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## SELLER REPRESENTATION AGREEMENT

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This Seller Representation Agreement (“Agreement”) is made and entered into as of the \_\_\_ day of January, 2020 (“Effective Date”) by and between Media Capital Advisors, Inc., 824 Topaz Drive, West Chester, Pennsylvania 19382, and its affiliates or assigns (“MCA”), and Tubac Fire District, 2227 E. Frontage Road, Post Office Box 2881, Tubac, Arizona 85646-2881 its subsidiaries, affiliates, shareholders and partners (“Client”).

### WITNESSETH:

This Agreement is made with reference to the following facts:

- A. MCA is engaged in the business of providing brokerage, investment banking and financial advisory services to companies in the United States; and
- B. Client is engaged in the business of operating a communications tower and owns or controls certain communications towers on Exhibit A; and
- C. Client desires to engage MCA to advise and assist Client in the sale and/or trade and exchange of certain communications tower assets in the United States as listed on Exhibit A

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained the parties hereto agree as follows:

**1. ENGAGEMENT.** Client hereby engages MCA as its exclusive representative for purposes of advising and assisting Client in the Sale (as hereinafter defined) of certain communications tower assets as defined in Exhibit A (hereinafter the “Property” or “Properties”). Client shall not attempt to initiate or otherwise promote a Sale of any Property listed on Exhibit A, during the Term, with any investment banking or brokerage firm, or other entity or person, without the prior written approval of MCA, and no such approval given shall waive MCA’s right to compensation hereunder, unless such waiver is specifically stated in such approval and signed by MCA. Except for the Properties, Client is not obligated to transact business exclusively with MCA. MCA may from time-to-time represent other parties who may be competitors with Client or potential buyers of the Properties identified by MCA or Client under this Agreement. MCA will not, without Client's consent, represent any party other than Client with regard to a transaction hereunder. “Sale” shall be defined as any direct or indirect sale, transfer, conveyance, exchange, financing, investment, trade or other change in legal or beneficial ownership of a Property, whether accomplished by a purchase of assets or securities, merger, consolidation, management contract, joint venture, partnership, trade or exchange of assets or stock or otherwise. “Purchase Price” shall be defined as the total consideration (“Consideration”) paid with regard to the Sale of any Property, including, but not limited to, the monetary value of any cash, negotiable instruments, securities, deferred payments, liability assumptions or cancellations, covenants not to compete, consulting agreements or traded or exchanged assets.

**2. DUTIES OF MCA.** With regard to any Property, MCA shall act as a liaison and intermediary between Client and prospective buyers of the Property (“Prospects”). MCA agrees that it is not an agent of Client and may not bind or obligate Client in any way. Both MCA and Client agree to keep each other informed as to the status of contacts, discussions and negotiations with Prospects. MCA will use its best efforts and endeavor to accomplish transactions on terms that are acceptable to Client, but it makes no representations regarding the successful conclusion of any transaction.

**3. TERM.** The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date and terminate six (6) months from such date, provided that either party shall have the right to terminate this Agreement at any time during such Initial Term upon thirty (30) days notice if either party comes to believe that a Sale cannot be successfully completed, and in addition Client may terminate this Agreement at any time during the Initial Term upon thirty (30) days notice if Client is not satisfied with the services provided by MCA. Unless earlier terminated, upon the expiration of the Initial Term, this Agreement shall automatically continue on a day-to-day basis until canceled upon thirty (30) days notice from either party to the other. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to hereinafter as the “Term”.

**4. COMPENSATION.** In the event Client enters into an agreement for the Sale of any Property either (i) during the Term with any Prospect or (ii) within six (6) months after the Term with any Prospect who had communications regarding the Sale of the Property with MCA or Client during the Term, Client agrees to pay to MCA a success fee equal as follows:

- One and one-half percent (1.5%) of the Purchase Price up to three million five hundred thousand dollars (\$3,500,000); plus
- Six (6%) of the Purchase Price above three million five hundred thousand dollars (\$3,500,000); plus

Such success fee shall be paid to MCA at the time of closing of any Sale, by wire transfer of immediately available funds to a bank account specified by MCA. Notwithstanding the foregoing, it is understood that MCA shall invest valuable resources in performance of this Agreement. Accordingly, in the event that a Prospect has escrowed a non-refundable deposit in any transaction which is contemplated by this Agreement, in which Prospect then defaults and is unable or unwilling to close such transaction, and where Client receives funds from such escrow as liquidated damages or otherwise, upon receipt of such funds, Client shall pay to MCA as MCA's fee, the same percentage of such funds received by Client as MCA would have received of the Purchase Price if the Sale had closed. Client shall notify MCA in advance of any closing of Sales or disbursement upon Prospect default so that MCA may attend any and all such closings and/or disbursement of any escrowed funds upon default by a Prospect. MCA shall have reasonable access to all closing documents and any other materials necessary to ascertain and collect its fee hereunder. MCA and Client shall each be responsible for their own expenses relating to the services hereunder, including legal, accounting and closing costs.

