UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) OR 13(E)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

CoreSite Realty Corporation

(Name of Subject Company (Issuer))

Appleseed Merger Sub LLC

(Offeror)

American Tower Corporation
American Tower Investments LLC
Appleseed Holdco LLC

(Parents of Offeror)
(Names of Filing Persons)

Common Stock, Par Value $0.01 Per Share
(Title of Class of Securities)

21870Q105
(Cusip Number of Class of Securities)

Edmund DiSanto, Esq.
Executive Vice President, Chief Administrative Officer, General Counsel and Secretary
c/o American Tower Corporation
116 Huntington Avenue
Boston, Massachusetts 02116
(617) 375-7500
(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

Benet J. O'Reilly
Kimberly R. Spoerri
Michael Saliba
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
212-225-2000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$7,526,200,220.00	**$697,678.76**

* Estimated solely for purposes of calculating the filing fee pursuant to Rule 0-11(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Transaction Valuation was calculated on the basis of the sum of (i) the product of (x) 43,672,637 shares of common stock of CoreSite Realty Corporation ("CoreSite") issued and outstanding (other than shares subject to restricted stock awards of CoreSite and performance stock awards of CoreSite) and (y) the offer price of $170.00 per share, (ii) the product of (x) 80,710 shares of common stock issuable pursuant to outstanding restricted stock units of CoreSite and (y) the offer price of $170.00 per share, and (iii) the product of (x) 518,419 shares of common stock subject to outstanding restricted stock awards of CoreSite and performance stock awards of Coresite and (y) the offer price of $170.00 per share. The calculation of the filing fee is based on information provided by CoreSite as of November 23, 2021.

** The filing fee was calculated in accordance with Rule 0-11 under the Exchange Act and Fee Rate Advisory #1 for fiscal year 2022, effective October 1, 2021, by multiplying the transaction value by 0.00009270.

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable. **Filing Party: Not applicable.**
Form or Registration No.: Not applicable. **Date Filed: Not applicable.**

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the offer by Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), to purchase all of the outstanding shares of common stock, $0.01 par value per share ("Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price of $170.00 per Share, without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions described in the Offer to Purchase dated November 29, 2021 (together with any amendments or supplements thereto, the "Offer to Purchase") and in the accompanying Letter of Transmittal (together with any amendments or supplements thereto and with the Offer to Purchase, the "Offer"), which are annexed to and filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. This Schedule TO is being filed on behalf of ATC, Parent, Holdco and Purchaser. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase. A copy of the Agreement and Plan of Merger, dated as of November 14, 2021, among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company, CoreSite, CoreSite, L.P., a Delaware limited partnership (the "OP"), and ATC, is attached as Exhibit (d)(1) hereto and incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO.

ITEM 1. SUMMARY TERM SHEET.

The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) The subject company and the issuer of the securities subject to the Offer is CoreSite Realty Corporation. Its principal executive office is located at 1001 17th Street, Suite 500, Denver, Colorado 80202, and its telephone number is (866) 777-2673.

(b) This Schedule TO relates to the Shares. According to CoreSite, as of the close of business on November 23, 2021, there were (i) 44,191,056 Shares issued and outstanding (including 518,419 Shares subject to restricted stock awards of CoreSite and performance stock awards of CoreSite); and (ii) 80,710 Shares underlying outstanding restricted stock units of CoreSite.

(c) The information concerning the principal market, if any, in which the Shares are traded and certain high and low sales prices for the Shares in the principal market in which the Shares are traded set forth in Section 6—"Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a)—(c) The filing companies of this Schedule TO are ATC, Parent, Holdco and Purchaser. Each of ATC's, Parent's, Holdco's and Purchaser's principal executive office is located at c/o American Tower Corporation, 116 Huntington Avenue, Boston, Massachusetts 02116, and the telephone number of each is (617) 375-7500. The information regarding ATC, Parent, Holdco and Purchaser set forth in Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser" and Schedule A of the Offer to Purchase is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a), (b) The information set forth in Section 8—"Certain Information Concerning CoreSite," Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser," Section 10—"Background of the Offer;

Contacts with CoreSite," Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements" and Schedule A of the Offer to Purchase is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a), (c)(1)—(7) The information set forth in the sections of the Offer to Purchase titled "Summary Term Sheet" and "Introduction" and in Section 6—"Price Range of Shares; Dividends," Section 7—"Possible Effects of the Offer on the Market for the Shares; NYSE Listing; Exchange Act Registration and Margin Regulations" and Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements" of the Offer to Purchase is incorporated herein by reference.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a), (d) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and in Section 12—"Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(b) The Offer is not subject to a financing condition.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

The information set forth in Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser," Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements" and Schedule A of the Offer to Purchase is incorporated herein by reference.

ITEM 9. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.

(a) The information set forth in Section 3—"Procedures for Tendering Shares," Section 10—"Background of the Offer; Contacts with CoreSite" and Section 16—"Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

Not applicable. In accordance with the instructions to Item 10 of the Schedule TO, the financial statements are not considered material because:

(a) the consideration offered consists solely of cash;

(b) the Offer is not subject to any financing condition; and

(c) the Offer is for all outstanding securities of the subject class.

ITEM 11.ADDITIONAL INFORMATION.

(a) The information set forth in Section 7—"Possible Effects of the Offer on the Market for the Shares; NYSE Listing; Exchange Act Registration and Margin Regulations," Section 10—"Background of the Offer; Contacts with CoreSite," Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements" and Section 15—"Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 12. EXHIBITS.

Index No.		
(a)(1)(A)	*	Offer to Purchase, dated November 29, 2021.
(a)(1)(B)	*	Form of Letter of Transmittal.
(a)(1)(C)	*	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(D)	*	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)	*	Form of Summary Advertisement, published November 29, 2021 in *The Wall Street Journal*.
(a)(5)(A)		Presentation made available by American Tower Corporation on its website to investors on November 15, 2021 (incorporated by reference to Exhibit 99.2 to the Schedule TO-C filed by ATC, Holdco and Purchaser with the SEC on November 15, 2021).
(a)(5)(B)		Joint Press Release issued by American Tower Corporation and CoreSite Realty Corporation on November 15, 2021 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by ATC, Holdco and Purchaser with the SEC on November 15, 2021).
(a)(5)(C)		Notice of Merger issued by Appleseed Merger Sub LLC, dated November 26, 2021 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by ATC, Parent, Holdco and Purchaser with the SEC on November 26, 2021).
(a)(5)(D)		Transcript of American Tower Corporation investor call on November 15, 2021 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by ATC, Holdco and Purchaser with the SEC on November 16, 2021).
(a)(5)(E)	*	Press Release issued by American Tower Corporation on November 29, 2021.
(b)(1)	*	Commitment Letter, dated as of November 14, 2021, between ATC and JPMorgan Chase Bank, N.A.
(d)(1)		Agreement and Plan of Merger, dated as of November 14, 2021, among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, CoreSite, CoreSite, L.P. and ATC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by ATC with the Securities and Exchange Commission on November 15, 2021).
(d)(2)	*	Mutual Confidential Disclosure Agreement, dated as of September 4, 2021, between CoreSite and American Tower LLC.
(g)		Not applicable.
(h)		Not applicable.

* Filed herewith.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 29, 2021

APPLESEED MERGER SUB LLC

By: /s/ Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

APPLESEED HOLDCO LLC

By: /s/ Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

AMERICAN TOWER INVESTMENTS LLC

By: /s/ Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

AMERICAN TOWER CORPORATION

By: /s/ Edmund DiSanto
Name: Edmund DiSanto
Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

Exhibit (a)(1)(A)

Offer to Purchase
All Outstanding Shares of Common Stock
of
CORESITE REALTY CORPORATION
At
$170.00 Per Share in Cash
by
APPLESEED MERGER SUB LLC
a wholly owned direct subsidiary of
APPLESEED HOLDCO LLC
and a wholly owned indirect subsidiary of
AMERICAN TOWER INVESTMENTS LLC
and a wholly owned indirect subsidiary of
AMERICAN TOWER CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON DECEMBER 27, 2021, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.01 per share ("Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price per Share of $170.00 (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). Purchaser is a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"). The Offer is being made in connection with the Agreement and Plan of Merger, dated as of November 14, 2021 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company and wholly owned direct subsidiary of Holdco ("OP Merger Sub"), CoreSite, CoreSite, L.P., a Delaware limited partnership and subsidiary of CoreSite (the "OP"), and ATC, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, (i) Purchaser will be merged with and into CoreSite, without a vote of CoreSite stockholders in accordance with Section 3-106.1 of the Maryland General Corporation Law (the "MGCL"), and CoreSite will be the surviving corporation and a wholly owned subsidiary of Holdco (such corporation, the "Interim Surviving Entity" and such merger, the "REIT Merger"), (ii) substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "OP Merger") and (iii) immediately following the REIT Merger and the OP Merger, the Interim Surviving Entity will merge with and into Holdco, with Holdco continuing as the surviving limited liability company (such limited liability company, the "Surviving Entity", and such merger, the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers", and together with the Offer, the "Transactions"). At the effective time of the REIT Merger, each Share issued and outstanding immediately prior to such time (other than (i) certain restricted Shares and (ii) Shares held by Parent, Holdco, Purchaser or OP Merger Sub), will be converted into the right to receive an amount in cash equal to the Offer Price. At the effective time of the OP Merger, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price.

At a meeting of the board of directors of CoreSite (the "CoreSite Board") held on November 14, 2021, the CoreSite Board unanimously (i) determined that the Merger Agreement and the transactions contemplated by the Merger Agreement are advisable, and in the best interests of CoreSite, (ii) duly and validly authorized and approved, and declared advisable, the execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated by the Merger Agreement, and (iii) resolved to recommend that CoreSite's stockholders accept the Offer and tender their Shares pursuant to the Offer.

There is no financing condition to the Offer. The Offer is subject to various conditions. See Section 13—"Conditions of the Offer." A summary of the principal terms of the Offer appears on pages 1 through 8 of this Offer to Purchase. You should read this entire document carefully before deciding whether to tender your Shares.

November 29, 2021

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IMPORTANT

If you desire to tender all or any portion of your Shares to us pursuant to the Offer, you should (i) if you hold your Shares directly as the registered owner, complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, mail or deliver the Letter of Transmittal and any other required documents to American Stock Transfer & Trust Company, LLC (the "Depositary"), and either deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal or tender your Shares by book-entry transfer by following the procedures described in Section 3—"Procedures for Tendering Shares" of this Offer to Purchase, in each case prior to the expiration of the Offer, or (ii) if you hold your Shares in street name, request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you prior to the expiration of the Offer.

* * *

Questions and requests for assistance may be directed to Innisfree M&A Incorporated (the "Information Agent") at its address and telephone number set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making any decision with respect to the Offer.

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SUMMARY TERM SHEET

Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price per Share of $170.00 (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"). The following are some questions you, as a stockholder of CoreSite, may have and answers to those questions. This Summary Term Sheet highlights selected information from this Offer to Purchase, and may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in this Offer to Purchase and the related Letter of Transmittal. To better understand the Offer and for a complete description of the legal terms of the Offer, you should read this Offer to Purchase and the related Letter of Transmittal carefully and in their entirety. Questions or requests for assistance may be directed to Innisfree M&A Incorporated (the "Information Agent") at its address and telephone numbers, as set forth on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to "we," "our," or "us" refer to Purchaser, Parent, Holdco or ATC, as the context requires.

WHO IS OFFERING TO BUY MY SECURITIES?

- Purchaser is offering to buy your securities. Purchaser has been organized in connection with this Offer and has not carried on any activities other than entering into the Agreement and Plan of Merger, dated as of November 14, 2021 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company and wholly owned direct subsidiary of Holdco ("OP Merger Sub"), CoreSite, CoreSite, L.P., a Delaware limited partnership and subsidiary of CoreSite (the "OP"), and ATC, and activities relating to, or in connection with, the Offer. See Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser."
- ATC is a global real estate investment trust and an independent owner, operator and developer of multitenant communications real estate. ATC's primary business is the leasing of space on communications sites to wireless service providers, radio and television broadcast companies, wireless data providers, government agencies and municipalities and tenants in a number of other industries. See Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser."
- Pursuant to the Merger Agreement, Purchaser will, upon the terms and subject to the conditions in this Offer to Purchase and the related Letter of Transmittal, accept and pay for Shares validly tendered and not validly withdrawn in the Offer.

WHAT ARE THE CLASSES AND AMOUNTS OF SECURITIES SOUGHT IN THE OFFER?

- Purchaser is seeking to purchase all of the outstanding Shares of CoreSite. See the Introduction and Section 1—"Terms of the Offer."

HOW MUCH ARE YOU OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT? WILL I HAVE TO PAY ANY FEES OR COMMISSIONS?

- Purchaser is offering to pay $170.00 per Share, without interest and subject to any applicable withholding taxes, net to you in cash, upon the terms and subject to the conditions contained in this Offer to Purchase and in the related Letter of Transmittal.

- If your Shares are registered in your name and you tender your Shares, you will not be obligated to pay brokerage fees or commissions or similar expenses. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

WHY IS PURCHASER MAKING THE OFFER?

- Purchaser is making the Offer because Purchaser, Holdco, Parent and ATC wish to acquire CoreSite. See Section 1—"Terms of the Offer" and Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."

WHAT ARE THE MOST SIGNIFICANT CONDITIONS OF THE OFFER?

- The Offer is subject to, among others, the following conditions:
  - there having been validly tendered and not validly withdrawn a number of Shares that, considered together with all Shares (if any) beneficially owned by Parent or any of its wholly owned subsidiaries, represents at least a majority of all Shares outstanding at the time the Offer expires (the "Minimum Tender Condition");
  - there not having been entered, enacted, issued, promulgated or enforced by any court of competent jurisdiction or other governmental authority, and remaining in effect, any injunction or similar order, judgment, ruling or settlement, or any applicable law that prohibits, enjoins or makes illegal the consummation of the Offer or the other transactions contemplated by the Merger Agreement;
  - the representations and warranties of CoreSite in the Merger Agreement having been accurate, subject to the materiality and other qualifications set forth in the Merger Agreement as more particularly described in Section 13—"Conditions to the Offer" (the "Representations Condition");
  - CoreSite and the OP having performed or complied in all material respects with all obligations required to be performed or complied with by CoreSite or the OP under the Merger Agreement at or prior to the time the Offer expires (the "Covenants Condition");
  - the absence of, since the date of the Merger Agreement, any Company Material Adverse Effect (as defined in Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Representations and Warranties") or any event, change or effect that, individually or in the aggregate, would reasonably be expected to have, a Company Material Adverse Effect (the "No MAE Condition");
  - Parent having received a written opinion of CoreSite's regular real estate investment trust tax counsel (or if such counsel is unable to issue such opinion, such other counsel reasonably acceptable to Parent), dated as of the Closing Date, in a form reasonably agreed to by Parent, to the effect that CoreSite has, since its taxable year ended on December 31, 2016 and through the consummation of the HoldCo Merger, been organized and operated in conformity with the requirements for qualification and taxation as a real estate investment trust within the meaning of Section 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code" and such a real estate investment trust, a "REIT"), subject to customary exceptions, assumptions and qualifications and based on representations contained in a tax representation letter delivered by CoreSite to such counsel;
  - Parent having received from CoreSite a certificate, dated as of the closing date and signed by CoreSite's Chief Executive Officer or other senior executive officer certifying that the

Representations Condition, the Covenants Condition and the No MAE Condition have been satisfied;

- Parent having received from the board of directors of CoreSite (the "CoreSite Board") an exemption from certain limitations on ownership set forth in the charter of CoreSite; and
- the Merger Agreement not having been terminated in accordance with its terms.

- Parent and Purchaser reserve the right to waive certain of the conditions to the Offer in their sole discretion (to the extent permitted under applicable law), except that Purchaser may not waive the Minimum Tender Condition without the consent of CoreSite.
- A more detailed discussion of the conditions to consummation of the Offer is contained in the Introduction, Section 1—"Terms of the Offer" and Section 13—"Conditions of the Offer."

IS THERE AN AGREEMENT GOVERNING THE OFFER?

- Yes. Parent, Holdco, Purchaser, OP Merger Sub, CoreSite, the OP and ATC have entered into the Merger Agreement. The Merger Agreement provides, among other things, for the terms and conditions of the Offer and, following consummation of the Offer, the Mergers.

