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February 1, 2006

Via First Class and Electronic Mail

Attorney John Knuff
Hurwitz Sagarin & Slossberg, LLC
147 North Broad Street
P.O. Box 112
Milford, CT 06460

RE: DDR Guilford LLC Proposal
1919 Boston Post Road, Guilford

Dear John:

It is my understanding that DDR Guilford LLC ("DDR") wishes to proceed with the telecommunication tower relocation as discussed and outlined in our collective correspondences in the last few months. Our first steps will be to contact the carriers, draft a lease amendment, and order the materials that will be filed with the Technical Report and Certificate application. Of course, Global Signal ("Global") has indicated its willingness pursue this matter with speed and exigency as desired by DDR.

Prior to doing so however, it is important for the parties to enter into an agreement so that we are all clear as to how cost and fee reimbursements will be made to Global.

The parties agree that:

- DDR will be responsible for the professional fees and costs incurred by Global Signal (whether provided by Global Signal employees, outside counsel or contractors) to i) review new lease agreement(s), contracts and easements, etc.; ii) negotiate and obtain new telecommunications site agreements with its tenants; iii) acquire the engineering and environmental reviews necessary to evaluate and consummate DDR's relocation proposal; and iv) any other transactional step required to realize contractual approval for the relocation of this facility. This shall include the legal fees required to review all proposed contracts as well as fees incurred to date in furtherance of the project, to negotiate agreement with DDR and correspond with its counsel and agents.
- Global will retain control of obtaining the regulatory approvals for the relocation at DDR's sole cost and expense and shall use its best efforts to obtain such approvals. These costs will include legal fees and costs, engineering expenses, filing fees,

- environmental reviews, and any other expense required or recommended to obtain regulatory approval for the relocation of the tower and its tenants
- DDR shall be responsible for all costs and fees associated with the construction of the facility at the new location, all of the appurtenant expenses to making the facility functional (e.g. power, telephone, permits, etc.), the cut-over of all of the equipment from one tower to the other, and the dismantling and removal of the existing facility. This construction and relocation shall be undertaken by contractors selected or approved by Global. Global shall use its best efforts to minimize costs for labor and materials, including obtaining bids for such work in those cases where it is commercially reasonable to do so. Upon the removal of the existing facility, DDR may, in its sole discretion, retain the existing monopole tower or any salvage value thereof.
- Global shall undertake the transactional and regulatory work as set forth above. DDR shall promptly reimburse Global for the costs and fees it incurs or advances in the furtherance of the project. Global shall provide DDR with written notice and reasonable supporting documentation of the expenses it has advanced and costs it has incurred. DDR shall reimburse advanced expenses in full within 30 days of such notice. DDR shall reimburse Global's costs within 30 days of such notice. If DDR fails to make the payment within the specified time Global shall be entitled to (ten) 10% compounding interest on the amount owed, and may terminate the relocation project at its sole discretion.
- Global has provided DDR with a cost estimate for the materials and fees involved in this project, namely Relocation - Time and Cost Estimate dated October 20, 2005 ("Estimate"). This is our best assessment of what we believe DDR should anticipate if they wish to proceed with this tower location project. Because it is only an estimate, these costs and fees may fluctuate up or down, depending upon individual aspects of the project. If Global anticipates that any expense or fee will exceed that cited in the Estimate it will provide written notice to DDR.
- Global will provide DDR with notice of any change in circumstance that may have a material impact to the time or cost estimates. One such example is the recent change in the Siting Council's assessment procedures. The Council did not previously assess tower companies, only FCC licensed carriers. The Council is now authorized to assess any entity that comes before it. The assessment includes the costs associated with staff time, publication costs, and materials involved in the adjudication of an application. One of our recent tower projects was assessed for \$4,300 00. DDR should expect an assessment in this neighborhood (perhaps slightly less) which assessment would not have been included in the Estimate.
- Global shall provide to DDR copies of all correspondence, reports, applications, testimony, approvals, bids and all other documents related to the relocation of the Tower, except to the extent that such correspondence and documentation includes communication that is attorney-client privileged or contains information that is proprietary.

- Global shall provide to DDR weekly status reports regarding all aspects of the Tower relocation, which reports shall include a summary of costs expended and notification of any costs not previously discussed. DDR acknowledges that the preparation of these weekly status reports was not contemplated in the original Global cost/fee estimate, and that such reports will add to the cost of the transactional fee estimate.
- Copies of all notices required by this Agreement shall be sent to Tim Bruce, Executive Vice President Development, Developers Diversified Realty, 3300 Enterprise Parkway, P.O. Box 228042, Beachwood, Ohio 44122 with a copy to John W. Knuff, Esq., Hurwitz, Sagarin, Slossberg & Knuff, 147 North Broad Street, P.O. Box 112, Milford, Connecticut 06460. Global may transmit these notices, particularly the weekly status reports, via e-mail to both DDR representatives.
- Finally, DDR may, in its sole and absolute discretion, elect to terminate all efforts to relocate the Tower upon written notice to Global. In such event, DDR shall be responsible for all costs and expenses incurred prior to and as a result of such termination.

Agreed and Accepted by **DDR GUILFORD LLC**

By 

Name: DANIEL B. HURWITZ

Title: SENIOR EXECUTIVE VICE PRESIDENT
Duly Authorized

Agreed and Accepted by **Global Signal**

By 

Name: Jason Catalini

Title: Senior Director, Real Estate
Duly Authorized