_____, 2017

City of Millville
12 South High Street
Millville, NJ 08332

RE: That certain Land Lease Agreement ("**Agreement**") dated September 3, 2015, as amended by that certain First Amendment to Lease/Agreement/License dated February 22, 2016, and as further amended by that certain Second Amendment to Land Lease Agreement dated September 9, 2016, by and between the City of Millville, a municipal corporation ("**Landlord**") and TowerCo 2013 LLC, a Delaware limited liability company (as successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company) ("**Tenant**") (as amended and assigned, the "**Lease**").

Site ID / Site Name: NJ0095 / DT Millville

Dear City of Millville:

This binding letter agreement ("**Letter Agreement**") sets forth a proposal by TCO IV LLC, a Delaware limited liability company ("**Grantee**") to the City of Millville, a municipal corporation ("**Grantor**"), to acquire from Grantor certain easements and to take assignment of the Lease, all as more particularly set forth in this Letter Agreement.

For good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed by Grantor and Grantee, the parties agree as follows:

1. Grantor owns the real property subject to the Lease located in Cumberland County, New Jersey, more specifically described on **Exhibit A** attached hereto (the "**Property**").

2. Grantor shall sell and grant to Grantee and Grantee shall purchase from Grantor a perpetual exclusive easement in and to that portion of the Property described on **Exhibit B** (the "**Exclusive Easement**") and a perpetual non-exclusive easement for access and utilities in and to that or those portions of the Property described on **Exhibit C** (collectively, the "**Access & Utility Easement**") (the Exclusive Easement and the Access & Utility Easement are collectively referred to herein as the **"Easements"**). Grantee and Grantor will enter into a grant of easement (the "**Easement Agreement**"), pursuant to which Grantee will acquire the Easements from Grantor. The Easement Agreement will be in the form attached hereto as **Exhibit D**.

3. Grantor shall sell and assign to Grantee and Grantee shall accept all of Grantor's right, title and interest in and to the Lease, and Grantee shall assume all of Grantor's obligations under the Lease. To effect the assignment of the Lease, Grantee will enter into an assignment of lease ("**Lease Assignment**"). The Lease Assignment will be in the form attached as **Exhibit E**.

4. The purchase price (the "Purchase Price") for the grant of the Easements and the assignment of the Lease (collectively, the "Acquisition") shall be Two Hundred and Forty-Five Thousand Dollars and No Cents ($245,000.00). Subject to the satisfaction of the contingencies described in Section 5 of this Letter Agreement to the Grantee's sole satisfaction, the parties hereby agree that the Acquisition shall occur on or before sixty (90) days following the latter signature hereto (the "**Closing**").

5. Consummation of the Acquisition will be subject to:

a. The execution of the Easement Agreement, the Lease Assignment all related documents, mutually acceptable in form and substance, as are customary in real estate closings in the jurisdiction where the Property is located, as reasonably required by Grantee's title insurance company.

b. Receipt by Grantee of a survey, obtained by Grantee at its sole cost, in form and substance satisfactory to Grantee and Grantor (the "**Survey**"). The Survey shall be provided to Grantor in advance of the Closing. The legal descriptions from the Survey shall be used to complete the descriptions of the Easements on the final executed and recorded Easement Agreement.

c. Receipt by Grantee of (i) a title commitment, with respect to the Property, to be obtained by Grantee at its sole cost, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except for the Lease and such other matters as may be acceptable to Grantee. Any party holding a foreclosable lien with respect to all or any portion of the Easements must agree to not disturb the Easements and Lease Assignment in writing, on a form mutually acceptable to the parties.

d. The use of the Easements by Grantee and the financial transaction contemplated herein is satisfactory to Grantee (this determination being made in Grantee's sole discretion).

e. Payment of the Purchase Price to Grantor.

6. During the period in which this Letter Agreement is in effect, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any acquisition or purchase of the Property.

7. Irrespective of whether the transactions contemplated by this Letter Agreement are consummated, Grantee and Grantor each will pay their own out-of-pocket expenses, including their own attorneys' fees, if any. In addition to the foregoing, unless otherwise provided in this Letter Agreement, Grantee agrees that it will pay all costs for administrative transactional fees, recording fees for closing the Acquisition, and transfer fees for the Easement Agreement.

8. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Acquisition, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.