DO YOU HAVE FINANCIAL RESOURCES TO MAKE PAYMENTS IN THE OFFER?

- Yes. ATC, Parent, Holdco and Purchaser estimate that the total amount of funds required to consummate the Transactions pursuant to the Merger Agreement and to purchase all of the Shares pursuant to the Offer and the Mergers will be approximately $10.1 billion.
- ATC has entered into a commitment letter with JPMorgan Chase Bank, N.A. providing for a senior unsecured bridge facility (the "Bridge Facility") in an aggregate committed amount of up to $10.5 billion. The commitments in respect of the Bridge Facility will be reduced by (i) amounts under amendments to its existing revolving and term loan credit facilities and new term loan facilities (the "Permanent Loan Facilities") upon the entry into definitive agreements or the receipt of proceeds from the Permanent Loan Facilities, and (ii) the proceeds of one or more issuances of equity or senior unsecured notes.
- ATC expects, based upon the combination of internally available cash, borrowings under the Permanent Loan Facilities and/or the issuance of equity or senior unsecured notes, to have sufficient cash on hand at the expiration of the Offer to consummate the Transactions pursuant to the Merger Agreement and to purchase all of the Shares pursuant to the Offer and the Mergers. To the extent any of the foregoing amounts are unavailable, ATC would expect to borrow under the Bridge Facility, subject to the prior termination of commitments thereunder. The Offer is not conditioned upon any financing arrangements. See Section 12—"Source and Amount of Funds."

SHOULD PURCHASER'S FINANCIAL CONDITION BE RELEVANT TO MY DECISION TO TENDER IN THE OFFER?

- We believe our financial condition is not material to your decision whether to tender your Shares in the Offer because (i) the Offer is being made for all outstanding Shares solely for cash, (ii) the Offer is not subject to any financing condition, (iii) ATC expects, based upon the combination of internally available cash, borrowings under the Permanent Loan Facilities and/or the issuance of equity or senior unsecured notes, to have sufficient cash on hand at the expiration of the Offer to pay the Offer Price for all Shares in the Offer and (iv) if we consummate the Offer, we will acquire all remaining Shares for the same cash price in the REIT Merger and ATC expects, based upon the combination of internally available cash, borrowings under the Permanent Loan Facilities and/or the issuance of equity or senior unsecured notes, to have sufficient cash on hand to consummate the REIT Merger. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements" and Section 12—"Source and Amount of Funds."

- Purchaser and Holdco have been organized solely in connection with the Merger Agreement and this Offer and have not carried on any activities other than in connection with the Merger Agreement and this Offer. Because the form of payment consists solely of cash that will be provided to Purchaser by ATC and because of the lack of any relevant historical information concerning Purchaser, we believe our financial condition is not relevant to your decision to tender your Shares in the Offer. See Section 12—"Source and Amount of Funds."

HOW LONG DO I HAVE TO DECIDE WHETHER TO TENDER IN THE OFFER?

- You will have until December 27, 2021, to tender your Shares in the Offer, unless Purchaser extends the Offer, in which event you will have until the expiration date of the Offer as so extended. See also Section 1—"Terms of the Offer."

CAN THE OFFER BE EXTENDED, AND UNDER WHAT CIRCUMSTANCES?

- The Merger Agreement provides that:
  - if at any then-scheduled expiration date, any condition to the Offer (other than the Minimum Tender Condition) is not satisfied and has not been waived (to the extent waivable by Purchaser), Purchaser will extend the offer for additional periods of up to ten business days per extension (except as described below) in order to permit such condition to be satisfied;
  - if at any then-scheduled expiration date each condition to the Offer (other than the Minimum Tender Condition) is satisfied or has been waived by Purchaser (to the extent waivable by Purchaser), then Purchaser may, and upon CoreSite's request, must, extend the Offer for additional periods of up to ten business days per extension (except as described below) in order to permit the Minimum Tender Condition to be satisfied (provided that Purchaser cannot be required by CoreSite to extend the expiration date more than three times);
  - Purchaser will extend the Offer for the minimum period required by any law or rules, regulations, interpretations or positions of the Securities and Exchange Commission ("SEC") or its staff or the New York Stock Exchange ("NYSE") (including in order to comply with Exchange Act Rule 14e-1(b) in respect of any change in the Offer Price); and
  - Purchaser may extend the Offer for any period necessary to satisfy the requirements contained in Section 3-106(e)(1) of the Maryland General Corporation Law ("MGCL").
- In each case described above, the Offer may be extended until (unless otherwise agreed by Purchaser and CoreSite) the earliest of (a) the termination of the Merger Agreement in accordance with its terms, (b) May 13, 2022 and (c) the final expiration date following extension of the Offer in compliance with the terms of the Merger Agreement. Furthermore, the parties have agreed that the Offer may not expire during the period between December 30, 2021 and January 14, 2022, and in the event the terms of the Merger Agreement would permit or require Purchaser to extend the expiration date to a date during such period, Purchaser may or must instead extend the Offer to the first business day after January 14, 2022. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."
- See Section 1 — "Terms of the Offer" of this Offer to Purchase for more details on our obligation and ability to extend the Offer.

HOW WILL I BE NOTIFIED IF THE OFFER IS EXTENDED?

- If Purchaser extends the Offer, we will inform American Stock Transfer & Trust Company, LLC, the depositary for this Offer (the "Depositary"), of that fact and will issue a press release giving the new expiration date no later than 9:00 a.m., Eastern Time on the next business day after the day on which the Offer was previously scheduled to expire. See Section 1—"Terms of the Offer."

HOW DO I TENDER MY SHARES?

- If you hold your Shares directly as the registered owner, you can (i) tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depositary or (ii) tender your Shares by following the procedure for book-entry set forth in Section 3—"Procedures for Tendering Shares," not later than the expiration of the Offer. See Section 3—"Procedures for Tendering Shares." The Letter of Transmittal is enclosed with this Offer to Purchase.
- If you hold your Shares in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details.
- In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of certificates for such Shares (or of a confirmation of a book-entry transfer of such Shares as described in Section 3—"Procedures for Tendering Shares") and a properly completed and duly executed Letter of Transmittal and any other required documents for such Shares. See also Section 2—"Acceptance for Payment and Payment for Shares."

UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY TENDERED SHARES?

- You may withdraw previously tendered Shares any time prior to one minute after 11:59 p.m., Eastern Time, on December 27, 2021, unless Purchaser extends the Offer. See Section 4—"Withdrawal Rights." In addition, pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended, Shares may be withdrawn at any time after January 28, 2022, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer. See Section 4—"Withdrawal Rights."

HOW DO I WITHDRAW PREVIOUSLY TENDERED SHARES?

- To withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information to the Depositary while you still have the right to withdraw. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares. See Section 4—"Withdrawal Rights."

WHAT DOES CORESITE'S BOARD OF DIRECTORS THINK OF THE OFFER?

- The CoreSite Board has unanimously recommended that you tender your Shares in the Offer. CoreSite's full statement on the Offer is set forth in its Schedule 14D-9, which it has filed with the SEC concurrently with the filing of our Schedule TO dated November 29, 2021, and a copy of which is being mailed to stockholders with this Offer to Purchase. See also the Introduction.

WILL THE TENDER OFFER BE FOLLOWED BY A MERGER IF ALL THE SHARES ARE NOT TENDERED?

- If we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to complete the merger of Purchaser with and into CoreSite, with CoreSite being the surviving corporation (the "REIT Merger"), without any vote of CoreSite stockholders under Section 3-106.1 of the MGCL. If the REIT Merger occurs, CoreSite will become a wholly owned subsidiary of Holdco and each issued and then outstanding Share (other than (i) certain restricted Shares and (ii) Shares held by Parent, Holdco, Purchaser or OP Merger Sub), will be converted into the right to receive an amount in cash equal to the Offer Price. See the Introduction.
- Because the REIT Merger will be governed by Section 3-106.1 of the MGCL, no stockholder vote will be required to consummate the REIT Merger. The Merger Agreement provides that the REIT Merger

will be effected following the consummation of the Offer. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."

- Substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "OP Merger") and each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price.
- Immediately following the REIT Merger and the OP Merger, CoreSite (as the surviving corporation in the REIT Merger) will merge with and into Holdco, with Holdco continuing as the surviving limited liability company and a wholly owned subsidiary of Parent (the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers").

IF THE OFFER IS COMPLETED, WILL CORESITE CONTINUE AS A PUBLIC COMPANY?

- No. Immediately following consummation of the Offer and satisfaction or waiver (to the extent permitted by applicable legal requirements) of the conditions to the Mergers, we expect to complete the REIT Merger pursuant to applicable provisions of the MGCL, after which the CoreSite will be a wholly owned subsidiary of Holdco and the Shares will no longer be publicly traded. Following the REIT Merger and OP Merger (which we expect to complete substantially concurrently with the REIT Merger), we expect to complete the Holdco Merger, in which CoreSite (as the surviving corporation in the REIT Merger) will merge with and into Holdco, with Holdco continuing as the surviving limited liability company and a wholly owned subsidiary of Parent. See Section 7—"Possible Effects of the Offer on the Market for the Shares; NYSE Listing; Exchange Act Registration and Margin Regulations."

IF I DECIDE NOT TO TENDER, HOW WILL THE OFFER AFFECT MY SHARES?

- If you decide not to tender your Shares in the Offer and the REIT Merger occurs as described above, you will receive in the REIT Merger the right to receive the same amount of cash per Share as if you had tendered your Shares in the Offer. Subject to limited conditions, if we purchase Shares in the Offer, we are obligated under the Merger Agreement to cause the REIT Merger to occur. Following the Offer, the Shares may no longer constitute "margin securities" for purposes of the margin regulations of the Federal Reserve Board, in which case your Shares may no longer be used as collateral for loans made by brokers. Section 7—"Possible Effects of the Offer on the Market for the Shares; NYSE Listing; Exchange Act Registration and Margin Regulations."

WHAT IS THE MARKET VALUE OF MY SHARES AS OF A RECENT DATE?

- On November 12, 2021, the last full trading day before the public announcement of the execution of the Merger Agreement, the last reported closing price per Share on the NYSE was $162.93. See Section 6—"Price Range of Shares; Dividends."
- On November 8, 2021, the last full trading day before rumors regarding a potential transaction between ATC and CoreSite were published in the financial press, the last reported closing price per Share on the NYSE was $157.53. See Section 6—"Price Range of Shares; Dividends."
- On November 24, 2021, the last full trading day before we commenced the Offer, the last reported closing price per Share on the NYSE was $171.23. See Section 6—"Price Range of Shares; Dividends."

IF I ACCEPT THE OFFER, WHEN AND HOW WILL I GET PAID?

- If the conditions to the Offer as set forth in the Introduction and Section 13—"Conditions of the Offer" are satisfied or waived and Purchaser consummates the Offer and accepts your Shares for payment, we

will pay you a dollar amount equal to the number of Shares you tendered multiplied by $170.00 in cash, without interest and subject to any applicable withholding taxes, promptly following the time at which Purchaser accepts for payment Shares tendered in the Offer. See Section 1—"Terms of the Offer" and Section 2—"Acceptance for Payment and Payment for Shares."

IF I AM AN EMPLOYEE OF CORESITE, HOW WILL MY OUTSTANDING EQUITY AWARDS BE TREATED IN THE OFFER AND THE MERGERS?

- At the REIT Merger Effective Time (as defined below), each award of restricted stock units (each such award, a "CoreSite RSU Award") that is outstanding as of immediately prior to the REIT Merger Effective Time will vest in accordance with the terms of the applicable award agreement and all restrictions thereupon will lapse, and each such CoreSite RSU Award will be cancelled and converted into the right to receive a cash payment equal to the product of (i) the number of Shares underlying such CoreSite RSU Award as of immediately prior to the REIT Merger Effective Time and (ii) the Offer Price.
- At the REIT Merger Effective Time, (x) 20% of each award of time-based restricted Shares (each, a "CoreSite Restricted Stock Award"), (y) 20% of each award of performance-based restricted Shares (each, a "CoreSite Performance Stock Award" and collectively, a "CoreSite Equity Award") and (z) 100% of each CoreSite Equity Award held by Paul Szurek, Jeffrey Finnin and Derek McCandless, the President and Chief Executive Officer; Chief Financial Officer; and Senior Vice President, Legal, General Counsel and Secretary; respectively, of CoreSite, in each of (x), (y) or (z), that is outstanding as of immediately prior to the REIT Merger Effective Time (each of (x), (y) or (z), a "Specified Award") will vest and all restrictions thereupon will lapse, and each such Specified Award will be cancelled and converted into the right to receive a cash payment, subject to withholding, equal to the product of (A) the number of Shares underlying such Specified Award as of immediately prior to the REIT Merger Effective Time (determined, with respect to each CoreSite Performance Stock Award, in accordance with the applicable award agreement and the Merger Agreement) and (B) the Offer Price. In addition, each holder of a Specified Award will receive a cash payment, subject to applicable withholding, equal to the dividend equivalent balance credited on such Specified Award as of immediately prior to the REIT Merger Effective Time. The Shares underlying the Specified Awards whose vesting will accelerate at the REIT Merger Effective Time will be taken from those Shares that vest last, and subsequently in reverse chronological order, based on the vesting schedule under the applicable award agreement.
- At the REIT Merger Effective Time, each CoreSite Equity Award that is outstanding as of immediately prior to the REIT Merger Effective Time and is not a Specified Award will be assumed by ATC and will be converted into an award of restricted shares of common stock, par value $0.01 per share, of ATC (the "ATC Shares" and each award, the "ATC Restricted Stock Award") with respect to a number of ATC Shares (rounded to the nearest whole number of shares) equal to the product of (A) the number of Shares underlying such CoreSite Equity Award as of immediately prior to the REIT Merger Effective Time (determined, with respect to the CoreSite Performance Stock Awards, in accordance with the applicable award agreement and the Merger Agreement) and (B) the quotient, rounded to four decimal places, of (x) the Offer Price, divided by (y) the volume weighted average price of an ATC Share on the NYSE for the ten trading day period ending on, and including, the second to last trading day prior to the date of the REIT Merger Effective Time. Each such ATC Restricted Stock Award will continue to have the same terms and conditions as applied to the corresponding CoreSite Equity Award immediately prior to the REIT Merger Effective Time (other than performance-based vesting conditions) and will be credited with the dividend equivalent balance credited on the corresponding CoreSite Equity Award as of immediately prior to the REIT Merger Effective Time. For more information about how outstanding equity-based awards will be treated in the Offer and the Mergers, see Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Treatment of Equity Awards."

WHAT ARE THE PRINCIPAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF TENDERING MY SHARES IN THE OFFER OR HAVING MY SHARES EXCHANGED FOR CASH PURSUANT TO THE REIT MERGER?

- Generally, the receipt of cash in exchange for your Shares pursuant to the Offer or the REIT Merger will be a taxable transaction for U.S. federal income tax purposes if you are a U.S. Holder (as defined below). We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the REIT Merger (including the application and effect of any state, local or non-U.S. income and other tax laws). See Section 5—"Certain U.S. Federal Income Tax Consequences of the Offer and the REIT Merger to U.S. Holders" for a more detailed discussion of certain U.S. federal income tax consequences of the Offer and the REIT Merger.

WILL I HAVE THE RIGHT TO HAVE MY SHARES APPRAISED?

- No dissenters' or appraisal rights or rights of an objecting stockholder will be available with respect to the Offer or the Mergers. See "Section 15—Certain Legal Matters; Regulatory Approvals."

WITH WHOM MAY I TALK IF I HAVE QUESTIONS ABOUT THE OFFER?

- You can call Innisfree M&A Incorporated, the Information Agent, toll-free at (877) 717-3904. See the back cover of this Offer to Purchase.

WILL I BE ENTITLED TO RECEIVE CORESITE'S FOURTH QUARTER REGULAR DIVIDEND IF I DECIDE TO TENDER MY SHARES?

- On November 17, 2021, CoreSite announced a cash dividend of $1.27 per Share and per common stock equivalent for the fourth quarter of 2021. The dividend will be paid on December 13, 2021, to stockholders of record as of December 2, 2021. Since record ownership of the Shares will not transfer to Purchaser unless and until the Offer Acceptance Time occurs, tendering your Shares into the Offer will not affect your right to receive this dividend. See Section 14—"Dividends and Distributions."

