%) of the total rent from which any revenue share or other rent sharing is calculated. All communications regarding the Owner's Lease and each TELA 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 or TELA Lease shall be delivered by each Tenant to Owner Advocates lock box at the following address:

TOWERPOINT CAPITAL, LLC
P.O. Box 890219
Charlotte, NC 28289-0219

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 TELA. 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: BARTON CREEK PARTNERS, L.L.C.



Thomas C. Mabey, Manager

Owner Notice Address:
Barton Creek Partners, L.L.C.
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101

STATE OF Utah
COUNTY Davis } ss.

On this 29th day of September, 2016, before me, the undersigned notary public, personally appeared Thomas C. Mabey, 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 Manager of Barton Creek Partners, L.L.C.

{affix notary seal or stamp}

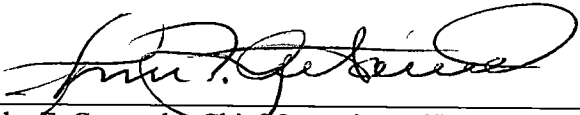


Notary Public
My Commission Expires:



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

OWNER ADVOCATE: TOWERPOINT CAPITAL, LLC, a Delaware limited liability company



John F. Gutowski, Chief Operating Officer

Owner Advocate Notice Address:
TowerPoint Capital, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328
Attn: TowerPoint Sites

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

STATE OF GEORGIA

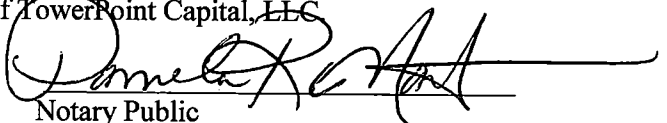
COUNTY OF FULTON

} ss.

On this 27th day of September, 2016, before me, the undersigned notary public, personally appeared John F. Gutowski, 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 Operating Officer of TowerPoint Capital, LLC.

{affix notary seal or stamp}

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18



Notary Public
My Commission Expires: 10-19-2018

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

A parcel of land lying within Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the West line of 500 West Street, said point being North 0°08'30" West a distance of 1749.09 feet along the Section line and South 89°51'30" West a distance of 162.91 feet from the East Quarter Corner of said Section 24, said point also being North 0°22'48" East a distance of 1352.51 feet along the centerline of 500 West Street, and North 89°37'12" West a distance of 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street, and running thence North 89°37'12" West a distance of 425.00 feet to a point on the Easterly right of way line of Interstate 15, said point also being on a 2776.90 foot radius curve to the right (radius bears South 68°58'44" East); thence along the arc of said curve 226.43 through a central angle of 04°40'19"; thence South 89°37'12" East a distance of 336.62 feet; thence South 00°22'48" West a distance of 208.40 feet to the point of beginning.

Less and Excepting therefrom Parcel 1 the following:

Beginning at a point on the West line of 500 West Street, said point being North 00°8'30" West 1943.51 feet along the Section line and South 89°51'30" West 161.15 feet from the East Quarter Corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1547.01 feet along the centerline of 500 West Street and North 89°37'12" West 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street and running thence North 89°37'12" West 310.38 feet; thence North 65°05'01" West 29.67 feet to the Easterly right of way line of Interstate 15 and a 2776.90 foot radius curve to the right (radius bears South 64°20'25" East); thence along the arc of said curve 1.75 feet; thence South 89°37'12" East 336.63 feet to the West line of 500 West Street; thence along said West line South 00°22'49" West 13.90 feet to the point of beginning.

Parcel 1A:

Together with the beneficial easements as disclosed by that certain Declaration of Reciprocal Easements and Covenants recorded August 28, 1998 as Entry No. 1435347 in Book 2349 at page 594 of official records.

PARCEL 2:

Beginning at a point on the West line of 500 West Street, said point being North 00°8'30" West 1749.09 feet along the Section line and South 89°51'30" West 162.91 feet from the East Quarter Corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1352.51 feet along the centerline of 500 West Street and North 89°37'12" West 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street, and running along said West line South 0°23'02" West 97.08 feet; thence North

EXHIBIT A (continued)

LEGAL DESCRIPTION OF THE PROPERTY

89°37'12" West 462.92 feet to a point on the Easterly right of way line of Interstate 15; thence North 21°35'58" East 104.14 feet, more or less, along said right of way; thence South 89°37'12" East a distance of 425.00 feet to thence East point of beginning.

Parcel 2A:

Together with the beneficial easements as disclosed by that certain Declaration of Reciprocal Easements and Covenants recorded August 28, 1998 as Entry No. 1435347 in Book 2349 at page 594 of official records.