9. The parties hereby agree that if either party to this Letter Agreement breaches by non-performance of its obligations as required herein, then the non-breaching party, in its sole discretion, may elect to pursue any and all available remedies at both law and/or equity, which remedies may include, without limitation, specific performance of this Letter Agreement and costs associated with the pursuit of such action, and/or monetary damages.

10. Grantor represents and warrants as of the date of this Letter Agreement that:

a. Grantor 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 required by this Letter Agreement.

b. Grantor has no knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property;

c. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property.

d. Grantor owns 100% of the "Landlord's" interest in the Lease, and has the right to assign its interest in the Lease to Grantee as provided in this Letter Agreement, without the consent of the tenant under the Lease.

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease to any other person or entity.

f. To Grantor's knowledge, Grantor has complied in all material respects with the applicable laws affecting the Lease.

g. There are no actions, whether voluntary or otherwise, pending against Grantor under the bankruptcy or insolvency laws of the United States or any state thereof.

h. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property.

i. Grantor covenants that the foregoing representations and warranties will be true and correct as of the Closing. Grantor's representations, warranties and covenants shall survive the Closing.

j. Grantor shall cooperate with Grantee in satisfying any contingencies described in Section 5 or otherwise in this Letter Agreement.

11. Grantee represents and warrants as of the date of this Letter Agreement that:

a. Grantee 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 required by this Letter Agreement.

b. Grantee has no knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property;

c. Grantee has no knowledge of any special or general assessment levied, pending or threatened against the Property.

d. There are no actions, whether voluntary or otherwise, pending against Grantee under the bankruptcy or insolvency laws of the United States or any state thereof.

e. Grantee covenants that the foregoing representations and warranties will be true and correct as of the Closing. Grantee's representations, warranties and covenants shall survive the Closing.

f. Grantee shall cooperate with Grantor in satisfying any contingencies described in Section 5 or otherwise in this Letter Agreement.

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.

Grantee:
TCO IV LLC, a Delaware limited liability company

By: _____

Name: Daniel Hunt

Title: Vice President & CFO

Date: _____

Grantor:
City of Millville, a municipal corporation

By: _____

Name:

Title:

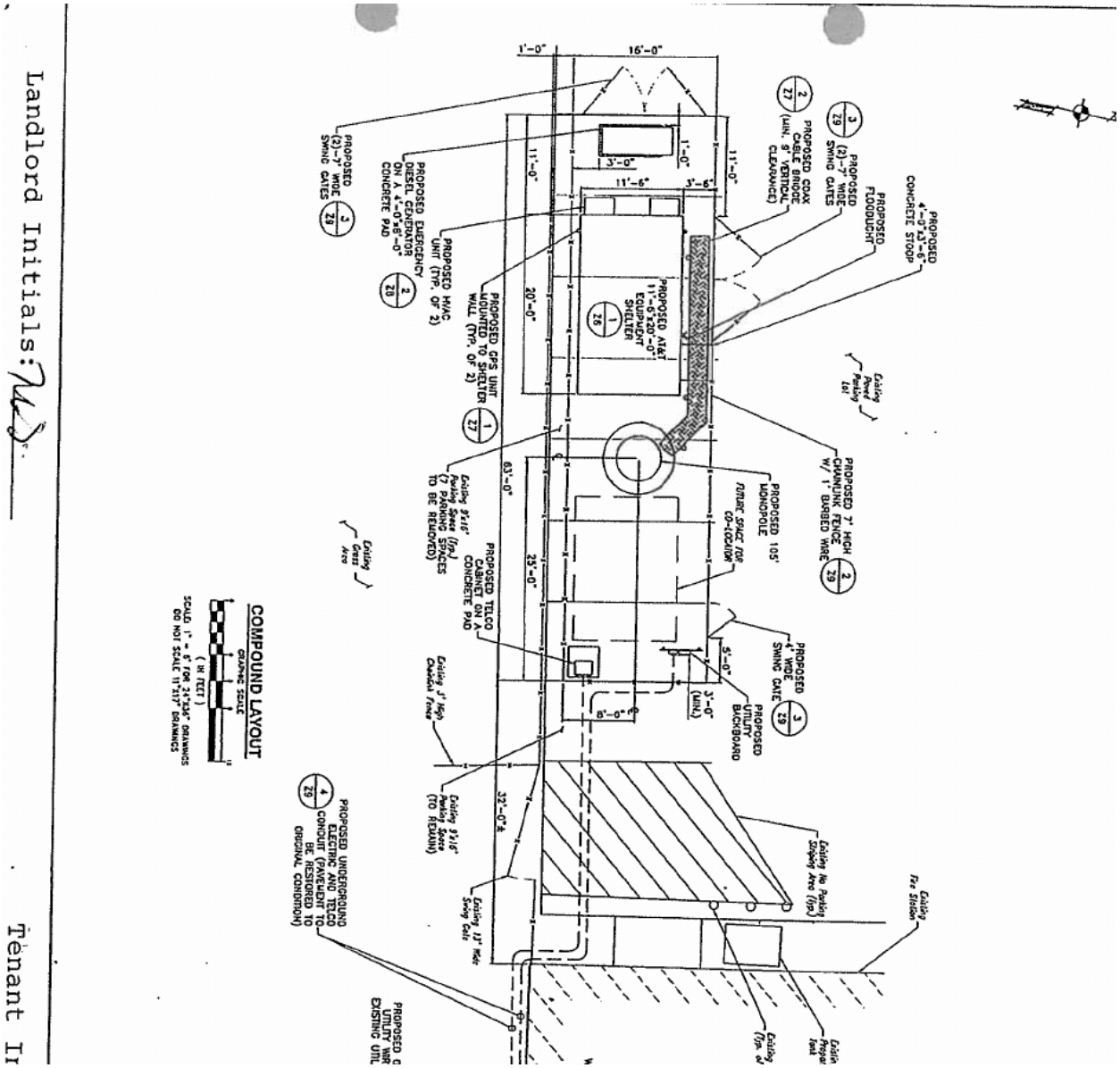
Exhibit A
The Property

ALL THAT CERTAIN LOT OF LAND SITUATE IN THE CITY OF MILLVILLE, IN THE COUNTY OF CUMBERLAND AND STATE OF NEW JERSEY, BOUNDED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF QAK STREET WITH THE WESTERLY LINE OF BUCK STREET, THE SAME BEING AT THE SOUTHWEST CORNER OF OAK AND BUCK STREETS, AND RUNS FROM THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF BUCK STREET ONE HUNDRED AND FORTY-SIX FEET TO A CORNER OF LAND HERETOFORE, MAY 26, 1885, CONVEYED BY THE GRANTOR HEREIN TO EDWARD R. WOOD; THENCE ALONG THE LINE OF FORMERLY SAID EDWARD R. WOOD LAND NORTH EIGHTY-EIGHT DEGREES AND FORTY MINUTES WEST, TWO HUNDRED AND THIRTY-EIGHT FEET TO A CORNER OF SAME IN THE LINE OF ALICE RILEY'S LOT; THENCE ALONG HER LINE OF SAME IN A NORTHERLY DIRECTION AND PARALLEL WITH THE WESTERLY LINE OF BUCK STREET, TWENTY-ONE AND NINE-TENTHS FEET TO A CORNER OF SAID ALICE RILEY'8 LOT; THENCE STILL ALONG HER LINE Of SAME NORTH £ EIGHTY-NINE DEGREES AND THREE MINUTES WEST, ONE HUNDRED AND FOUR-TENTHS FEET TO A CORNER IN THE EASTERLY LINE OF DOCK STREET; THENCE, ALONG THE EASTERLY LINE OF DOCK STREET IN A NORTHERLY DIRECTION ONE HUNDRED AND THIRTY-NINE AND SEVEN-TENTHS FEET TO THE POINT OF INTERSECTION OF THE EASTERLY LINE OF DOCK STREET WITH THE SOUTHERLY LINE OF OAK STREET; THENCE ALONG THE SOUTHERLY LINE Of SAID OAK STREET IN AN EASTERLY DIRECTION THREE HUNDRED AND THIRTY-NINE AND FOUR-TENTHS FEET TO THE PLACE OF BEGINNING.