Except as otherwise set forth in this Offer to Purchase, references to "dollars" and "$" shall be to United States dollars.

To All Holders of Shares of
CORESITE REALTY CORPORATION

INTRODUCTION

Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), is offering to purchase (the "Offer") all outstanding shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price per Share of $170.00 (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal").

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of November 14, 2021 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company and wholly owned direct subsidiary of Holdco ("OP Merger Sub", and together with Parent, Holdco and Purchaser, the "Parent Parties"), CoreSite, CoreSite, L.P., a Delaware limited partnership and subsidiary of CoreSite (the "OP"), and ATC, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, (i) Purchaser will be merged with and into CoreSite, without a vote of CoreSite stockholders in accordance with Section 3-106.1 of the Maryland General Corporation Law (the "MGCL"), and CoreSite will be the surviving corporation and a wholly owned subsidiary of Holdco (such corporation, the "Interim Surviving Entity" and such merger, the "REIT Merger"), (ii) substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "Surviving Partnership", and such merger, the "OP Merger") and (iii) immediately following the REIT Merger and the OP Merger, the Interim Surviving Entity will merge with and into Holdco, with Holdco continuing as the surviving limited liability company (such limited liability company, the "Surviving Entity", and such merger, the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers", and together with the Offer, the "Transactions"). At the effective time of the REIT Merger, each Share issued and outstanding immediately prior to such time (other than (i) certain restricted Shares and (ii) Shares held by the Parent Parties) will be converted into the right to receive an amount in cash equal to the Offer Price. At the effective time of the OP Merger, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price.

If your Shares are registered in your name and you tender directly to American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the "Depositary"), you will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you should check with such institution as to whether they charge any service fees or commissions.

In addition, if you do not complete and sign the Internal Revenue Service ("IRS") Form W-9, or an IRS Form W-8BEN or other IRS Form W-8, as applicable, or otherwise establish an exemption, you may be subject to U.S. federal backup withholding (at a rate currently equal to 24%) on the gross proceeds payable to you pursuant to the Offer or the REIT Merger. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished in the appropriate manner to the IRS. All stockholders should review the discussion in Section 3—"Procedures for Tendering Shares" and Section 5—"Certain U.S. Federal Income Tax Consequences of the Offer and the REIT Merger to U.S. Holders."

We will pay all charges and expenses of the Depositary and Innisfree M&A Incorporated, the information agent for the Offer (the "Information Agent").

The Offer is not subject to any financing condition. The Offer is conditioned upon:

1. there having been validly tendered and not validly withdrawn a number of Shares that, considered together with all Shares (if any) beneficially owned by Parent or any of its wholly owned subsidiaries, represents at least a majority of all Shares outstanding at the time the Offer expires (the "Minimum Tender Condition");
2. the absence of, since the date of the Merger Agreement, any Company Material Adverse Effect (as defined in Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Representations and Warranties") or any event, change or effect that, individually or in the aggregate, would reasonably be expected to have, a Company Material Adverse Effect;
3. Parent having received a written opinion of CoreSite's regular real estate investment trust tax counsel (or if such counsel is unable to issue such opinion, such other counsel reasonably acceptable to Parent), dated as of the Closing Date, in a form reasonably agreed to by Parent, to the effect that CoreSite has, since its taxable year ended on December 31, 2016 and through the consummation of the Holdco Merger, been organized and operated in conformity with the requirements for qualification and taxation as a real estate investment trust within the meaning of Section 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code" and such a real estate investment trust, a "REIT"), subject to customary exceptions, assumptions and qualifications and based on representations contained in a tax representation letter delivered by CoreSite to such counsel; and
4. the satisfaction of other customary conditions as described in Section 13—"Conditions of the Offer."

Parent and Purchaser reserve the right to waive certain of the conditions to the Offer in their sole discretion (to the extent permitted under applicable law), provided that Purchaser may not waive the Minimum Tender Condition without the consent of CoreSite. See Section 13—"Conditions of the Offer."

The Offer will expire at one minute after 11:59 p.m., Eastern Time, on December 27, 2021, unless the Offer is extended. See Section 1—"Terms of the Offer", Section 13—"Conditions of the Offer" and Section 15—"Certain Legal Matters; Regulatory Approvals."

At a meeting of the board of directors of CoreSite (the "CoreSite Board") held on November 14, 2021, the CoreSite Board unanimously (i) determined that the Merger Agreement and the transactions contemplated by the Merger Agreement are advisable, and in the best interests of CoreSite, (ii) duly and validly authorized and approved, and declared advisable, the execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated by the Merger Agreement, and (iii) resolved to recommend that CoreSite's stockholders accept the Offer and tender their Shares pursuant to the Offer.

For factors considered by the CoreSite Board, see CoreSite's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") filed with the Securities and Exchange Commission (the "SEC") in connection with the Offer, a copy of which is being mailed to stockholders with this Offer to Purchase.

The Offer is being made in connection with the Merger Agreement, pursuant to which, after the completion of the Offer and the satisfaction or waiver (if permitted by applicable law) of certain conditions, the REIT Merger will be effected. The REIT Merger will become effective when articles of merger are accepted for record by the State Department of Assessments and Taxation of Maryland ("SDAT") (or at such other date and time as may be agreed by Purchaser and CoreSite and specified in the articles of merger) (the "REIT Merger Effective Time").

At the REIT Merger Effective Time, each Share issued and outstanding immediately prior to the REIT Merger Effective Time (other than (i) certain restricted Shares and (ii) Shares held by the Parent Parties) will be converted into the right to receive an amount in cash equal to the Offer Price, upon surrender of the certificate that formerly evidenced such Share or, with respect to uncertificated Shares, upon the receipt by the Depositary of an Agent's Message (as defined below) relating to such Shares.

The OP Merger will be effected substantially concurrently with the REIT Merger. The OP Merger will become effective when a certificate of merger is filed with the Secretary of State of the State of Delaware ("DSOS") (or at such other date and time as may be agreed by Parent and CoreSite and specified in the certificate of merger) (the "OP Merger Effective Time"), as provided under the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") and the Delaware Limited Liability Company Act (the "DLLCA").

At the OP Merger Effective Time, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price.

The Holdco Merger will be effected immediately following the consummation of the REIT Merger and the OP Merger. The Holdco Merger will become effective at such time as will be agreed by CoreSite and Holdco and specified in the certificate of merger and articles of merger filed with the DSOS and SDAT, respectively (the "Holdco Merger Effective Time").

The Merger Agreement is more fully described in Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements," which also contains a discussion of the treatment of CoreSite's equity awards in the REIT Merger. Section 5—"Certain U.S. Federal Income Tax Consequences of the Offer and the REIT Merger to U.S. Holders" below describes certain U.S. federal income tax consequences generally applicable to U.S. Holders (as defined below) whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are converted into the right to receive cash in the REIT Merger.

Because the REIT Merger will be consummated in accordance with Section 3-106.1 of the MGCL, approval of the REIT Merger will not require a vote of CoreSite stockholders. Section 3-106.1 of the MGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that (i) the acquiring entity consummates a tender offer for any and all of the outstanding stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be entitled to vote on the subject merger and (ii) following the consummation of such tender offer, the acquiring entity and its direct and indirect parents and subsidiaries own at least such percentage of the stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be required to approve the merger. In addition, under Section 3-106.1 of the MGCL, the acquiring entity must give notice that satisfies the requirements of Section 3-106.1(e)(1) of the MGCL to all stockholders of record of the corporation to be acquired at least 20 business days prior to the articles of merger being filed with the SDAT. A Notice of the Merger pursuant to Section 3-106(e)(1) was mailed on November 26, 2021 to CoreSite stockholders of record, thereby constituting the notice of merger referred to in this paragraph. If the Minimum Tender Condition is satisfied and Purchaser accepts Shares for payment pursuant to the Offer, Purchaser will hold a sufficient number of Shares to complete the REIT Merger without any vote of CoreSite stockholders. Subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser and CoreSite are required to effect the REIT Merger pursuant to Section 3-106.1 of the MGCL as promptly as practicable following consummation of the Offer. As a result of the REIT Merger, CoreSite will cease to be a publicly traded company and will become a wholly owned subsidiary of Holdco. Following the REIT Merger and the OP Merger (which will happen substantially concurrently with the REIT Merger), CoreSite (as the surviving corporation in the REIT Merger) will merge with and into Holdco, with Holdco continuing as the surviving limited liability company and a wholly owned subsidiary of Parent. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."

This Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully and in their entirety before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we will accept for payment, purchase and pay for all Shares validly tendered prior to the expiration of the Offer and not validly withdrawn in accordance with the procedures set forth in Section 4—"Withdrawal Rights." The offer will expire at one minute after 11:59 p.m. Eastern Time on December 27, 2021 (the "Expiration Date"), unless we have extended the Offer in accordance with the terms of the Merger Agreement, in which event the term "Expiration Date" will mean the date to which the initial expiration date of the Offer is so extended.

The Offer is conditioned upon the satisfaction of the Minimum Tender Condition and the other conditions described in Section 13—"Conditions of the Offer." We may terminate the Offer without purchasing any Shares if certain events described in Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Termination" occur.

Purchaser expressly reserves the right to (i) waive or modify (to the extent permitted under applicable law) any condition to the Offer, (ii) increase the amount of cash constituting the Offer Price and (iii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that CoreSite's prior written approval is required for Purchaser to:

(a) decrease the Offer Price;

(b) change the form of consideration payable in the Offer (except that we may increase the cash consideration payable in the Offer);

(c) decrease the number of Shares sought to be purchased in the Offer;

(d) impose conditions or requirements to the Offer in addition to the conditions set forth in Section 13—"Conditions of the Offer;"

(e) amend or waive the Minimum Tender Condition;

(f) otherwise amend or modify any of the other terms of the Offer in a manner that adversely affects the holders of Shares or would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Offer or impair the ability of the Parent Parties to consummate the Transactions;

(g) terminate the Offer or accelerate, extend or otherwise change the Expiration Date except as provided in the Merger Agreement; or

(h) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer, we will (i) immediately after the Expiration Date irrevocably accept for payment all Shares validly tendered (and not validly withdrawn) pursuant to the Offer and (ii) as promptly as practicable thereafter pay for all such Shares. The time at which Purchaser accepts for payment Shares tendered in the Offer is referred to as the "Offer Acceptance Time."

If, on or before the Expiration Date, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration. We also expressly reserve the right to modify the terms of the Offer, subject to compliance with the Exchange Act, the Merger Agreement and the restrictions identified in paragraphs (a) through (h) above.

The Merger Agreement provides that (i) if at any then-scheduled expiration date, any condition to the Offer (other than the Minimum Tender Condition) is not satisfied and has not been waived (to the extent waivable by Purchaser), Purchaser will extend the offer for additional periods of up to ten business days per extension (except as described below) in order to permit such condition to be satisfied, (ii) if at any then-scheduled Expiration Date each condition to the Offer (other than the Minimum Tender Condition) is satisfied or has been waived by Purchaser (to the extent waivable by Purchaser), then Purchaser may, and upon CoreSite's request, must, extend the Offer for additional periods of up to ten business days per extension (except as described below) in order to permit the Minimum Tender Condition to be satisfied (provided that Purchaser cannot be required by CoreSite to extend the Expiration Date more than three times), (iii) Purchaser will extend the Offer for the minimum period required by any law or rules, regulations, interpretations or positions of the SEC or its staff or the New York Stock Exchange ("NYSE") (including in order to comply with Exchange Act Rule 14e-1(b) in respect of any change in the Offer Price), and (iv) Purchaser may extend the Offer for any period necessary to satisfy the requirements contained in Section 3-106(e)(1) of the MGCL, in each case until (unless otherwise agreed by Purchaser and CoreSite) the earliest of (x) termination of the Merger Agreement in accordance with its terms, (y) May 13, 2022 and (z) the final Expiration Date following extension of the Offer in compliance with the terms of the Merger Agreement. Furthermore, the parties have agreed that the Offer may not expire during the period between December 30, 2021 and January 14, 2022, and in the event the terms of the Merger Agreement would permit or require Purchaser to extend the Expiration Date to a date during such period, Purchaser may or must instead extend the Offer to the first business day after January 14, 2022. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."

Except as set forth above, there can be no assurance that we will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period pursuant to the paragraph above, all Shares previously tendered and not validly withdrawn will remain subject to the Offer and subject to withdrawal rights. See Section 4—"Withdrawal Rights."

Without CoreSite's consent, there will not be a subsequent offering period for the Offer. We do not expect there will be a subsequent offering period for the Offer.

If, subject to the terms of the Merger Agreement, we make a material change in the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1 under the Exchange Act or otherwise. The minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or the information concerning the tender offer, other than a change in the consideration offered or a change in the percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in the consideration offered or a change in the percentage of securities sought, a tender offer generally must remain open for a minimum of ten business days following such change to allow for adequate disclosure to stockholders.

We expressly reserve the right, in our sole discretion, subject to the terms and upon the conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to not accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer set forth in Section 13 —"Conditions of the Offer" have not been satisfied. Under certain circumstances, Parent may terminate the Merger Agreement and the Offer.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m., Eastern Time, on the next business day after the Expiration Date in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting our obligation under such rule or the manner in which we may choose to make any public announcement, we currently intend to make announcements by issuing a press release to the Business Wire (or such other national media outlet or outlets we deem prudent) and making any appropriate filing with the SEC.

Promptly following the purchase of Shares in the Offer, we expect to complete the REIT Merger without a vote of the stockholders of CoreSite pursuant to Section 3-106.1 of the MGCL. Substantially concurrently with the REIT Merger, we expect to effect the OP Merger. Following consummation of the REIT Merger and the OP Merger, we expect to effect the Holdco Merger.

CoreSite has agreed to provide us with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on CoreSite's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in Section 13—"Conditions of the Offer," we will immediately after the Expiration Date irrevocably accept for payment all Shares validly tendered (and not validly withdrawn) pursuant to the Offer and, promptly after the Offer Acceptance Time, pay for such Shares.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates representing such Shares or confirmation of the book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in Section 3—"Procedures for Tendering Shares," (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. See Section 3—"Procedures for Tendering Shares."

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for the tendering stockholders for purposes of receiving payments from us and transmitting such payments to the tendering stockholders.

Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedures set forth in Section 3—"Procedures for Tendering Shares," such Shares will be credited to an account maintained with DTC) promptly following expiration or termination of the Offer.

3. Procedures for Tendering Shares.

Valid Tender of Shares. Except as set forth below, to validly tender Shares pursuant to the Offer, a properly completed and duly executed Letter of Transmittal in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal and any other customary documents required by the Depositary, must be received by the Depositary at one of its

addresses set forth on the back cover of this Offer to Purchase prior to the expiration of the Offer and either (a) certificates representing Shares tendered must be delivered to the Depositary or (b) such Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of such delivery received by the Depositary (which confirmation must include an Agent's Message (as defined below) if the tendering stockholder has not delivered a Letter of Transmittal), in each case, prior to the Expiration Date. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation (as defined below) that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

Book-Entry Transfer. The Depositary will take steps to establish and maintain an account with respect to the Shares at DTC for purposes of the Offer. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to one minute after 11:59 p.m., Eastern Time, on the Expiration Date. The confirmation of a book-entry transfer of Shares into the Depositary's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary.

Signature Guarantees and Stock Powers. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (i) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be registered or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH

DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Other Requirements. Notwithstanding any provision of the Merger Agreement to the contrary, Purchaser will pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (i) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment**. If your Shares are held in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), your Shares can be tendered by your nominee by book-entry transfer through the Depositary.

Binding Agreement. Our acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

Appointment as Proxy. By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder irrevocably appoints Purchaser's designees as such stockholder's proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by us and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Our designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the stockholders of CoreSite, by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our payment for such Shares we must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of stockholders or executing a written consent concerning any matter.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by us in our sole and absolute discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of or payment for which may, in our opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of ATC, Parent, Holdco, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal

and the instructions thereto and any other documents related to the Offer) will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction.

