



July 28, 2016

City of Rapid City  
Attention: Rod Seals  
300 6TH Street  
Rapid City, SD 57701  
605-394-4180

**RE: Business Unit # 857880**  
**Site Name ZAL - SDRC\_FORESTPARK**

Dear Mr. Seals:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between NCWPCS MPL 30 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") and City of Rapid City ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated November 5, 2001, as may be amended ("Lease") for property located in Rapid City, Pennington County, SD ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section 5 that there are three (3) remaining renewal terms of five (5) years each. That Lease section will be amended to provide that the remaining term of the Lease will be nine (9) renewal terms of five (5) years each. The new final Lease expiration date will be January 31, 2062.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

2a. Lessee agrees to pay Lessor the sum of Seven Thousand Hundred and No/100 Dollars (\$7,000.00) for executing and delivering the Letter Agreement to Lessee by no later than August 10, 2016, and executing and delivering the Lease Amendment to Lessee within ten (10) days of receipt of the executable document(s) (the "Expedite Fee"). Lessor understands time is of the essence and if the signed Lease Amendment (and any applicable memorandum of lease and/or amendment) is not delivered to Lessee within the specified time period, Lessor forfeits the Expedite Fee. Lessor further agrees that if the Lease Amendment is not fully executed for any reason, Lessor forfeits the Expedite Fee. The Expedite Fee is a one-time payment due and payable within sixty (60) days of the full execution of the Lease Amendment.

2b. On October 1, 2016 rent shall continue at One Thousand Five Hundred Twelve and 50/100 Dollars (\$1,512.50) per Month.

2c. Commencing on February 1, 2022 and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to 3% of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

2d. Lessee will have the right to sublease or license use of the Property without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed

2e. In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease, as further consideration for the right to exclusively use and lease the Property, if, after full execution of the Lease Amendment, Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Lessee agrees to pay to Lessor twenty percent (20%) of the rental, license or similar payments actually received by Lessee from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Lessee to do so. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of the Lease Amendment shall be expressly excluded from the Additional Rent and Lessor shall have no right to receive any portion of such revenue.

2f. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. If Lessor's notice covers portions of Lessor's parent parcel beyond the Property, Lessee may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

8. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:  
The City of Rapid City

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee:  
NCWPCS MPL 30 – Year Sites Tower Holdings LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_