



October 9, 2018

Dear RTK Network Participant:

As many of you know, AllTerra Central, Inc. (“AllTerra”) recently acquired Western Data Systems, Inc. (“WDS”). Since this acquisition, AllTerra has been in the process of evaluating the arrangements that WDS has in place, including the RTK Cooperative Network (the “Network”).

The purpose of the Network remains, as always, to provide you and other Subscribers with GNSS Networked VRS connections. With this objective in mind, we have examined the current structure of the Network and, based on conversations with AllTerra’s tax and legal counsel, we have concluded that it is in the best interests of the Network and its current members that AllTerra transition the current Network to a subscription service that will be offered and managed by AllTerra.

There are a number of reasons for this decision. Most importantly, streamlining management, administration and control of the Network will allow all of us to better utilize and leverage its resources. You have paid annual service fees (or otherwise funded your membership) over the course of your participation in the Network. WDS, as the Network’s administrator, has applied a portion of those fees to the purchase of new hardware as well as to maintaining and optimizing services and software and paying administrative fees. However, transitioning to a centrally managed service will allow AllTerra to apply the remaining capital (and future subscription fees) in a more deliberate, targeted way that will expand and improve Network resources and coverage.

Additionally, the Network is liable for certain outstanding federal income taxes with respect to membership dues and for certain outstanding state property tax obligations with respect to the equipment. The current income tax and property tax liabilities are in excess of six figures. Given the current structure of the Network, there is no identifiable taxpayer. As a result, these liabilities are, presumably, to be divided pro rata among the members of the Network. Accrued and unpaid amounts will continue to increase, and parties ultimately deemed to be responsible could be subject to fines and penalties for ongoing failure to pay.

In making this transition, AllTerra will acquire from the existing members of the Network any ownership rights that such members may have with respect to the Network in exchange for the assumption by AllTerra from such members of any and all liabilities relating to management, administration and maintenance of the Network. These assumed liabilities will include, without limitation, all obligations of the Network with respect to accrued and unpaid income, property and other taxes (and any applicable fines or penalties resulting from such non-payment). The assumption of these liabilities and the reimbursements described below will serve as the sole compensation with respect to any “membership” stake you may have in the Network.

In order to continue accessing the Network, you must take action as set forth below by NO LATER THAN DECEMBER 1, 2018 (the “Deadline”).

If you would like to maintain access to the Network:

Please sign the RTK Subscription Agreement attached hereto (the “Subscription Agreement”) and return it to AllTerra via e-mail or mail using the information below. If you return your signed Subscription Agreement on or prior to the Deadline, you will have

AllTerra Central, Inc.

116 E. Huntland | Austin, Texas 78752 | USA | 512.282.4099 Phone | 512.419.0084 Fax | www.allterracentral.com

no interruption in access to the Network assuming timely payment of all future subscription fees (as set forth in the Subscription Agreement). Once we have a completed census of all users electing to continue as subscribers, we will issue a credit to future subscription fees for the pro-rata net value of the services fees paid.

Please note that if you currently own equipment that is being used by the Network, we will contact you separately to discuss how AllTerra proposes to account for such ownership and whether and to what extent AllTerra anticipates that the Network will continue to utilize such equipment.

If you choose not to continue participation in the Network:

Please sign below indicating that you are electing not to continue participation and return this election to AllTerra. However, please note that, if we do not receive your signed Subscription Agreement on or prior to the Deadline, you will be deemed to have elected not to participate in the Network. Once we have a completed census of users electing to decline membership, we will perform an accounting of the pro-rata net value of the services fees paid and will refund you via a check for such amount (your “**Pro Rata Payment**”) delivered to the address you provide below and will deactivate your login credentials as of the Deadline.

Regardless of whether you sign a Subscription Agreement, and regardless of whether you execute the acknowledgment below, effective as of the Deadline, you will no longer have access to the Network. Furthermore, by receipt of your Pro Rata Payment and without any further action on your part or on the part of the Network or AllTerra, you (and your successors and assigns, if any) will be deemed to have relinquished any and all ownership rights with respect to any part of the Network and to have fully released the Network, AllTerra and its affiliates from any past, present or future claims with respect to any past, present or future ownership interest you may have in the Network and with respect to any contracts pertaining to the Network to which you are a party.

Please return all materials via e-mail at VRSAgreements@AllterraCentral.com or to the following address:

116 E Huntland Drive
Austin, TX 78752

We urge you to consult with your own tax and legal advisors with respect to this matter. Furthermore, if you would like any information regarding the Network or this transition prior to determining whether to enter into a Subscription Agreement, please do not hesitate call me at 512-282-4099 or email me at bobby.hempfling@AllterraCentral.com. I would be happy to speak with you personally about this change, and I look forward to hearing from you.

Sincerely,

Bobby Hempfling
President, AllTerra Central, Inc.,
Western Data Systems, Inc.



NON PARTICIPATION AGREEMENT

I have read and understand the email communication distributed by AllTerra Central, Inc. (“AllTerra”) regarding transitioning control of the RTK Cooperative Network (the “Network”) to AllTerra. By signing below, I hereby elect **NOT** to participate in the Network on and after December 31, 2018, and I acknowledge that, effective December 31, 2018, I (and my successors and assigns, if any) will be deemed to have relinquished any and all ownership rights with respect to any part of the Network and to have fully released the Network, AllTerra and its affiliates from any past, present or future claims with respect to any past, present or future ownership interest I may have in the Network or with respect to any contracts pertaining to the Network to which I am a party.

Participant

Date of Signature