Tax Withholding. Under U.S. federal income tax laws, the Depositary or other applicable withholding agent may be required to withhold a portion of any payments made to certain stockholders or payees pursuant to the Offer. Information reporting to the IRS may also apply to the receipt of cash pursuant to the Offer. To avoid such backup withholding, a tendering stockholder that is a United States person (as defined for U.S. federal income tax purposes, a "United States person"), and, if applicable, each other payee that is a United States person, is required to (a) provide a correct Taxpayer Identification Number ("TIN") on IRS Form W-9, and to certify, under penalty of perjury, that such stockholder or payee is a U.S. citizen or other United States person, that such TIN provided is correct and that such stockholder or payee is not subject to backup withholding of federal income tax or (b) otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder or payee to backup withholding at the applicable rate (currently 24%), and such stockholder or payee may be subject to a penalty imposed by the IRS. See the IRS Form W-9 enclosed in the Letter of Transmittal and the instructions thereto for additional information.

Certain stockholders or payees (including, among others, corporations) may not be subject to backup withholding. Exempt stockholders or payees that are United States persons should complete and sign an IRS Form W-9 indicating their exempt status in order to avoid backup withholding. A stockholder or other payee that is not a United States person may qualify as an exempt recipient by providing a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to such stockholder or payee's foreign status or by otherwise establishing an exemption.

IRS Forms W-8, and the instructions thereto, may be obtained from the Depositary or the IRS website (*www.irs.gov*).

Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding may be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS if eligibility is established and appropriate procedure is followed.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. However, a stockholder has withdrawal rights that are exercisable until the expiration of the Offer (i.e., at any time prior to one minute after 11:59 p.m., Eastern Time on December 27, 2021), or in the event the Offer is extended, on such date and time to which the Offer is extended. In addition, Shares may be withdrawn at any time after January 28, 2022, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal of Shares to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 —"Procedures for Tendering Shares," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole discretion, which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. No withdrawal of Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of ATC, Parent, Holdco, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering Shares described in Section 3 —"Procedures for Tendering Shares" at any time prior to the expiration of the Offer.

If Purchaser extends the Offer, delays its acceptance for payment of Shares, or is unable to accept for payment Shares pursuant to the Offer, for any reason, then, without prejudice to Purchaser's rights under the Offer, the Depositary may nevertheless, on Purchaser's behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders exercise withdrawal rights as described in this Section 4.

5. Certain U.S. Federal Income Tax Consequences of the Offer and the REIT Merger to U.S. Holders.

The following summary describes certain U.S. federal income tax consequences generally applicable to U.S. Holders (as defined below) whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are converted into the right to receive cash in the REIT Merger. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated under the Code, published rulings, administrative pronouncements, and judicial decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. This summary addresses only stockholders who hold their Shares as capital assets within the meaning of the Code (generally, property held for investment) and does not address all of the tax consequences that may be relevant to stockholders in light of their particular circumstances or to certain types of stockholders subject to special treatment under the Code, including pass-through entities (including partnerships and S corporations for U.S. federal income tax purposes) and investors in such entities, certain financial institutions, brokers, dealers or traders in securities who elect to apply a mark-to-market method of accounting, insurance companies, expatriates and former citizens or long-term residents of the United States, mutual funds, real estate investment trusts, regulated investment companies, cooperatives, tax-exempt organizations (including private foundations) or governmental organizations, persons who are subject to the alternative minimum tax, persons who hold their Shares as part of a straddle, hedge, conversion, constructive sale, synthetic security, integrated investment, or other risk-reduction transaction for U.S. federal income tax purposes, stockholders that have a functional currency other than the U.S. dollar, U.S. Holders holding Shares through non-U.S. brokers or other intermediaries, persons required to accelerate the recognition of any item of gross income as a result of such income being recognized on an ''applicable financial statement'' and persons who acquired their Shares upon the exercise of stock options or otherwise as compensation. This summary does not address the U.S. federal income tax consequences to persons other than U.S. Holders. This summary does not address any U.S. federal estate, gift, or other non-income tax consequences, any U.S. federal alternative minimum tax consequences, the effects of the Medicare contribution tax on net investment income, or any state, local, or foreign tax consequences.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Shares that, for U.S. federal income tax purposes, is (i) a citizen or individual resident of the United States, (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States or any State or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if it (A) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (B) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) exchanges Shares for cash pursuant to the Offer or the REIT Merger, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A partner in a partnership holding Shares should consult its tax advisor regarding the tax consequences of exchanging Shares for cash pursuant to the Offer or the REIT Merger.

This discussion is for general information purposes only and does not address all tax consequences that may be relevant to stockholders in light of their particular circumstances. In particular, persons other than U.S. Holders who own or have owned more than 10% of the outstanding Shares may be subject to less favorable treatment under the U.S. federal income tax laws. Stockholders are urged to consult their tax advisors to determine the tax consequences to them of exchanging Shares for cash pursuant to the Offer or the REIT Merger in light of their particular circumstances.

The exchange of Shares for cash pursuant to the Offer or the REIT Merger will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. In general, a U.S. Holder who exchanges Shares for cash pursuant to the Offer or the REIT Merger will recognize taxable gain or loss in an amount equal to the difference, if any, between the amount of cash received and the U.S. Holder's adjusted tax basis in the Shares exchanged. Any gain or loss recognized on such exchange generally will be capital gain or loss, and such gain or loss will generally be long-term capital gain or loss if, as of the date of the exchange, a U.S. Holder's holding period in the Shares exchanged is more than one year. Long-term capital gain recognized by certain non-corporate holders, including individuals, is generally currently subject to tax at a reduced rate. The deductibility of capital losses is subject to limitations under the Code.

If a U.S. Holder acquired different blocks of Shares at different times or at different prices, such U.S. Holder generally must determine its adjusted tax basis and holding period separately with respect to each such block of Shares.

A U.S. Holder who exchanges Shares for cash pursuant to the Offer or the REIT Merger is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedures for Tendering Shares."

6. Price Range of Shares; Dividends.

The Shares are traded on NYSE under the symbol "COR." CoreSite has advised Parent that, as of the close of business on November 23, 2021, there were (i) 44,191,056 Shares issued and outstanding (including 518,419 Shares subject to restricted stock awards of CoreSite and performance stock awards of CoreSite); and (ii) 80,710 Shares underlying outstanding restricted stock units of CoreSite. The following table sets forth, for the fiscal quarters indicated, the high and low sales prices per Share on NYSE with respect to the fiscal years ended December 31, 2019 and December 31, 2020 and, with respect to the fiscal year ended December 31, 2021, through November 24, 2021, using Share data reported in published financial sources.

Fiscal Year Ended December 31, 2019	**High**	**Low**
First Quarter	$107.81	$ 84.03
Second Quarter	120.93	105.71
Third Quarter	122.15	103.31
Fourth Quarter	123.69	109.48
Fiscal Year Ended December 31, 2020	**High**	**Low**
First Quarter	$120.53	$ 90.07
Second Quarter	128.47	109.36
Third Quarter	130.56	114.15
Fourth Quarter	131.36	116.20
Current Fiscal Year Ending December 31, 2021	**High**	**Low**
First Quarter	$141.50	$107.23
Second Quarter	138.48	115.99
Third Quarter	155.40	131.10
Fourth Quarter (through November 24, 2021)	173.57	137.10

On November 8, 2021, the last full trading day before rumors regarding a potential transaction between ATC and CoreSite were published in the financial press, the last reported closing price per Share on the NYSE was $157.53. On November 12, 2021, the last trading day before the public announcement of the execution of the Merger Agreement, the reported closing price per Share on the NYSE was $162.93. On November 24, 2021, the last full trading day prior to the commencement of the Offer, the reported closing price per Share on the NYSE was $171.23 per Share. The Offer Price represents an approximately 7.9% and 4.3% premium over the November 8, 2021 and November 12, 2021 closing stock prices, respectively.

In order to comply with the REIT requirements of the Code, CoreSite is generally required to make annual distributions of at least 90% of its taxable income. According to CoreSite's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021, CoreSite has made distributions every quarter since the completion of its initial public offering, and during the nine months ended September 30, 2021, CoreSite announced total dividends per Share of $3.77. See Section 14—"Dividends and Distributions." Stockholders are urged to obtain a current market quotation for the Shares.

7. Possible Effects of the Offer on the Market for the Shares; NYSE Listing; Exchange Act Registration and Margin Regulations.

Possible Effects of the Offer on the Market for the Shares. If the Offer is successful, there will be no market for the Shares because Purchaser intends to consummate the REIT Merger as soon as practicable following the Offer Acceptance Time and subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement.

NYSE Listing. The Shares are currently listed on NYSE. Immediately following the consummation of the REIT Merger (which is expected to occur as soon as practicable after the Offer Acceptance Time), the Shares will no

longer meet the requirements for continued listing on NYSE because the only equityholder will be Holdco. Immediately following the consummation of the Mergers, we intend to cause CoreSite to delist the Shares from NYSE.

Exchange Act Registration. The Shares currently are registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act. Registration of the Shares may be terminated by CoreSite upon application to the SEC if the outstanding Shares are not listed on a "national securities exchange" and if there are fewer than 300 holders of record of Shares.

We intend to seek to cause CoreSite to apply for termination of registration of the Shares as soon as possible after consummation of the Offer if the requirements for termination of registration are met. Termination of registration of the Shares under the Exchange Act would reduce the information required to be furnished by CoreSite to its stockholders and to the SEC and would make certain provisions of the Exchange Act (such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement or information statement in connection with stockholders' meetings or actions in lieu of a stockholders' meeting pursuant to Sections 14(a) and 14(c) under the Exchange Act and the related requirement of furnishing an annual report to stockholders) no longer applicable with respect to the Shares. In addition, if the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions would no longer be applicable to CoreSite. Furthermore, the ability of "affiliates" of CoreSite and persons holding "restricted securities" of CoreSite to dispose of such securities pursuant to Rule 144 under the Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be eligible for continued inclusion on the Board of Governors' of the Federal Reserve System (the "Federal Reserve Board") list of "margin securities" or eligible for stock exchange listing.

If registration of the Shares is not terminated prior to the REIT Merger, then the registration of the Shares under the Exchange Act will be terminated following completion of the REIT Merger.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Federal Reserve Board, which has the effect, among other things, of allowing brokers to extend credit using such Shares as collateral. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer, the Shares may no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board, in which event the Shares would be ineligible as collateral for margin loans made by brokers.

8. Certain Information Concerning CoreSite.

The following description of CoreSite and its business was taken from CoreSite's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2021, and is qualified in its entirety by reference to such Quarterly Report on Form 10-Q.

CoreSite is engaged in the business of ownership, acquisition, construction and operation of strategically located data centers in some of the largest and fastest growing data center markets in the United States, including the San Francisco Bay area, Los Angeles, the Northern Virginia area (including Washington D.C.), the New York area, Chicago, Boston, Denver and Miami.

CoreSite delivers secure, reliable, high-performance data center, cloud access and interconnection solutions to a growing customer ecosystem across eight key North American communication markets. More than 1,370 customers, including many of the world's leading enterprises, network operators, cloud providers, and supporting service providers, choose CoreSite to connect, protect and optimize their performance-sensitive data, applications and computing workloads.

CoreSite is a Maryland corporation incorporated on February 17, 2010. CoreSite's corporate headquarters are located at 1001 17th Street, Suite 500, Denver, Colorado 80202. CoreSite's telephone number at such corporate headquarters is (866) 777-2673.

Available Information. CoreSite is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning CoreSite's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of CoreSite's securities, any material interests of such persons in transactions with CoreSite, and other matters is required to be disclosed in proxy statements and periodic reports distributed to CoreSite's stockholders and filed with the SEC. Copies may be obtained by mail, upon payment of the SEC's customary charges, by writing to its principal office at 100 F Street, NE, Washington, DC 20549. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, such as CoreSite, who file electronically with the SEC. The address of that site is http://www.sec.gov. CoreSite also maintains an Internet website at http://www.coresite.com. The information contained in, accessible from or connected to CoreSite's website is not incorporated into, or otherwise a part of, this Offer to Purchase or any of CoreSite's filings with the SEC. The website addresses referred to in this paragraph are inactive text references and are not intended to be actual links to the websites.

Sources of Information. Except as otherwise set forth herein, the information concerning CoreSite contained in this Offer to Purchase has been based upon publicly available documents and records on file with the SEC, other public sources and information provided by CoreSite. Although we have no knowledge that any such information contains any misstatements or omissions, none of ATC, Parent, Holdco, Purchaser or any of their respective affiliates or assigns, the Information Agent or the Depositary assumes responsibility for the accuracy or completeness of the information concerning CoreSite contained in such documents and records or for any failure by CoreSite to disclose events which may have occurred or may affect the significance or accuracy of any such information.

9. Certain Information Concerning ATC, Parent, Holdco and Purchaser.

General. Purchaser is a Maryland limited liability company with its executive offices located at c/o American Tower Corporation, 116 Huntington Avenue, Boston, Massachusetts 02116. The telephone number of Purchaser is (617) 375-7500. Purchaser is a wholly owned direct subsidiary of Holdco, and a wholly owned indirect subsidiary of ATC and Parent. Purchaser was formed for the purpose of making the Offer and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Mergers and the entry into the Merger Agreement.

Holdco is a Delaware limited liability company with its principal offices located at c/o American Tower Corporation, 116 Huntington Avenue, Boston, Massachusetts 02116. The telephone number of Holdco is (617) 375-7500. Holdco is a wholly owned indirect subsidiary of ATC. Holdco was formed for the purpose of making the Offer and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Mergers and the entry into the Merger Agreement.

Parent is a California limited liability company with its principal offices located at c/o American Tower Corporation, 116 Huntington Avenue, Boston, Massachusetts 02116. The telephone number of ATC is (617) 375-7500. Parent serves as an investment vehicle of ATC.

ATC is a Delaware corporation with its principal offices located at c/o American Tower Corporation, 116 Huntington Avenue, Boston, Massachusetts 02116. The telephone number of ATC is (617) 375-7500. ATC is a global real estate investment trust and an independent owner, operator and developer of multitenant communications real estate. ATC's primary business is the leasing of space on communications sites to wireless

service providers, radio and television broadcast companies, wireless data providers, government agencies and municipalities and tenants in a number of other industries.

The name, citizenship, present principal occupation or employment and past material occupation, positions, offices or employment for at least the last five years for each director and each of the executive officers of ATC, Parent, Holdco and Purchaser and certain other information are set forth in Schedule A hereto.

During the last five years, none of ATC, Parent, Holdco or Purchaser or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons listed in Schedule A hereto, (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as otherwise described in this Offer to Purchase, (i) none of ATC, Parent, Holdco, Purchaser, any majority-owned subsidiary of ATC, Parent, Holdco or Purchaser or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons listed in Schedule A hereto or any associate of any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of ATC, Parent, Holdco, Purchaser or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons or entities referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as otherwise described in this Offer to Purchase, none of ATC, Parent, Holdco, Purchaser or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons listed in Schedule A hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of CoreSite, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of ATC, Parent, Holdco, Purchaser or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons listed on Schedule A hereto, has had any business relationship or transaction with CoreSite or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between ATC or any of its subsidiaries or, to the best knowledge of ATC, Parent, Holdco and Purchaser, any of the persons listed in Schedule A hereto, on the one hand, and CoreSite or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, ATC, Parent, Holdco and Purchaser filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. Copies of the Schedule TO and the exhibits thereto, and reports, proxy statements and other information may be obtained by mail, upon payment of the SEC's customary charges, by writing to its principal office at 100 F Street, NE, Washington, DC 20549. ATC filings are also available to the public on the SEC's website (http://www.sec.gov).

10. Background of the Offer; Contacts with CoreSite.

Background of the Offer and the Merger; Past Contacts or Negotiations between ATC and CoreSite. The following is a description of contacts between representatives of ATC, Parent, Holdco or Purchaser with representatives of CoreSite that resulted in the execution of the Merger Agreement. For a review of CoreSite's activities relating to these contacts, please refer to CoreSite's Schedule 14D-9 being mailed to stockholders with this Offer to Purchase.

Background of the Offer and the Merger

The information set forth below regarding CoreSite was provided by CoreSite, and none of ATC, Parent, Holdco, Purchaser or any of their respective affiliates or representatives take any responsibility for the accuracy or completeness of any information regarding meetings or discussions in which ATC or its affiliates or representatives did not participate. The following contains a description of negotiations and material contacts between representatives of ATC, Parent, Holdco or Purchaser and representatives of CoreSite that resulted in the execution of the Merger Agreement. For a review of CoreSite's activities relating to these negotiations and contacts, please refer to CoreSite's Schedule 14D-9 filed with the SEC and being mailed to CoreSite's stockholders with this Offer to Purchase.

