

SECOND TOLLING AGREEMENT AMENDMENT

The parties to this amendment are, on the one hand, Pacific Bell Telephone Company, AT&T Mobility LLC, and AT&T corp. (collectively, "AT&T"), T-Mobile West LLC ("T-Mobile"), Level 3 Communications LLC ("Level 3") and Sprint Telephony PCS, L.P. ("Sprint") and, on the other hand, the County of Yolo, CA (the "County"). AT&T, T-Mobile, Level 3, Sprint, and the County are hereinafter referred to as "Parties," and individually as a "Party."

Recitals

WHEREAS, AT&T, T-Mobile, Level 3 and the County previously entered into a tolling agreement in November 2020 (the "Tolling Agreement"). That agreement tolled the running of time-limitation defenses for judicial actions for property tax refund claims for tax year 2014-2015 and 2015-2016 that Claimants had submitted to the County in or around November 2018 and November 2019. The tolling period for the tolling agreements is set to expire when final judgment is entered in the Riverside Action, as that term is defined in the Tolling Agreement.

WHEREAS, the AT&T, T-Mobile, Level 3 and the County collectively entered into a tolling agreement amendment on or about October 26, 2021. That agreement amended Tolling Agreement to include the 2016-2017 Claims for Refund, such that the time to file judicial actions on those claims for refund shall be tolled pursuant to the "Tolling Period," as defined in the Tolling Agreement

WHEREAS, in or around October 2021 (as to Sprint), November 2021 (as to AT&T and T-Mobile) and March 2022 (as to Level 3) Claimants submitted to the County claims for property tax refunds for tax year 2017-2018.

WHEREAS, the County denied those claims in November 2021 (as to AT&T, Sprint and T-Mobile.)

WHEREAS, the Parties also wish to toll the limitation period for Claimants to bring judicial actions challenging the County's denial of the 2017-2018 claims ("2017-2018 Claims for Refund.").

Terms

NOW, THEREFORE, for good and valuable consideration as reflected here, the receipt of which is hereby acknowledged, the Parties hereby agree that:

This agreement amends the Tolling Agreement to include the 2017-2018 Claims for Refund, such that the time to file judicial actions on those claims for refund shall be tolled pursuant to the "Tolling Period," as defined in the Tolling Agreement. The terms of that agreement are otherwise incorporated by reference.

WHEREFORE, the undersigned have executed this Tolling Agreement

DATED: May __, 2022

CLAIMANT AT&T

By _____
Name _____
Title _____

DATED: May __, 2022

CLAIMANT SPRINT

By _____
Name _____
Title _____

DATED: May __, 2022

CLAIMANT T-MOBILE

By _____
Name _____
Title _____

DATED: May __, 2022

CLAIMANT LEVEL 3

By _____
Name _____
Title _____

DATED: May __, 2022

COUNTY OF YOLO

By _____
Name _____
Title _____