



March 3, 2020

Re: Communications Facility located at [REDACTED]

Contract #: [REDACTED] / FA#: [REDACTED]

Dear [REDACTED]

Thank you for responding positively to the letter that was sent to you in regards to the AT&T TOSS Program. AT&T Mobility ("AT&T") has engaged Md7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

Criteria for Cellular Site Retention:

AT&T will need the following to secure a longer-term lease with you:

- **\$2,500.00** per month, commencing **June 1, 2020**
- **2%** rent increase every year, commencing **April 1, 2021**
- Extension of Lease through **March 31, 2046**
- Lease provisions as listed below in order of vitality for AT&T

Or

- **Lump Sum Payment Option:** Provide a one-time lump sum payment of **\$371,954.00**. In return, you will grant a fifty five (55) year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to maintain its long-term flexibility, AT&T will also require many of the following lease provisions to address future technological and network changes:

- **Expansion of Permitted Use**

"Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the

terms of this section, in addition to any other rights it may have at law, Lessee may terminate this Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee."

■ Termination

"In addition to any rights that may exist in the Lease, Lessee may terminate the Lease at any time with thirty (30) days prior written notice to Lessor."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to March 21, 2020. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.

Thank you for your consideration.

Sincerely,



Michael [REDACTED]

Lease Consultant

d: (858) 366-[REDACTED]
a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130
e: [REDACTED]@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Director-Network Planning, AT&T Mobility





10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

March 17, 2020

Re: AT&T Cell Site Lease | FA: [REDACTED] Site Name: [REDACTED]

Dear [REDACTED]

AT&T is in a very competitive space and we need to ensure that our lease terms and conditions are supportive of our current and future needs. AT&T has the option to either extend or terminate the above referenced lease ("Lease") in approximately three years. AT&T is instituting a new program to evaluate terms and conditions of all leases coming up for renewal, explore advance renegotiation options and consider possible alternative site locations. Our first choice is to create a new agreement that serves both parties well. Conditions we desire to implement in all new "go forward" leases include:

- "Real Estate Rights": In its simplest form, a lease right to utilize the entire RAD center without any "per touch" rent upcharges.
- Rents reduced to competitive rates.
- Reduced or no annual escalators (depending on other terms of the overall new deal).
- "Fair" early termination rights.

As you know, it takes time to negotiate, plan and execute a site relocation. That is why AT&T's review process is starting now. Please review the specifics of our Lease agreement and advise if you are willing to enter into discussions regarding a new, modified contract. For new terms consistent with the above, AT&T will in turn consider additional term extensions.

AT&T will appreciate a reply within 60 days of receipt of this letter. A "no" or non-response will trigger AT&T's review of alternate locations. A positive response will be appreciated, but satisfactory terms and conditions must be negotiated within 90 days or AT&T will continue to evaluate alternative site locations. Responses may be sent via email, standard mail, or called in as designated below. Please reference FA number [REDACTED] in your response so that AT&T may ensure your response is documented accordingly. AT&T values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

Gregory D. Ohmer
Director – Network Planning

Email Responses to: [REDACTED]@att.com with a Subject line of Partnership - FA [REDACTED]

Mail Responses to: AT&T Cell Site Partnership [REDACTED]
Rm 12D67
575 Morosgo Dr. NE
Atlanta, GA 30324-3300

Telephone Number: 888-517-1212 (8am to 5pm PDT)