The board of directors of ATC (the "ATC Board") and ATC's executive management regularly evaluate various strategies to improve ATC's competitive position and enhance value for ATC's stockholders, including opportunities for acquisitions of other companies or their assets. ATC also meets with potential partners and acquisition targets on a regular basis to understand these companies' businesses and evaluate the potential opportunities.

On March 5, 2021, Steve Baker, Vice President of Innovation & Business Development of ATC sent an email to Paul E. Szurek, the President and Chief Executive Officer of CoreSite and a member of the CoreSite Board, seeking to engage regarding the prospect of deploying data centers on ATC real estate. Mr. Szurek responded the same day and connected Mr. Baker with Steve Smith, Chief Revenue Officer of CoreSite. Over the course of the next three months, Mr. Baker, Mr. Smith and various other representatives of ATC and CoreSite participated in a series of calls and exchanged emails to discuss opportunities for strategic partnership between the two companies.

On June 24, 2021, Mr. Szurek was introduced via email to Thomas A. Bartlett, the President and Chief Executive Officer of ATC, by a member of the CoreSite Board who believed the two companies could partner to address the emerging needs of their respective customers. Following the introduction, Mr. Szurek emailed Mr. Bartlett and the two agreed to meet in August of 2021.

On August 12, 2021, Mr. Szurek met with Mr. Bartlett, as previously scheduled. At the meeting, the two agreed to set up a joint meeting with their respective management teams to explore potential future strategic business partnerships between CoreSite and ATC. No proposals regarding a whole-company acquisition or similar combination transaction were discussed at the meeting.

On August 17, 24 and 31, 2021, Mr. Szurek and Mr. Bartlett further discussed a potential transaction between ATC and CoreSite. No specific proposals were made during these conversations.

On September 1, 2021, Steve Vondran, Executive Vice President and President of U.S. Tower Division of ATC, and Nate Brown, Vice President of Corporate Development of ATC, participated in exploratory discussions with representatives of Evercore, CoreSite's financial advisor, regarding a potential transaction between ATC and CoreSite.

Between September 1 and September 4, 2021, ATC and CoreSite negotiated and entered into a confidentiality agreement, which contained customary standstill restrictions (which restrictions would terminate in the event any person entered into a definitive agreement with CoreSite to acquire more than 50% of CoreSite's outstanding voting securities, among other circumstances). Over the course of the following month through early November, CoreSite provided ATC with access to a virtual data room and various due diligence materials. CoreSite also hosted management presentations and diligence sessions for the benefit of ATC and responded to numerous diligence requests and questions.

During weekend of September 11-12, 2021, Mr. Bartlett and Mr. Szurek discussed the status of ATC's consideration of a potential transaction with CoreSite.

On October 13, 2021, Mr. Szurek and Mr. Bartlett held a meeting in which they discussed their perspectives on the business and prospects of ATC and CoreSite and how a strategic transaction between the parties could potentially be structured. During this meeting, Mr. Szurek indicated that the CoreSite Board had received a proposal from another party, and would be interested in receiving an indication of ATC's view of the value of a potential transaction between ATC and CoreSite.

On October 15 and October 20, 2021, the ATC Board met with Mr. Bartlett, Mr. Vondran, Rod Smith, Executive Vice President and Chief Financial Officer of ATC and Edmund DiSanto, Executive Vice President, Chief Administrative Officer and General Counsel of ATC, among other representatives of ATC, to discuss how a transaction with CoreSite would further ATC's expanded data center based strategy. Following such discussions, the ATC Board approved the submission of a non-binding written proposal to acquire CoreSite.

Later on October 20, 2021, ATC submitted a non-binding written proposal to acquire CoreSite for an unspecified combination of cash and stock valuing CoreSite in the area of $165.00 per Share. The proposal indicated that, if the CoreSite Board so desired, ATC would be willing to consider providing CoreSite stockholders the right to elect to receive all-cash or all-stock consideration, subject to proration. The proposal contemplated that a transaction would not require a vote by ATC stockholders and would be effected by means of a standard two-step merger (i.e., a tender offer, immediately followed by a short-form back-end merger).

On October 23, 2021, Mr. Szurek conveyed to Mr. Bartlett the CoreSite Board's proposed timeline for a final proposal. Furthermore, Mr. Szurek stated to Mr. Bartlett that CoreSite would not be averse to an all-cash proposal, but was ultimately willing to consider any mix of consideration that would maximize value.

On October 27, 2021, representatives of Evercore sent a process letter to ATC along with a form of merger agreement prepared by CoreSite's outside counsel, Wachtell, Lipton, Rosen & Katz ("Wachtell Lipton"). The process letter requested that ATC submit its best and final proposal no later than November 11, 2021 and invited ATC to submit an interim markup of the form merger agreement no later than November 4, 2021.

On November 4, 2021, Mr. Bartlett held a call with Mr. Szurek to discuss ATC's proposal and feedback regarding certain considerations of importance to the CoreSite Board.

On November 4, 2021, Cleary Gottlieb Steen & Hamilton LLP, outside counsel to ATC ("CGSH"), submitted its markup of the merger agreement, indicating ATC's proposal for an all-cash transaction, and willingness to effect the transaction by a tender offer immediately followed by a short-form back-end merger. In the following days, representatives of Wachtell Lipton participated in a series of calls with representatives of CGSH to provide feedback on the markup and to suggest potential revisions that ATC could implement in order to enhance its final proposal.

On November 9, 2021, the financial media reported speculation regarding CoreSite's exploration of a strategic transaction, including reports that CoreSite was engaging in discussions with ATC and a number of other potential acquirors.

On November 10, 2021, the ATC Board met with members of management and other advisors to discuss the submission of a final proposal. Upon due consideration and the conclusion that the proposed transaction with CoreSite was in the best interests of ATC, the ATC Board approved the submission of the final proposal, the execution of definitive documents on the basis of such proposal and the consummation of the proposed transaction on such basis.

On November 11, 2021, ATC submitted a revised and final acquisition proposal, including a revised markup of the form merger agreement. The ATC proposal contemplated an all-cash purchase price of $170.00 per Share representing a premium of 18.2% to CoreSite's 90-day volume weighted average price for the period from July 2, 2021 through November 8, 2021 and a 7.9% premium to the closing price on November 8, 2021, the last trading day before press rumors regarding a potential transaction.

From November 12, 2021 continuing until November 14, 2021, representatives of Wachtell Lipton and CGSH exchanged further revised drafts of the merger agreement and participated in calls to resolve the remaining open issues.

On November 14, 2021, ATC and CoreSite executed the Merger Agreement. ATC and CoreSite issued a joint press release announcing the entry into the Merger Agreement on the morning of November 15, 2021.

On November 29, 2021, Purchaser commenced the Offer and filed this Schedule TO-T.

11. Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements.

Purpose of the Offer and Plans for CoreSite.

Purpose of the Offer. The purpose of the Offer and the Mergers is for ATC and its affiliates, through Purchaser, to acquire control of, and the entire equity interest in, CoreSite. Pursuant to the REIT Merger, ATC will indirectly acquire all of the stock of CoreSite not purchased pursuant to the Offer or otherwise. Pursuant to the OP Merger, ATC will indirectly acquire all of the partnership units of the OP not acquired through the acquisition of CoreSite. Stockholders of CoreSite who sell their Shares in the Offer will cease to have any equity interest in CoreSite or any right to participate in its earnings and future growth.

Merger Without a Stockholder Vote. If the Offer is consummated, we will not seek the approval of CoreSite's remaining public stockholders before effecting the REIT Merger. Section 3-106.1 of the MGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that (i) the acquiring entity consummates a tender offer for any and all of the outstanding stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be entitled to vote on the subject merger and (ii) following the consummation of such tender offer, the acquiring entity and its direct and indirect parents and subsidiaries own at least such percentage of the stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be required to approve the merger. In addition, under Section 3-106.1 of the MGCL, the acquiring entity must give notice that satisfies the requirements of Section 3-106.1(e)(1) of the MGCL to all stockholders of record of the corporation to be acquired at least 20 business days prior to the merger. A Notice of the Merger pursuant to Section 3-106(e)(1) was mailed on November 26, 2021 to CoreSite stockholders of record, thereby constituting the notice of merger referred to in this paragraph. Accordingly, if we consummate the Offer, we intend to effect the closing of the REIT Merger without a vote of the stockholders of CoreSite and in accordance with Section 3-106.1 of the MGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the REIT Merger, as soon as practicable after the consummation of the Offer. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the REIT Merger.

Plans for CoreSite. ATC is conducting a detailed review of CoreSite and its assets, corporate structure, capitalization, indebtedness, operations, properties, policies, management and personnel, and will consider which changes would be desirable in light of the circumstances that exist upon completion of the Offer and the Mergers. ATC will continue to evaluate the business and operations of CoreSite during the pendency of the Offer and after the consummation of the Offer and the Mergers and will take such actions as it deems appropriate under the circumstances then existing. Thereafter, ATC intends to review such information as part of a comprehensive review of CoreSite's business, operations, capitalization, indebtedness and management with a view to optimizing development of CoreSite's potential in conjunction with ATC's existing businesses. Possible changes could include changes in CoreSite's business, corporate structure, organizational documents, capitalization, board of directors and management. Plans may change based on further analysis and ATC reserves the right to change its plans and intentions at any time, as deemed appropriate.

Except as disclosed in this Offer to Purchase, ATC, Parent, Holdco and Purchaser do not have any present plan or proposal that would result in the acquisition by any person of additional securities of CoreSite, the disposition of securities of CoreSite, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving CoreSite or the purchase, sale or transfer of a material amount of assets of CoreSite.

Summary of the Merger Agreement and Certain Other Agreements.

Merger Agreement

The following summary of certain provisions of the Merger Agreement and all other provisions of the Merger Agreement discussed herein are qualified by reference to the Merger Agreement itself, a copy of which is filed as Exhibit 2.1 to the Current Report on Form 8-K filed by ATC with the SEC on November 15, 2021 and which is incorporated herein by reference. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 9—"Certain Information Concerning ATC, Parent, Holdco and Purchaser." Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below.

The Merger Agreement has been filed with the SEC and is incorporated by reference herein to provide investors and stockholders with information regarding the terms of the Offer and the Mergers. It is not intended to provide any other factual information about ATC, Parent, Holdco, Purchaser or CoreSite, their respective affiliates, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Offer, the Mergers or the other transactions contemplated by the Merger Agreement. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were (except as expressly set forth therein) solely for the benefit of the parties to such agreement and may be subject to qualifications and limitations agreed upon by such parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and any description thereof contained or incorporated by reference herein, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk among the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and in some cases were qualified by disclosures set forth in confidential disclosure schedules that were provided by CoreSite to Parent, and by Parent to CoreSite, but not filed with the SEC as part of the Merger Agreement. Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein. Information concerning the subject matter of such representations, warranties and covenants, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures.

The Offer. The Merger Agreement provides that Purchaser will commence the Offer no later than November 30, 2021. Purchaser's obligation to accept for payment and pay for Shares validly tendered in the Offer is subject to the satisfaction of the Minimum Tender Condition and the other conditions that are described in Section 13—"Conditions of the Offer." Subject to the satisfaction of the Minimum Tender Condition and the other conditions that are described in Section 13—"Conditions of the Offer," the Merger Agreement provides that Purchaser will immediately after the applicable Expiration Date, as it may be extended pursuant to the terms of the Merger Agreement, irrevocably accept for payment all Shares tendered and not validly withdrawn pursuant to the Offer and, as promptly as practicable after the Offer Acceptance Time, pay for such Shares. The Offer will expire at one minute after 11:59 p.m., Eastern Time on December 27, 2021, unless we extend the Offer pursuant to the terms of the Merger Agreement.

Purchaser expressly reserves the right to (i) waive or modify (to the extent permitted under applicable law) any condition to the Offer, (ii) increase the amount of cash constituting the Offer Price and (iii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that CoreSite's prior written approval is required for Parent or Purchaser to:

(1) decrease the Offer Price;

(2) change the form of consideration payable in the Offer (except that we may increase the cash consideration payable in the Offer);

(3) decrease the number of Shares sought to be purchased in the Offer;

(4) impose conditions or requirements to the Offer in addition to the conditions set forth in Section 13—"Conditions of the Offer;"

(5) amend or waive the Minimum Tender Condition;

(6) otherwise amend or modify any of the other terms of the Offer in a manner that adversely affects the holders of Shares or would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Offer or impair the ability of the Parent Parties to consummate the transactions contemplated by and in accordance with the Merger Agreement;

(7) terminate the Offer or accelerate, extend or otherwise change the Expiration Date except as provided in the Merger Agreement; or

(8) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the Exchange Act.

The Merger Agreement contains provisions to govern the circumstances under which Purchaser is required to extend the Offer. Specifically, the Merger Agreement provides that:

(i) if at any then-scheduled expiration date, any condition to the Offer (other than the Minimum Tender Condition) is not satisfied and has not been waived (to the extent waivable by Purchaser), Purchaser will extend the offer for additional periods of up to ten business days per extension (except as described below) in order to permit such condition to be satisfied;

(ii) if at any then-scheduled Expiration Date each condition to the Offer (other than the Minimum Tender Condition) is satisfied or has been waived by Purchaser (to the extent waivable by Purchaser), then Purchaser may, and upon CoreSite's request, must, extend the Offer for additional periods of up to ten business days per extension (except as described below) in order to permit the Minimum Tender Condition to be satisfied (provided that Purchaser cannot be required by CoreSite to extend the Expiration Date more than three times);

(iii) Purchaser will extend the Offer for the minimum period required by any law or rules, regulations, interpretations or positions of the SEC or its staff or the NYSE (including in order to comply with Exchange Act Rule 14e-1(b) in respect of any change in the Offer Price); and

(iv) Purchaser may extend the Offer for any period necessary to satisfy the requirements contained in Section 3-106(e)(1) of the MGCL.

In each case described above, the Offer may be extended until (unless otherwise agreed by Purchaser and CoreSite) the earliest of (a) the termination of the Merger Agreement in accordance with its terms, (b) May 13, 2022 and (c) the final expiration date following extension of the Offer in compliance with the terms of the Merger Agreement. Furthermore, the parties have agreed that the Offer may not expire during the period between December 30, 2021 and January 14, 2022, and in the event the terms of the Merger Agreement would permit or require Purchaser to extend the expiration date to a date during such period, Purchaser may or must instead extend the Offer to the first business day after January 14, 2022.

Upon any valid termination of the Merger Agreement, Purchaser has agreed that it will promptly and unconditionally terminate the Offer and Purchaser will not acquire any Shares pursuant to the Offer.

The Mergers. The Merger Agreement provides that, following completion of the Offer and subject to the terms and conditions of the Merger Agreement, and in accordance with the MGCL and the Maryland Limited Liability Company Act (the "MLLCA"), Purchaser will be merged with and into CoreSite, the separate existence of Purchaser will cease, and CoreSite will continue as the Interim Surviving Entity in the REIT Merger. Substantially concurrently with the REIT Merger, and in accordance with the DRULPA and the DLLCA, OP Merger Sub will be merged with and into the OP, the separate existence of OP Merger Sub will cease, and the OP will continue as the Surviving Partnership in the OP Merger. Immediately following the consummation of the REIT Merger and the OP Merger, and in accordance with the MGCL and the DLLCA, the Interim Surviving Entity will be merged with and into Holdco, the separate existence of the Interim Surviving Entity will cease, and Holdo will continue as the Surviving Entity in the Holdco Merger.

The closing of the Mergers (the "Closing") will take place at or around 10:00 A.M., New York City time, on (i) the date on which the Offer Acceptance Time occurs, subject to satisfaction or (to the extent permitted by law) waiver of all conditions to Closing (other than those conditions to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or if all conditions to Closing are not satisfied or waived by such date, then the Closing will occur on the second business day after satisfaction or (to the extent permitted by law) waiver of all conditions to Closing or (ii) such other date agreed to in writing by CoreSite and Parent (the date on which the Closing occurs, the "Closing Date").