Exhibit B
Exclusive Easement

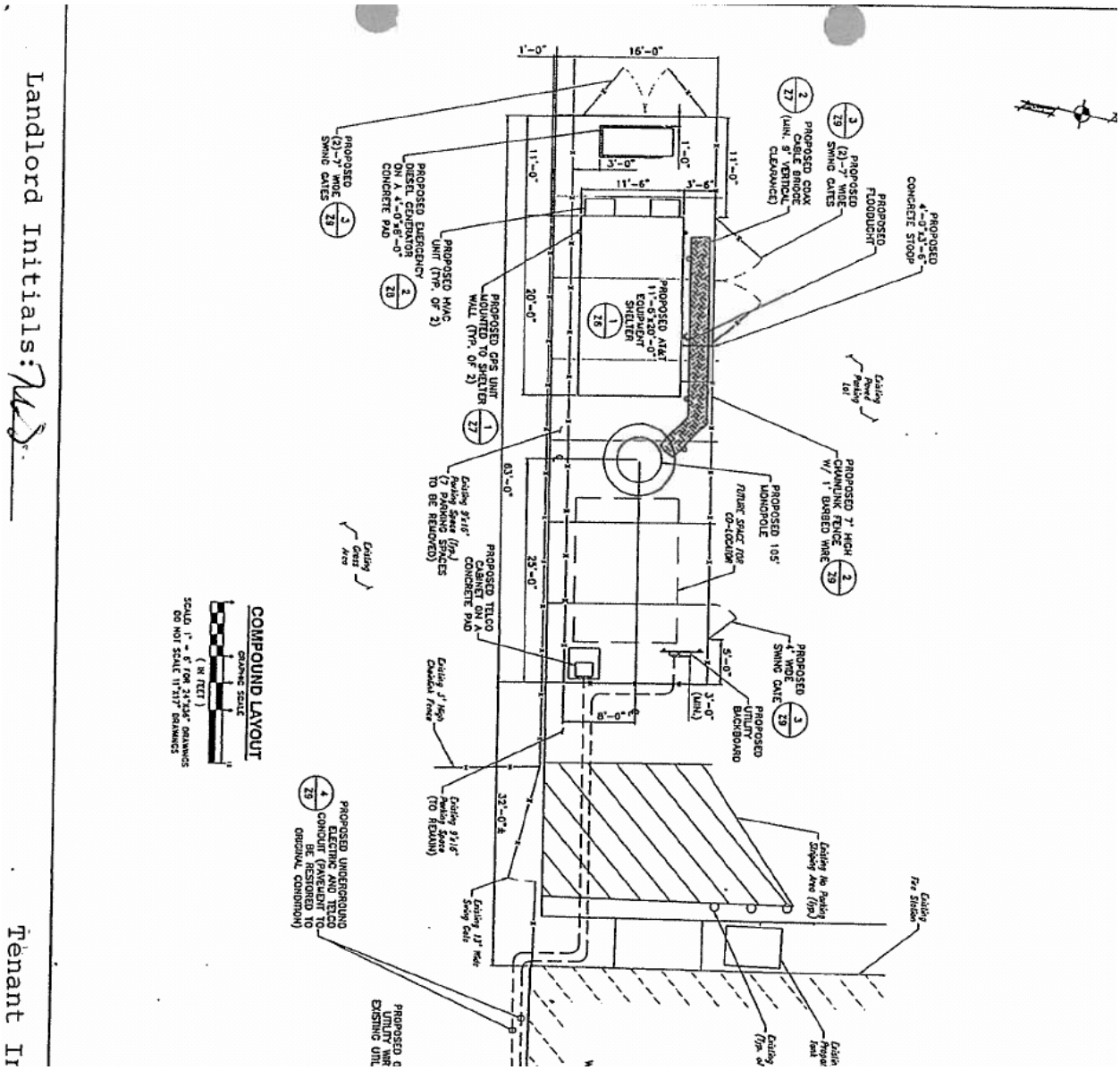
That area of land being a total of approximately 1,008 square feet (63’ x 16’), being a part of the Property described on Exhibit A and depicted as follows:



NOTE: The legal description on this Exhibit may be replaced by descriptions obtained from a new land survey of the Property to be obtained by Grantee. It is expressly understood that the exclusive portion of the Easements is intended to include all areas occupied by the Tenant under the Lease.

Exhibit C
Access & Utility Easement

A strip of land, for access and utilities, over and across the parcel described on Exhibit A and serving the property shown on Exhibit B



NOTE: The legal description on this Exhibit may be replaced by descriptions obtained from a new land survey of the Property to be obtained by Grantee. It is expressly understood that the non-exclusive portion of the Easements shall include all of the access and utility easements, or similar or appurtenant rights of use, that are used by the Tenant under the Lease.