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4/16/2018 1:30:00 PM \$21.00  
Book - 10665 Pg - 3598-3603  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 6 P.

Record and Return to:  
Nana Brenyah  
TitleVest Agency, LLC  
110 East 42<sup>nd</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10017

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

BT# 5-099042  
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 16 day of April, 2018 ("Effective Date"), by and between AGNES GALLEGOS, AS TRUSTEE OF THE LIVING TRUST OF ELUTERIO & AGNES GALLEGOS, DATED JULY 10, 2014 ("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 4750 South Westsams Boulevard a/k/a 4850 South Westsams Boulevard, Salt Lake City, Utah 84118 (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 April 16, 2018 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 forty percent (40%) 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 CAPITAL, LLC  
P.O. Box 890219

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: AGNES GALLEGOS, AS TRUSTEE OF THE LIVING TRUST OF ELUTERIO & AGNES GALLEGOS, DATED JULY 10, 2014

Agnes Gallegos  
Agnes Gallegos, Trustee

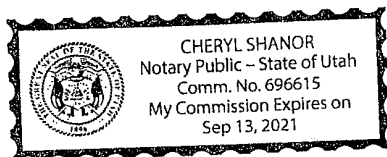
Owner Notice Address:  
Agnes Gallegos  
9859 South 3200 W  
South Jordan, Utah 84095

STATE OF UTAH  
COUNTY SALT LAKE } ss.

On this 12 day of April, 2018, before me, the undersigned notary public, personally appeared Agnes Gallegos, 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 Trustee of the Living Trust of Eluterio Gallegos & Agnes Gallegos, dated July 10, 2014.

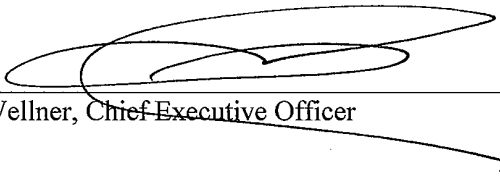
{affix notary seal or stamp}

Cheryl Shanor  
Notary Public  
My Commission Expires: 9-13-21



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



Jesse M. Wellner, Chief Executive 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 14th day of April, 2018, 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 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:

Beginning at a point on the West line of West Sams Boulevard, said point being South 351.014 feet and West 90.37 feet from the Northeast corner of Section 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 53 deg. 28'14" West 219.006 feet; thence South 41 deg. 51'59" West 164.683 feet; thence South 42 deg. 39'28" East 240.00 feet to a point on a 537.98 foot radius curve, said point also being on the West line of West Sams Boulevard; thence running along said curve to the left 210.335 feet along the arc and whose chord bears North 36 deg. 08'29" East 209.00 feet to the point of beginning.

Parcel No.: 20-12-227-003

PARCEL 2:

Beginning at a point which is South 519.80 feet and West 213.63 feet from the Northeast corner of Section 12, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence Southwesterly along the arc of a 537.98 foot radius curve to the right 29.75 feet through a central angle of 3 deg. 10'08"; thence North 42 deg. 41'10" West 236.32 feet; thence North 41 deg. 51'59" East 30.0 feet; thence South 42 deg. 39'28" East 240.0 feet to the point of beginning.

Parcel No.: 20-12-227-004