On the day of the Closing, the parties will file articles of merger with the SDAT as provided under the MGCL and MLLCA to effect the REIT Merger. The REIT Merger will become effective at such time as the articles of merger are accepted for record by the SDAT or on such other date and time as is agreed by CoreSite and Purchaser and specified in the articles of merger. The REIT Merger will be governed by and effected under Section 3-106.1 of the MGCL without a stockholder vote to adopt the Merger Agreement or effect the REIT Merger.

Substantially simultaneously with the filing of articles of merger to effect the REIT Merger, the parties will file a certificate of merger with the DSOS as provided under the DRULPA and the DLLCA to effect the OP Merger. The OP Merger will become effective at such time as the certificate of merger is filed with the DSOS or on such other date and time as is agreed by CoreSite and Parent and specified in the certificate of merger.

Immediately following the consummation of the REIT Merger and the OP Merger, the parties will file a certificate of merger and articles of merger with the DSOS and SDAT, respectively, as provided under the DLLCA and MGCL, respectively, to effect the Holdco Merger. The Holdco Merger will become effective as such time as is agreed by the Interim Surviving Entity and Holdco and specified in the certificate of merger and articles of merger.

As of the REIT Merger Effective Time, the charter and bylaws of CoreSite as in effect immediately prior to the REIT Merger will continue as the charter and bylaws of the Interim Surviving Entity. As of the Holdco Merger Effective Time, the certificate of formation and limited liability company operating agreement of Holdco as in effect immediately prior to the Holdco Merger will continue as the certificate of formation and limited liability company operating agreement of the Surviving Entity. As of the Holdco Merger Effective Time, the limited partnership agreement of the Surviving Partnership will be amended and restated so as to read in its entirety in a form reasonably acceptable to Parent, and the certificate of formation of the OP as in effect immediately prior to the OP Merger will continue as the certificate of formation of the Surviving Partnership.

Closing Conditions. The respective obligations of each party to effect the Mergers are subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part by the written agreement of the parties, in each case, to the extent permitted by applicable law:

- Purchaser having irrevocably accepted for payment all Shares validly tendered and not validly withdrawn pursuant to the Offer; and
- there not having been entered, enacted, issued, promulgated or enforced by any court of competent jurisdiction or other governmental authority, and remaining in effect, any injunction or similar order, judgment, ruling or settlement, or any applicable law that prohibits, enjoins or makes illegal the consummation of the Offer or the other transactions contemplated by the Merger Agreement.

Officers. As of the Holdco Merger Effective Time, the officers of the Surviving Entity will be the respective individuals who served as the officers of Holdco as of immediately prior to the Holdco Merger Effective Time,

until their respective successors have been duly elected and qualified, or until their earlier death, resignation or removal. As of the Partnership Merger Effective Time, the officers of the Surviving Partnership will be the respective individuals who served as the officers of OP Merger Sub immediately prior to the Partnership Merger Effective Time.

General Partner. As of the Partnership Merger Effective Time, the general partner of the Surviving Partnership will be the Interim Surviving Entity, and as of the Holdco Merger Effective Time, the general partner of the Surviving Partnership will be Parent (or its designee, which must be a subsidiary of Parent (other than Holdco) that is disregarded as separate from Parent under Treasury Regulations Section 301.7701-3).

Conversion of Capital Stock at the Effective Time. At the REIT Merger Effective Time, (i) each Share issued and outstanding immediately prior to such time (other than (i) certain restricted shares and (ii) Shares held by the Parent Parties), will be converted into the right to receive an amount in cash equal to the Offer Price and (ii) all of the equity interests of Purchaser issued and outstanding immediately prior to such time will be converted into a number of shares of the Interim Surviving Entity equal to the number of Shares issued and outstanding immediately prior to the REIT Merger Effective Time.

At the Partnership Merger Effective Time, (i) each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price and (ii) all of the equity interests of OP Merger Sub issued and outstanding immediately prior to such time will be converted into a number of partnership units in the Surviving Partnership equal to the number of partnership units owned by the limited partners (excluding CoreSite) immediately prior to the Partnership Merger Effective Time.

At the Holdco Merger Effective Time, (i) all shares of the capital stock of the Interim Surviving Entity will no longer be outstanding and will be automatically cancelled and cease to exist and (ii) all of the equity interests of Holdco issued and outstanding immediately prior to such time will remain outstanding and will not be affected by the Holdco Merger.

Treatment of Equity Awards. At the REIT Merger Effective Time, each award of restricted stock units granted by CoreSite pursuant to its equity plan (each such award, a "CoreSite RSU Award") that is outstanding as of immediately prior to the REIT Merger Effective Time will vest in accordance with the terms of the applicable award agreement and all restrictions thereupon will lapse, and each such CoreSite RSU Award will be cancelled and converted into the right to receive, within five business days after the REIT Merger Effective Time, a cash payment equal to the product of (i) the number of Shares underlying such CoreSite RSU Award as of immediately prior to the REIT Merger Effective Time and (ii) the Offer Price.

At the REIT Merger Effective Time, (x) 20% of each award of time-based restricted Shares (each, a "CoreSite Restricted Stock Award"), (y) 20% of each award of performance-based restricted Shares (each, a "CoreSite Performance Stock Award" and collectively a "CoreSite Equity Award") and (z) 100% of each CoreSite Equity Award held by Paul Szurek, Jeffrey Finnin and Derek McCandless, the President and Chief Executive Officer; Chief Financial Officer; and Senior Vice President, Legal, General Counsel and Secretary; respectively, of CoreSite, in each of (x), (y) or (z), that is outstanding as of immediately prior to the REIT Merger Effective Time (each of (x), (y) or (z), a "Specified Award") will vest and all restrictions thereupon will lapse, and each such Specified Award will be cancelled and converted into the right to receive a cash payment, within five business days following the REIT Merger Effective Time and subject to applicable withholding, equal to the product of (A) the number of Shares underlying such Specified Award as of immediately prior to the REIT Merger Effective Time (determined, with respect to each CoreSite Performance Stock Award, in accordance with the applicable award agreement and based on the greater of the target level of performance and the actual level of achievement of the applicable performance goals over the period commencing on the first day of such three-year performance period and ending on the second to last trading day prior to the date of the REIT Merger Effective Time, using the Offer Price as the end point for measurement of CoreSite's total shareholder return) and (B) the Offer Price.

In addition, each holder of a Specified Award will receive a cash payment, within five (5) business days following the REIT Merger Effective Time and subject to applicable withholding, equal to the dividend equivalent balance credited on such Specified Award as of immediately prior to the REIT Merger Effective Time. The Shares underlying the Specified Awards whose vesting will accelerate at the REIT Merger Effective Time will be taken from those Shares that vest last, and subsequently in reverse chronological order, based on the vesting schedule under the applicable award agreement relating to such Specified Award.

At the REIT Merger Effective Time, each CoreSite Equity Award that is outstanding as of immediately prior to the REIT Merger Effective Time and is not a Specified Award will be assumed by ATC and will be converted into an award of restricted shares of common stock, par value $0.01 per share, of ATC (the "ATC Shares" and each award, the "ATC Restricted Stock Award") with respect to a number of ATC Shares (rounded to the nearest whole number of shares) equal to the product of (A) the number of Shares underlying such CoreSite Equity Award as of immediately prior to the REIT Merger Effective Time (determined, with respect to each CoreSite Performance Stock Award, in accordance with the applicable award agreement and based on the greater of the target level of performance and the actual level of achievement of the applicable performance goals over the period commencing on the first day of such three-year performance period and ending on the second to last trading day prior to the date of the REIT Merger Effective Time, using the Offer Price as the end point for measurement of CoreSite's total shareholder return) and (B) the quotient (the "Equity Award Exchange Ratio"), rounded to four decimal places, of (x) the Offer Price, divided by (y) the volume weighted average price of an ATC Share on the NYSE for the ten trading day period ending on, and including, the second to last trading day prior to the date of the REIT Merger Effective Time. Each such ATC Restricted Stock Award will continue to have the same terms and conditions as applied to the corresponding CoreSite Equity Award immediately prior to the REIT Merger Effective Time (other than performance-based vesting conditions) and will be credited with the dividend equivalent balance credited on the corresponding CoreSite Equity Award as of immediately prior to the REIT Merger Effective Time.

Representations and Warranties. This summary of the Merger Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual information about ATC, Parent, Holdco, Purchaser or CoreSite, their respective affiliates, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Offer or the Mergers. The Merger Agreement contains representations and warranties that are the product of negotiations among the parties thereto and made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by confidential disclosure schedules delivered by CoreSite to Parent, and by Parent to CoreSite, in connection with the Merger Agreement. The representations and warranties were negotiated with the principal purpose of allocating risk among the parties to the agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

In the Merger Agreement, CoreSite and the OP have made representations and warranties to Parent with respect to, among other things:

- corporate matters with respect to CoreSite, the OP and their subsidiaries, such as due organization, organizational documents, good standing, qualification, power and authority;
- capitalization;
- authority relative to, and the binding nature of, the Merger Agreement;
- corporate approvals regarding the Merger Agreement and the Transactions;
- the absence of conflicts with laws, CoreSite's or the OP's organizational documents and CoreSite's material contracts;
- SEC filings and financial statements;

- disclosure controls and internal controls over financial reporting;
- absence of certain changes since December 31, 2020;
- absence of a Company Material Adverse Effect (as defined below) from December 31, 2020;
- absence of undisclosed liabilities;
- absence of litigation;
- employees and employee benefit plans, including the Employee Retirement Income Security Act of 1974, as amended, and certain related matters;
- labor matters;
- tax matters;
- material contracts;
- environmental matters;
- intellectual property matters;
- privacy, cybersecurity and IT assets;
- compliance with applicable laws;
- real property;
- accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9;
- opinion of its financial advisor;
- insurance;
- related party agreements;
- broker fees and expenses;
- state takeover statutes;
- dissenters' rights;
- absence of a required vote; and
- the Investment Company Act of 1940, as amended.

Some of the representations and warranties in the Merger Agreement made by CoreSite are qualified as to "materiality" or "Company Material Adverse Effect." For purposes of the Merger Agreement, a "Company Material Adverse Effect" means any event, change, occurrence, effect or development that (i) has a material adverse effect on the business, assets, properties, operations, results of operation or condition of CoreSite and its subsidiaries, taken as a whole, or (ii) would prevent, materially delay or materially impair the ability of CoreSite and the OP to perform their obligations under the Merger Agreement or consummate the Transactions. However, for purposes of determining whether a Company Material Adverse Effect has occurred under prong (i) of the foregoing sentence, a Company Material Adverse Effect will not include events, changes, occurrences, effects or developments relating to or resulting from any of the following:

(a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates;

(b) any decline in the market price or trading volume of the Shares or any change in the credit rating of CoreSite or any of its securities (except, that the facts and circumstances underlying any such decline or change may be considered, to the extent not otherwise excluded);

(c) changes or developments in the industries in which CoreSite or any of its subsidiaries operate;

(d) changes in law (or the interpretation or enforcement thereof);

(e) the execution, delivery or performance of the Merger Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated by the Merger Agreement, including the impact on the relationships (contractual or otherwise) of CoreSite or any of its subsidiaries with employees, partnerships, customers or suppliers or governmental entities (except that events, changes, occurrences, effects or developments relating to or resulting from the foregoing may constitute a Company Material Adverse Effect for purposes of certain representations of CoreSite and the OP regarding the absence of conflicts with applicable law, their organizational documents, material contracts and employee agreements and benefit plans);

(f) the identity of Parent or any of its affiliates as the acquiror of CoreSite;

(g) compliance with the terms of, or the taking or omission of any action required by, the Merger Agreement or expressly requested in writing or consented to by Parent (other than any action or failure to take any action pursuant to the conduct of the business covenant, unless Parent has unreasonably withheld, delayed or conditioned its written consent to any such action or failure to take action);

(h) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other governmental entity or the declaration by the United States or any other governmental entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of the Merger Agreement;

(i) any hurricane, tornado, flood, earthquake, natural disasters, acts of God or other comparable events;

(j) any pandemic, epidemic or disease outbreak (including COVID-19) or other comparable events;

(k) changes in generally accepted accounting principles or the interpretation or enforcement thereof;

(l) any litigation relating to or resulting from the Merger Agreement or the transactions contemplated thereby; or

(m) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (except that the facts and circumstances underlying any such failure may be considered, to the extent not otherwise excluded).

However, in the case of the exclusions set forth in (a), (c), (d), (h), (i), (j) or (k) immediately above, to the extent any event, change, occurrence, effect or development relating to or resulting from such exclusions disproportionately adversely affects CoreSite and its subsidiaries, taken as a whole, relative to other companies in the industries in which CoreSite and its subsidiaries operate, the incremental disproportionate impact may be taken into account in determining whether there has been a Company Material Adverse Effect.

Furthermore, any event, change, occurrence, effect or development that has caused or is reasonably likely to cause CoreSite to fail to qualify as a REIT for federal tax purposes, is considered a Company Material Adverse Effect, unless the failure is able to be, and has been, cured on commercially reasonable terms prior to May 13, 2022.

In the Merger Agreement, ATC and the Parent Parties have made certain representations and warranties to CoreSite with respect to, among other things:

- corporate matters, such as due organization, organizational documents, good standing, qualification, power and authority;
- authority relative to, and the binding nature of, the Merger Agreement;
- corporate approvals regarding the Merger Agreement and the Transactions;

- the absence of conflicts with laws, the organizational documents of the Parent Parties and their subsidiaries and Parent's material contracts;
- tax matters;
- accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9;
- the Parent Parties' lack of any ownership interest in CoreSite;
- absence of a required vote;
- broker fees and expenses;
- ATC's debt financing and Parent's sufficiency of funds to consummate the Offer and the Mergers; and
- the formation and activities of Purchaser, Holdco and OP Merger Sub.

Some of the representations and warranties in the Merger Agreement made by ATC and the Parent Parties are qualified as to "materiality" or "Parent Material Adverse Effect." For the purpose of the Merger Agreement, a "Parent Material Adverse Effect" means an event, change, occurrence, effect or development that would prevent, materially delay or materially impair the ability of any Parent Party to consummate the Transactions.

None of the representations and warranties of the parties to the Merger Agreement contained in the Merger Agreement or in any schedule, instrument or other document delivered pursuant to the Merger Agreement will survive the REIT Merger Effective Time.

Access to Information. From the date of the Merger Agreement until the earlier of the REIT Merger Effective Time and the termination of the Merger Agreement pursuant to its terms, upon reasonable advance notice, CoreSite will, and will cause its subsidiaries to, provide Parent and its representatives with reasonable access during normal business hours to CoreSite's and its subsidiaries' properties, contracts, commitments and books and records, in each case solely for purposes of furthering the Transactions or integration planning related thereto, and subject to customary exceptions and limitations.

Notice of Certain Events. CoreSite and Parent have agreed to promptly notify the other (i) of any written notice or communication received by such party from any governmental entity in connection with the Merger Agreement or the Transactions or from any person alleging that the consent of such person is or may be required in connection with the Transactions or (ii) if any representation or warranty made by it in the Merger Agreement becomes untrue or inaccurate such that the conditions to the Closing would reasonably be expected to be incapable of being satisfied by May 13, 2022 or it fails to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under the Merger Agreement.