**5. CONFIDENTIALITY.** Subject to and except where any legal requirements are imposed on MCA compelling disclosure, except for disclosures to Prospects or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by MCA, MCA shall consider all information received from Client as proprietary and confidential. Similarly, subject to and except where any legal requirements are imposed on Client compelling disclosure, except for disclosures to Prospects or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by Client, Client shall consider all information received from or at the direction of MCA pursuant to this Agreement regarding MCA and/or any of the Prospects as proprietary and confidential. The terms of this Section 5 shall survive for a period of six (6) months following the expiration or earlier termination of this Agreement.

**6. MUTUAL REPRESENTATIONS AND WARRANTIES.** (i) MCA warrants and represents that (a) it has full authority and ability to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by MCA will not violate any rights of, agreements with or obligations to any third parties; (c) MCA will comply with all applicable securities or other laws, rules and regulations relating to the Agreement; and (d) MCA will not circumvent or otherwise frustrate the intent of this Agreement. (ii) Client warrants and represents that (a) Client has full authority and ability to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Client will not violate any rights of, agreements with or obligations to any third parties; (c) Client will comply with all applicable securities or other laws, rules and regulations relating to the Agreement; and (d) Client will not circumvent or otherwise frustrate the intent of this Agreement.

**7. MUTUAL INDEMNIFICATION.** MCA and Client agree to hold the other party harmless from and against and to indemnify fully and forever the other party from any and all losses, claims, damages, liabilities, costs, expenses, fees including, without limitation, reasonable attorneys' and paralegals' fees incurred in the context of any court, arbitration, administrative, or other proceedings, together with the costs incurred in such proceedings (individually and collectively, "Costs") arising from or relating to a breach of this Agreement by such indemnifying party.

**8. PUBLIC ANNOUNCEMENTS.** Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, MCA shall have the reasonable right to publicly announce and/or advertise any Sale hereunder for which a closing has occurred.

**9. ARBITRATION.** Any claims or controversies relating to this Agreement shall be heard and resolved by arbitration held in the English language under the auspices and rules of the American Arbitration Association (“AAA”). Venue of all arbitration shall be held in Tucson or Phoenix, Arizona. Arbitration shall be before one (1) arbitrator (a) selected by mutual agreement of the parties reached fifteen (15) days after the AAA has sent confirmation of notice of filing of the demand for arbitration, or, (b) if no mutual agreement can be reached within that time, appointed by the AAA. Any such arbitrator shall be an attorney at law who has practiced law for at least ten (10) years in either general commercial litigation or general corporate and commercial matters. The arbitrator shall not be empowered to award punitive damages or damages in excess of actual damages. Any award of arbitration shall be in United States Dollars if monetary in nature, shall be final and legally binding, may be entered into judgment in any court of competent jurisdiction, and may be enforced in any jurisdiction in which the party against whom enforcement is sought maintains assets. Except as required by applicable law, all arbitral proceedings and any evidence submitted therein (and particularly, but without limitation, any trade secrets, intellectual property and other information in which either of the parties has an expectation of privacy) shall be kept confidential.

**10. NOTICES.** Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via nationally-recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused (iii) the date such mail is returned or (iv) three (3) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via internationally-recognized overnight courier capable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, “business day” means a day on which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party.

**If to MCA:**

Media Capital Advisors, Inc.  
824 Topaz Drive  
West Chester, PA 19382  
Attention: Steven R. Bitner  
Phone: (610) 701-0961  
Fax: (866) 688-5715

**If to Client:**

Tubac Fire District  
2227 E. Frontage Road  
Post Office Box 2881  
Tubac, Arizona 85646-2881  
Attention: Cheryl Horvath  
Phone: (520) 398-2225

**11. SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.

**12. ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided herein. This Agreement may not be amended or modified in any way except by a writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party, provided, however, that MCA may assign all of its rights and delegate all of its duties under this Agreement to any successor entity to which all or substantially all of the assets of MCA are transferred, whether by merger, successive mergers, sale or otherwise. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

**13. WAIVER.** No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.

**14. FAX COUNTERPARTS.** This Agreement may be entered by the parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each other party.

This Agreement may be delivered to such other parties via fax. Any party's faxed signature shall be deemed an original and binding signature as of the date set forth above.

**15. AUTHORITY.** The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.

**16. CANCELLATION IN ACCORDANCE WITH A.R.S. § 38-511.** Within 3 years of the Effective Date, Client may cancel this Agreement, without penalty or further obligation to MCA, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Client is, at any time during the Term, (a) an employee or agent of any MCA in any capacity, or (b) a consultant to MCA with respect to the subject matter of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date indicated above.

**MEDIA CAPITAL ADVISORS, INC.**

**TUBAC FIRE DISTRICT**

**BY:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Print Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Print Title:** \_\_\_\_\_

Exhibit A

Tower locations:

SITE NAME	FCC REG #	ADDRESS	CITY	STATE	COUNTY
TFD Peck Canyon	Not registered	455 Camino Agosta	Rio Rico	AZ	Santa Cruz