

APN# 220-16-401-005

Recording Requested by:

Name: Old Republic Title
Address: 530 S. MAIN ST. Ste 1031
City/State/Zip: AKRON, OH 44311
17018478

When Recorded Mail to:

Name: Old Republic Title
Address: 530 S. MAIN ST. Ste 1031
City/State/Zip: AKRON OH 44311

Mail Tax Statement to:

Name: Star-All, INC
Address: 1456 Industrial Way Ste D
City/State/Zip: GARDNERVILLE NV 89440

(for Recorder's use only)

Site Management Agreement
(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Kim Caughern
Signature

Agent
Title

Kim Caughern
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

APN: 1220-16-401-005

Record and Return to:
Nana Brenyah
TitleVest Agency, LLC
44 Wall Street, 10th Floor
New York, NY 10005

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031
AKRON OHIO 44311
(330-436-6000)

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

170,8678

SITE MANAGEMENT AGREEMENT

This SITE MANAGEMENT AGREEMENT ("SMA") is made and shall be effective on the 24 day of April, 2017 ("Effective Date"), by and between STOR-ALL, LLC ("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 813 Short Ct, Gardnerville, NV 89460 (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 Grant of Easement and Assignment of Lease ("GOE") dated April 24, 2017, 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 GOE. 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 GOE 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
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 GOE. 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: STOR-ALL, LLC

Todd R. Whear, MEMBER
Todd R. Whear, Member

Owner Notice Address:
STOR-ALL, LLC
1456 Industrial Way, Suite D
Gardnerville, Nevada 89410

STATE OF Nevada
COUNTY Douglas } ss.

On this 13th day of April, 2017, before me, the undersigned notary public, personally appeared Todd R. Whear, 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 Member of STOR-ALL, LLC.

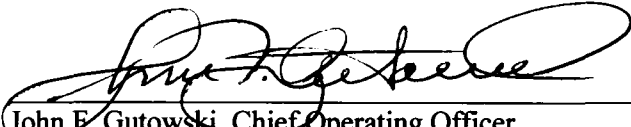
{affix notary seal or stamp}

Stacey Vonschottenstein
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 10th day of April, 2017, 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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3 OF THAT CERTAIN PARCEL MAP RECORDED JULY 1, 1976, AS DOCUMENT NO. 01434, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, AND

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16,

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT NO. 3 AS SHOWN ON THE PARCEL MAP FOR JOEL F. ANDERSON FILED FOR RECORD IN BOOK 776 AT PAGE 8 AS DOCUMENT NO. 001434 WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 NORTH 90°00'00" WEST A DISTANCE OF 283.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SHORT COURT THENCE ALONG SAID LINE THROUGH A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 90°00'00" WEST, 45.00 FEET DISTANT AND WHICH HAS A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 70.69 FEET AND WHOSE CHORD BEARS NORTH 45°00'00" WEST A DISTANCE OF 63.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE WESTERLY LINE OF SAID LOT 3 NORTH 00°00'00" EAST A DISTANCE OF 241.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE BOUNDARIES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 THE FOLLOWING COURSES:

SOUTH 89°45'35" WEST A DISTANCE OF 327.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°13'15" WEST A DISTANCE OF 331.65 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°48'31" EAST A DISTANCE OF 655.54 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°10'36" EAST A DISTANCE OF 332.13 FEET TO THE SOUTHEAST CORNER THEREOF WHICH POINT IS ALSO THE NORTHEAST CORNER OF AFORESAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 SOUTH 00°10'36" EAST A DISTANCE OF 287.28 FEET TO THE TRUE POINT OF BEGINNING.

TAX I.D. NUMBER: 1220-16-401-005

EXHIBIT A (continued)

LEGAL DESCRIPTION OF THE PROPERTY (continued)

BEING THE SAME PROPERTY CONVEYED TO STOR-ALL, LLC, A NEVADA LIMITED LIABILITY COMPANY, GRANTEE, FROM WINNRANCH, LLC, A NEVADA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 08/30/2004, BOOK 804, PAGE 12368 AS OF THE COUNTY RECORDS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES, OVER AND ACROSS THE EAST 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 16, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M. AS SHOWN IN DOCUMENT RECORDED APRIL 14, 1989, IN BOOK 489, AT PAGE 1633, AS DOCUMENT NO. 200176.

REFERENCE IS MADE TO THAT CERTAIN RECORD OF SURVEY OF A LOT LINE ADJUSTMENT RECORDED MAY 5, 1989, IN BOOK 589, PAGE 560, AS DOCUMENT NO. 201368 AND AMENDED MARCH 12, 1992, IN BOOK 392, PAGE 1740, DOCUMENT NO. 273065.