Conduct of Business Pending the Merger. CoreSite has agreed that, from the date of the Merger Agreement until the earlier of the REIT Merger Effective Time and the termination of the Merger Agreement pursuant to its terms, except (i) as disclosed prior to execution of the Merger Agreement in CoreSite's confidential disclosure schedules, (ii) as expressly contemplated by or required pursuant to the Merger Agreement, (iii) as required by applicable law or (iv) as consented to by Parent (which consent may not be unreasonably withheld, delayed or conditioned), CoreSite must maintain its qualification for taxation as a REIT and must (and must cause its subsidiaries to) use its commercially reasonable efforts to (a) conduct its business in all material respects in the ordinary course of business and in compliance with applicable law, (b) maintain in all material respects its business organization and business relationships and (c) maintain its material assets and properties in their current condition (ordinary wear and tear excepted). In addition, and subject to the exceptions listed in (i) through (iv) above, CoreSite will not (and will cause its subsidiaries not to), among other things and subject to specified exceptions:

- adopt any amendments to the organizational documents of CoreSite or the OP, or amend in any material respect or in any manner adverse to CoreSite or the OP the organizational documents of CoreSite's subsidiaries;

- split, combine or reclassify any shares of capital stock of CoreSite or any of its subsidiaries, except for a transaction by a wholly owned subsidiary of CoreSite that remains a wholly owned subsidiary after consummation of such transaction;
- authorize, declare, set aside or pay any dividend on or make any other distributions (whether in cash, stock, property or otherwise) with respect to shares of capital stock of CoreSite or other equity interests of any subsidiary of CoreSite or any rights, warrants or options to acquire any such shares or equity interests, except for the authorization and payment by CoreSite of regular quarterly dividends and by the OP of regular quarterly distributions, payable at a quarterly rate not to exceed $1.27 per share or unit (a "Permitted Dividend");
- (w) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, directly or indirectly, any shares of its capital stock or other equity interests or any rights, warrants or options to acquire any such shares or equity interests, except for the withholding of Shares to satisfy tax withholding obligations with respect to CoreSite equity awards, or with respect to the redemption or exchange of any partnership units of the OP, (x) grant any person any CoreSite equity award or any right or option to acquire any shares of CoreSite's capital stock or any rights, warrants or options to acquire any such shares, (y) authorize for issuance, issue, deliver or sell any additional shares of capital stock or other rights, warrants or options to acquire any such shares or (z) enter into any contract with respect to the sale, voting registration or repurchase of any shares of capital stock or other rights, warrants or options to acquire any such shares, except that CoreSite may issue Shares (A) upon the vesting, exercise and/or settlement, as applicable, of any CoreSite equity award to the extent required under the terms of the applicable CoreSite equity plan and award agreement, and (B) in connection with the redemption or exchange of any partnership units of the OP;
- acquire (including by merger, consolidation or acquisition of stock or assets) any interest in any person or entity (or equity interests thereof) or any assets or real property, other than (x) acquisitions of assets (other than real property) in the ordinary course of business and (y) acquisitions of assets or real property pursuant to certain material contracts disclosed on CoreSite's confidential disclosure schedules or for consideration that does not exceed $30 million, individually, or $50 million, in the aggregate;
- other than in the ordinary course of business, sell, transfer, dispose of or encumber (other than through certain permitted liens) any of its assets (including capital stock of CoreSite's subsidiaries and indebtedness of others held by it), other than sales, transfers or dispositions of property, equipment, assets or real property (x) pursuant to certain material contracts disclosed on CoreSite's confidential disclosure schedules, (y) having a fair market value that does not exceed $3 million, individually, or $5 million, in the aggregate, or (z) between CoreSite and one or more wholly owned subsidiaries or solely between wholly owned subsidiaries of CoreSite;
- incur, assume, or guarantee, any indebtedness, other than in the ordinary course of business, and except for (x) any indebtedness among CoreSite and its wholly owned subsidiaries or among the wholly owned subsidiaries of CoreSite, (y) guarantees or credit support provided by CoreSite or any of its subsidiaries for indebtedness of CoreSite or any of its subsidiaries to the extent such indebtedness was in existence on the date of the Merger Agreement or incurred in compliance with the Merger Agreement and (z) indebtedness required to be incurred pursuant to certain material contracts disclosed on CoreSite's confidential disclosure schedules (or replacements, renewals, extensions, or refinancings thereof);
- make any loans, advances or capital contributions to, or investments in, any other person in excess of $5 million in the aggregate, other than (x) solely between CoreSite and one of its subsidiaries or among its subsidiaries, (y) required or contemplated by certain material contracts disclosed on CoreSite's confidential disclosure schedules or (z) loans or advances made to non-affiliate tenants in the ordinary course of business;

- terminate or modify, amend or waive any rights under certain material contracts disclosed on CoreSite's confidential disclosure schedules or contracts with related parties of CoreSite in any material respect in a manner that is adverse to CoreSite, in each case, or enter into any Contract that would be a material contract or a related party contract, other than (x) in the ordinary course of business or (y) any termination or renewal in accordance with the terms of an existing material contract disclosed on CoreSite's confidential disclosure schedules that occurs automatically without any action by CoreSite or any of its subsidiaries;
- enter into, materially modify or amend, or terminate any real property lease, except for the renewal, extension or replacement of any real property lease expiring in accordance with its terms (such renewal, extension or replacement to be on terms substantially similar to the existing real property lease);
- other than with respect to certain stockholder litigation or tax actions, settle, pay, discharge or satisfy any claim, action, suit or proceeding, other than any claim, action, suit or proceeding that involves only the payment of monetary damages not in excess of $2 million, individually, or $5 million, in the aggregate, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in CoreSite SEC filings;
- except as required by the terms of any CoreSite compensation or benefit plan or agreement, (A) materially increase the compensation or employee benefits payable or provided to any officers, employees or directors of CoreSite or any its subsidiaries ("CoreSite Service Providers"), (B) grant or provide, or increase the amount of any change of control, severance, bonus or retention payments to any CoreSite Service Provider (other than establishing and granting awards under a cash retention program in an aggregate amount of up to $10 million), (C) establish, adopt, enter into or materially amend any CoreSite benefit plan or collective bargaining agreement, (D) take any action to amend or waive any performance or vesting criteria or accelerate vesting, payment, lapsing of restrictions or funding under any CoreSite benefit plan, (E) hire or promote any CoreSite Service Provider to a position that would be a member of CoreSite's Senior Leadership Team, or (F) terminate the employment (other than for cause) of any CoreSite Service Provider who is a member of CoreSite's Senior Leadership Team;
- materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by the United States generally accepted accounting principles or SEC rule or policy;
- enter into any new line of business;
- take any action, or knowingly fail to take any action, which action or failure would reasonably be expected to cause (x) CoreSite to fail to qualify for taxation as a REIT or (y) any subsidiaries of CoreSite to cease to be treated as any of (1) a partnership or disregarded entity for United States federal income tax purposes or (2) a REIT, a "qualified REIT subsidiary" within the meaning of Section 856(i)(2) of the Code or a "taxable REIT subsidiary" within the meaning of Section 856(l) of the Code, as the case may be;
- (A) make, change or rescind any material election relating to taxes, (B) settle or compromise any material tax audit, claim or assessment, (C) enter into any closing agreement related to material taxes, (D) knowingly surrender any right to claim any material tax refund or (E) other than in the ordinary course of business, give or request any waiver of a statute of limitations with respect to any material tax return;
- waive the excess share provisions of, or otherwise grant or increase an exception to or waiver of any ownership limits set forth in, the organizational documents of CoreSite or any of its subsidiaries for any person;
- (A) sell, transfer or assign any intellectual property of CoreSite, (B) abandon, cancel or let lapse, or fail to renew, maintain, continue to prosecute or defend or otherwise dispose of any material intellectual

property of CoreSite, (C) grant any license under (including any covenant not to sue or assert) or otherwise subject to any lien (other than certain permitted liens) any material intellectual property of CoreSite, except for non-exclusive licenses granted by CoreSite to subcontractors or customers entered into in the ordinary course of business or (D) fail to continue to protect and maintain the confidentiality of any material trade secrets of CoreSite;

- form any new funds, non-traded real estate investment trusts, joint ventures or other pooled investment vehicles or similar investment structures;
- adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of CoreSite of any of its subsidiaries, except for any such transactions between or among the wholly owned subsidiaries of CoreSite or between or among any of the wholly owned subsidiaries of CoreSite and CoreSite;
- make any capital expenditures, except for (A) capital expenditures not exceeding 110% of the aggregate amount of capital expenditures set forth in CoreSite's confidential disclosure schedules or (B) capital expenditures required by any real property lease entered into after the date of the Merger Agreement;
- enter into or modify in a manner materially adverse to CoreSite any of its tax protection agreements; or
- authorize, or enter into any contract, agreement, commitment or arrangement to do any of the foregoing actions.

However, notwithstanding the restrictions described above, CoreSite and its subsidiaries are permitted to take or fail to take any commercially reasonable action, including the establishment of any policy, procedure or protocol, reasonably and in good faith in response to COVID-19 or any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other law, decree, judgment, injunction or other order, directive, guidelines or recommendations by any governmental entity or industry group in connection with or in response to COVID-19.

Furthermore, nothing in the Merger Agreement will prohibit CoreSite from taking any action, or refraining from taking any action, at any time or from time to time, if in the good faith judgment of CoreSite and upon advice of nationally recognized REIT tax counsel, such action or inaction is reasonably necessary for CoreSite to maintain its qualification for taxation as a REIT under the Code, to avoid incurring entity level income or excise taxes under the Code or applicable state law, including making dividend or other distribution payments to stockholders of CoreSite in accordance with the Merger Agreement or otherwise, or to qualify or preserve the status of any subsidiary of CoreSite as a disregarded entity or partnership for United States federal income tax purposes, as a "qualified REIT subsidiary" within the meaning of Section 856(i)(2) of the Code, as a "taxable REIT subsidiary" within the meaning of Section 856(l) of the Code or as a REIT under the applicable provisions of Section 856 of the Code, as the case may be, provided that CoreSite has agreed to use reasonable efforts to notify Parent before taking such action. Furthermore, if CoreSite makes any dividend or other distribution payment pursuant to this right, the per share amount of any such dividend or other distribution (other than the amount of such dividend or distribution made to CoreSite or any of its subsidiaries) will reduce the per share Offer Price on a dollar-for-dollar basis.

Filings, Consents and Approvals. Each of the parties to the Merger Agreement has agreed to use its reasonable best efforts to promptly take all actions necessary, proper or advisable to consummate the Transactions as promptly as practicable after the date of the Merger Agreement, and in any event prior to May 13, 2022, including (i) the obtaining of all necessary consents from governmental entities and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval, clearance or waiver from, or to avoid an action or proceeding by, any governmental entity, (ii) the obtaining of all necessary consents from third parties, (iii) the defending of any actions, lawsuits or other legal proceedings, whether judicial or administrative, challenging the Merger Agreement or the consummation of the Transactions and (iv) the

execution and delivery of any additional instruments necessary to consummate the Transactions. However, in no event is Parent, CoreSite or any of their respective affiliates required to pay prior to the REIT Merger Effective Time any fee, penalty or other consideration to any third party for any consent required for or triggered by the consummation the Transactions under any contract or otherwise, and neither CoreSite nor any of its subsidiaries may pay, or agree or commit to pay, any such fee, penalty or other consideration without the prior written consent of Parent.

Each of the parties to the Merger Agreement agreed to (i) cooperate with each other in (a) determining whether any filings are required to be made with, or consents are required to be obtained from, or with respect to, any third parties or governmental entities in connection with the execution and delivery of the Merger Agreement and the consummation of the Transactions and (b) promptly making all such filings and timely obtaining all such consents, (ii) use reasonable best efforts to supply to any governmental entity as promptly as practicable any additional information or documents that may be requested pursuant to any law or by such governmental entity and (iii) use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective the Transactions, including taking all such further action as may be necessary to resolve such objections any governmental entity or other person may assert under any law with respect to the Transactions, to avoid or eliminate each and every impediment under any law that may be asserted by any governmental entity and to contest and resist any administrative or judicial action challenging the Transactions and to have vacated, lifted, reversed or overturned any action, decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of Transactions. Furthermore, from the date of the Merger Agreement until the earlier of the REIT Merger Effective Time and the termination of the Merger Agreement in accordance with its terms, Parent agreed not to (and to cause its subsidiaries not to) acquire or agree to acquire any assets, business or securities of any person, to the extent that the consummation of such acquisition would be reasonably likely to prevent or materially delay the Closing.

CoreSite and the OP, on the one hand, and the Parent Parties, on the other hand, agreed (i) to keep each other apprised of the status of matters relating to the completion of the Transactions, including promptly furnishing the other with copies of notices or other communications received from any third party and/or any governmental entity with respect to the Transactions, (ii) to permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication or submission, any documents submitted therewith to any governmental entity (subject to customary limitations and exceptions) and (iii) not to participate in any meeting or discussion, either in person or by telephone or videoconference, with any governmental entity in connection with the Transactions unless it consults with the other party in advance and, to the extent not prohibited by such governmental entity, gives the other party the opportunity to attend and participate.

Employee Matters. For the period commencing on the Closing and ending on the first anniversary of the Closing (the “Continuation Period”), Parent will provide to each employee of CoreSite or any of its subsidiaries as of immediately prior to the Closing (each, a “Continuing Employee”), while such Continuing Employee continues in employment with ATC or one of its affiliates during the Continuation Period: (i) a base salary or an hourly wage rate, as applicable, that is no lower than the base salary or hourly wage rate provided to such Continuing Employee immediately prior to the Closing, and (ii) employee benefits (excluding retention or change in control bonuses or similar payments, equity and equity based compensation, long-term cash incentives and retiree welfare benefits) that are either (x) substantially comparable, in the aggregate, to those provided to such Continuing Employees immediately prior to the Closing or (y) the same as those provided to similarly situated employees of ATC as of immediately prior to the Closing (or, if more favorable to the Continuing Employees, those provided to similarly situated employees of ATC from time to time during the Continuation Period).

For fiscal year 2022, Parent will provide each Continuing Employee (i) with a target annual cash incentive compensation opportunity that is no less favorable than the target annual cash incentive compensation

opportunity provided to such Continuing Employee immediately prior to the Closing and (ii) a target long-term incentive opportunity that is no less favorable than the target annual long-term incentive opportunity provided to such Continuing Employee immediately prior to the Closing.

During the Continuation Period, Parent shall honor the terms of certain CoreSite benefit plans and agreements that provide for severance benefits and will provide each Continuing Employee who is not covered by any such CoreSite benefit plans or agreements with severance benefits that are no less favorable than those provided to similarly situated employees of ATC as of immediately prior to the Closing (or, if more favorable to the Continuing Employees, those provided to similarly situated employees of ATC from time to time during the Continuation Period).

On the earlier of (i) a date that is on or within five business days prior to the Closing and (ii) the ordinary course payment date, CoreSite may pay to each CoreSite employee who is employed by CoreSite or any of its subsidiaries as of immediately prior to the payment date and is eligible to participate in a CoreSite annual bonus program, such employee's annual bonus with respect to fiscal year 2021 (the "2021 Bonus Payment"), determined based on actual performance through the latest practicable date prior to the Closing Date (or, if earlier, through December 31, 2021), provided that the 2021 Bonus Payment shall not be less than the amount of such bonus determined based on the target level of performance.

Parent will also provide each Continuing Employee with service credit for all purposes (other than benefit accruals under a pension or post-retirement welfare plan, with respect to any plan that is grandfathered or frozen or as would result in any duplication of benefits) under the relevant employee benefit plans of ATC or its subsidiaries (the "Parent Benefit Plans") for service prior to the Closing with CoreSite and its subsidiaries to the same extent that service was recognized under a corresponding benefit plan of CoreSite or its subsidiaries prior to the Closing. Parent will use commercially reasonable efforts, with respect to any Parent Benefit Plans to (i) cause any eligibility requirements, preexisting condition limitations or waiting period requirements to the same extent waived or satisfied under comparable plans of CoreSite or its subsidiaries and (ii) give effect, in determining any deductible, co-insurance and maximum out-of-pocket limitations under the Parent Benefit Plans for the plan year in which the Closing occurs, to amounts paid by Continuing Employees during the plan year in which the Closing occurs under similar plans maintained by CoreSite or its subsidiaries.

Unless otherwise requested in writing by Parent at least ten days prior to the Closing, CoreSite will take all actions that may be necessary to terminate the CoreSite 401(k) plan at least one day prior to the Closing. If CoreSite terminates the CoreSite 401(k) plan, then (i) as soon as practicable following receipt of a favorable determination letters from the IRS on the termination of the CoreSite 401(k) plan, the assets of the CoreSite 401(k) plan shall be distributed to participants and Parent shall permit each Continuing Employee to make rollover contributions of "eligible rollover distributions" and outstanding loans from the CoreSite 401(k) plan to the Parent Benefit Plan that is a 401(k) plan (the "Parent 401(k) Plan"), and (ii) each Continuing Employee will become a participant in the Parent 401(k) plan effective on the Closing Date.

Directors' and Officers' Indemnification and Insurance. The Merger Agreement provides for indemnification, advancement of expenses, exculpation from liabilities and insurance rights in favor of the current and former directors, officers or employees of CoreSite and its subsidiaries, whom we refer to as "indemnitees," with respect to acts or omissions occurring at or prior to the REIT Merger Effective Time (whether asserted or claimed prior to, at or after the REIT Merger Effective Time). Specifically, for a period of six years from and after the REIT Merger Effective Time (the "Indemnity Period"), Parent has agreed that all rights to indemnification, exculpation and advancement of expenses now existing in favor of indemnitees as provided in the governing documents or in any indemnification agreements of each of CoreSite and its subsidiaries as in effect immediately prior to the REIT Merger Effective Time will continue in full force and will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any indemnitee.

In addition, Parent has agreed that it will cause the Surviving Entity and the Surviving Partnership to indemnify and hold harmless each current and former director, officer or employee of CoreSite or any of its subsidiaries and

each person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request of or for the benefit of CoreSite or any of its subsidiaries (the "Indemnified Persons"), against any costs or expenses (including advancing attorneys' fees and expenses), judgments, fines, losses, claims, damages, obligations, costs, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of, relating to or in connection with any action or omission that occurred at or prior to the REIT Merger Effective Time, whether asserted or claimed prior to, at or after the REIT Merger Effective Time. In the event of any such proceeding, Parent, the Surviving Entity and the Surviving Partnership agree to cooperate with the Indemnified Party in the defense of any such proceeding.

For the Indemnity Period, Parent has agreed to cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by CoreSite and its subsidiaries with respect to matters arising on or before the REIT Merger Effective Time. Alternatively, CoreSite may, at its option, purchase a six-year prepaid "tail" policy on terms and conditions providing substantially equivalent benefits as the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by CoreSite and its subsidiaries with respect to matters arising on or before the REIT Merger Effective Time, provided that Parent will not be required to pay with respect to such insurance policies, or CoreSite will not spend on such "tail" policy, as applicable, an annual premium greater than 300% of the last annual premium paid by CoreSite and its subsidiaries prior to the date of the Merger Agreement.

Security Holder Litigation. Each of Parent and CoreSite have agreed to keep the other reasonably informed and cooperate in connection with any stockholder litigation or claims related to the Transactions brought against such party and/or its directors or officers. Furthermore, CoreSite agreed to give Parent a reasonable opportunity to participate in the defense or settlement of any such litigation or claim and not to compromise or settle any such litigation or claim without the prior written consent of Parent (which may not be unreasonably withheld, conditioned or delayed).

Takeover Statutes. Each of the parties to the Merger Agreement and their respective boards of directors (or equivalent) have agreed to use their respective reasonable best efforts (i) to take all action necessary so that no "business combination," "control share acquisition," "fair price," "moratorium" or other takeover or anti-takeover statute or similar federal or state law ("Takeover Statute") is, or becomes, applicable to CoreSite, the Parent Parties or the Transactions and (ii) if any such Takeover Statute is or becomes applicable to any of the foregoing, to take all action necessary so that the Transactions may be consummated as promptly as practicable on the terms contemplated by the Merger Agreement and otherwise to eliminate or minimize the effect of such Takeover Statute on the Transactions.

Section 16 Matters. CoreSite has agreed to, prior to the OP Merger Effective Time, take such steps as may be reasonably necessary or advisable to cause dispositions of CoreSite equity securities (including derivative securities) pursuant to the Transactions by each individual who is a director or officer of CoreSite subject to Section 16 of the Exchange Act to be exempt under Rule 16b-3 promulgated under the Exchange Act.

No Solicitation. Except as described below, until the earlier of the REIT Merger Effective Time or the valid termination of the Merger Agreement pursuant to its terms, CoreSite has agreed that it will not, and will cause its subsidiaries not to, and will use reasonable best efforts to cause its representatives not to, directly or indirectly:

(i) solicit, initiate, knowingly encourage or knowingly facilitate the making or submission of any Company Alternative Proposal (as defined below);

(ii) participate or engage in any discussions or negotiations regarding a Company Alternative Proposal with, or furnish any nonpublic information relating to CoreSite or its subsidiaries for the purpose of facilitating a Company Alternative Proposal to, any person that has made or, to CoreSite's knowledge, is considering making, a Company Alternative Proposal (except, in each case, to notify such person as to the existence of this no solicitation obligation);

(iii) enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, share purchase agreement, asset purchase agreement, share exchange agreement or any other similar agreement with respect to a Company Alternative Proposal;

(iv) approve or recommend a Company Alternative Proposal; or

(v) propose or agree to do any of the foregoing.

Furthermore, CoreSite has agreed that it will, and will cause its subsidiaries to, and will use reasonable best efforts to cause its representatives to, immediately cease any solicitations, discussions, negotiations or communications with any person that may be ongoing with respect to any Company Alternative Proposal and promptly instruct any such person (and its representatives) in possession of confidential information about CoreSite or its subsidiaries that was furnished by or on behalf of CoreSite in connection with such discussions or negotiations to return or destroy all such information promptly after the date of the Merger Agreement in accordance with the relevant confidentiality agreement between CoreSite and such person.

"Company Alternative Proposal" means any proposal or offer made by any person or group of persons (other than the Parent Parties or their respective affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving CoreSite, in each case, as a result of which the stockholders of CoreSite immediately prior to such transaction would cease to own at least 75% of the total voting power of CoreSite or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction, (ii) the acquisition by any person of more than 25% of the assets of CoreSite and its subsidiaries, on a consolidated basis, or (iii) the direct or indirect acquisition by any person of more than 25% of the outstanding Shares.

CoreSite has agreed it will enforce, and not waive, terminate or modify without Parent's prior written consent, any confidentiality, standstill or similar provision in any confidentiality, standstill or other agreement (other than in the Confidentiality Agreement (as defined below)), unless the CoreSite Board determines in good faith, after consultation with CoreSite's outside legal counsel and financial advisors, that such enforcement or the failure to waive, terminate or modify would be inconsistent with the standard of conduct required of the CoreSite Board under applicable law.

Notwithstanding the limitations described above, if at any time prior to the Offer Acceptance Time CoreSite receives an unsolicited written *bona fide* Company Alternative Proposal, CoreSite and its representatives may contact the third party making such Company Alternative Proposal to clarify the terms and conditions so as to determine whether such Company Alternative Proposal constitutes or could reasonably be expected to lead to a Company Superior Proposal (as defined below). If (i) such Company Alternative Proposal constitutes a Company Superior Proposal or (ii) the CoreSite Board determines in good faith after consultation with CoreSite's outside legal counsel and financial advisors that such Company Alternative Proposal could reasonably be expected to lead to a Company Superior Proposal, CoreSite may take the following actions:

(i) furnish nonpublic information to the third party making such Company Alternative Proposal (including its representatives and prospective equity and debt financing sources), if, and only if, (a) prior to furnishing such information, the third party has executed a confidentiality agreement with CoreSite having provisions that are not materially less favorable in the aggregate to CoreSite than the provisions of the Confidentiality Agreement and (b) any nonpublic information regarding CoreSite and its subsidiaries that is provided to such third party (or its representatives) must, to the extent not previously provided to Parent, be provided to Parent as promptly as practicable after having been provided to such third party or its representatives (and in any event within 24 hours thereafter); and

(ii) engage in discussions or negotiations with the third party (including its respective representatives and prospective equity and debt financing sources) with respect to the Company Alternative Proposal.

CoreSite has agreed that it will promptly (and in any event within 24 hours) notify Parent in writing (i) of any Company Alternative Proposal or inquiry, offer, request or proposal that would reasonably be expected to lead to

a Company Alternative Proposal ("Inquiry") that is received by CoreSite, which notice must identify the material terms and conditions thereof and the person making such Company Alternative Proposal or Inquiry (including, if applicable, providing copies of any written Company Alternative Proposals or Inquiries and any proposed agreements related thereto) or (ii) to the extent it enters into discussions or negotiations concerning any Company Alternative Proposal or Inquiry, of any change to the financial and other material terms and conditions of any Company Alternative Proposal or Inquiry, and otherwise keep Parent reasonably informed on a reasonably current basis of any material developments regarding any Company Alternative Proposals (including by providing a copy of all material related correspondence). Neither CoreSite nor any of its subsidiaries may enter into any confidential or similar agreement that would prohibit it from providing the information described above to Parent.

CoreSite has agreed that, except in the circumstances and subject to the terms described below, the CoreSite Board will not:

(i) withhold, withdraw (or qualify or modify in any manner adverse to Parent), or propose publicly to withhold, withdraw (or qualify or modify in any manner adverse to Parent), the recommendation of the CoreSite Board in favor of the Transactions (the "Company Board Recommendation");

(ii) approve, adopt, recommend or declare advisable (or publicly propose to approve, adopt, recommend or declare advisable) any Company Alternative Proposal; or

(iii) fail to include the Company Board Recommendation in the Schedule 14D-9 (the actions described in the foregoing clauses (i), (ii) and (iii), a "Company Change of Recommendation").

However, subject to CoreSite's compliance with the no solicitation provisions in the Merger Agreement, the CoreSite Board may, prior to the Offer Acceptance Time and in response to a Company Superior Proposal received by CoreSite after the date of the Merger Agreement, (i) make a Company Change of Recommendation and/or (ii) cause CoreSite to terminate this Agreement, provided that (a) CoreSite must have given Parent at least four business days' written notice of its intention to make such a Company Change of Recommendation or terminate this Agreement, and the notice must include a description of the terms and conditions of the Company Superior Proposal, the identity of the person making the Company Superior Proposal and a copy of any proposed definitive agreement for such Company Superior Proposal or other material correspondence and (b) the CoreSite Board must have determined in good faith after consultation with CoreSite's legal counsel and financial advisors that the Company Superior Proposal (after taking into account any firm commitments made by Parent in writing to amend the terms of this Agreement during the four business day notice period) continues to constitute a Company Superior Proposal and that the failure of the CoreSite Board to make a Company Change of Recommendation or terminate the Merger Agreement would be inconsistent with the standard of conduct required of the CoreSite Board under applicable law. During the four business day notice period described above, if requested by Parent, CoreSite must, and must direct its representatives to, negotiate with Parent in good faith to make such adjustments in the terms and conditions of the Merger Agreement so that, in the case of a Company Superior Proposal, such Company Superior Proposal ceases to constitute a Company Superior Proposal. Any material modifications to the terms of the Company Superior Proposal starts a new two business day notice period.

"Company Superior Proposal" means a *bona fide* written Company Alternative Proposal (except that "50%" will be substituted for references to "25%" and "75%" in the definition of Company Alternative Proposal) that the CoreSite Board determines in good faith, after consultation with CoreSite's outside legal counsel and financial advisors, and considering such factors as the CoreSite Board considers to be appropriate, to be more favorable to CoreSite and its stockholders than the transactions contemplated by the Merger Agreement from a financial point of view and is reasonably likely to be consummated on the terms and timing proposed, after taking into account any changes to the terms of the Merger Agreement proposed by Parent, the identity of the person making the Company Alternative Proposal, the financial, legal, regulatory and other aspects of such Company Alternative Proposal, including the expected timing and likelihood of consummation, conditions to consummation and availability of necessary financing.

Notwithstanding the restrictions described above, and subject to CoreSite's compliance with the no solicitation provisions in the Merger Agreement, the CoreSite Board may, prior to the Offer Acceptance Time and in response to a Company Intervening Event (as defined below), make a Company Change of Recommendation if the CoreSite Board determines in good faith, after consultation with CoreSite's outside legal counsel and financial advisors, that the failure of the CoreSite Board to take such action would be inconsistent with the standard of conduct required of the CoreSite Board under applicable law, provided that (i) CoreSite must have given Parent at least four business days' written notice of its intention to make such a Company Change of Recommendation, and the notice must include a reasonably detailed description of the applicable Company Intervening Event (including the facts and circumstances providing the basis for the determination by the CoreSite Board to effect a Company Change of Recommendation) and (ii) the CoreSite Board must have determined in good faith after consultation with CoreSite's legal counsel and financial advisors that the failure of the CoreSite Board to make such Company Change of Recommendation would continue to be inconsistent with the standard of conduct required of the CoreSite Board under applicable law (after taking into account any firm commitments made by Parent in writing to amend the terms of the Merger Agreement during the four business day notice period). During the four business day notice period described above, if requested by Parent, CoreSite must, and must direct its representatives to, negotiate with Parent in good faith to make adjustments in the terms and conditions of the Merger Agreement. Any material changes to the Company Intervening Event starts a new two business day notice period.

"Company Intervening Event" means any event, change, occurrence or development that is material to CoreSite and its subsidiaries (taken as a whole) and that is unknown and not reasonably foreseeable to the CoreSite Board as of the date of the Merger Agreement. The receipt, existence or terms of a Company Alternative Proposal or any change in the price or trading volume of any securities of CoreSite or Parent will not be deemed to be a Company Intervening Event under the Merger Agreement (however, the underlying reasons for such changes may constitute a Company Intervening Event).

Nothing contained in the Merger Agreement will prohibit CoreSite or the CoreSite Board from (i) complying with its disclosure obligations under applicable law or rules and policies of the NYSE, including taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to stockholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its stockholders if the CoreSite Board determines in good faith, after consultation with CoreSite's outside legal counsel and financial advisors, that the failure of the CoreSite Board to make such disclosure would be inconsistent with the standard of conduct required of the CoreSite Board under applicable law.

Termination. The Merger Agreement may be terminated and the Offer and Mergers may be abandoned at any time before the Offer Acceptance Time as follows:

(i) by mutual written consent of Parent and CoreSite;

(ii) by Parent if CoreSite or the OP has breached or failed to perform in any material respect any of their representations, warranties, covenants or other agreements in the Merger Agreement, which breach or failure to perform (a) would result in a failure of a condition to the Offer and (b) cannot be cured by May 13, 2022 or, if curable, is not cured within 30 business days following Parent's delivery of written notice to CoreSite (a "CoreSite Breach Termination"), except that this termination right will not be available to Parent if any Parent Party is then in material breach of any representation, warranty, agreement or covenant contained in the Merger Agreement;

(iii) by CoreSite if any Parent Party has breached or failed to perform in any material respect any of their representations, warranties, covenants or other agreements contained in the Merger Agreement, which breach or failure to perform (a) would reasonably be expected to prevent Parent, Holdco or Purchaser from consummating the Offer and the Mergers by May 13, 2022 and (b) cannot be cured by May 13, 2022 or, if curable, is not cured within 30 business days following CoreSite's delivery of written notice to Parent,

except that this termination right will not be available to CoreSite if CoreSite or the OP is then in material breach of any representation, warranty, agreement or covenant contained in the Merger Agreement;

(iv) by either Parent or CoreSite, if the Offer Acceptance Time has not occurred on or before May 13, 2022 (an "End Date Termination"), except that this termination right will not be available to any party whose material breach of the Merger Agreement has caused or resulted in the failure to satisfy the conditions to the Offer or the failure of the Offer Acceptance Time to have occurred on or before May 13, 2022;

(v) by Parent if (a) the CoreSite Board has effected a Company Change of Recommendation, (b) a willful and material breach of the no solicitation provisions has occurred or (c) the CoreSite Board has failed to publicly reaffirm the Company Board Recommendation within ten business days after the date a Company Alternative Proposal has been publicly announced (or if the Expiration Date of the Offer is within such ten business day period, then prior to such Expiration Date);

(vi) by CoreSite prior to the Offer Acceptance Time, in order to enter into a definitive agreement providing for a Company Superior Proposal simultaneously with the termination of the Merger Agreement (a "Company Superior Proposal Termination"), except that this termination right is not available if such Company Superior Proposal arose or resulted from a willful and material breach of the no solicitation provisions in the Merger Agreement and will not be effective until CoreSite has paid the Company Termination Payment (as defined below);

(vii) by either CoreSite or Parent if a governmental entity of competent jurisdiction has issued, enacted, promulgated, enforced, or entered a final, non-appealable order or law permanently enjoining or otherwise permanently prohibiting the Transaction, except that this termination right is not available to any party that has not complied with its efforts obligations or has otherwise materially breached its obligations under the Merger Agreement in any manner that has been the primary cause of such order or law; or

(viii) by either CoreSite or Parent, prior to the Offer Acceptance Time, if the Offer (as it may be extended under the terms of the Merger Agreement) has expired in accordance with its terms without the Minimum Tender Condition having been satisfied or other conditions to the Offer having been satisfied or waived by Parent (a "Failed Offer Termination"), except that this termination right is not available to any party that has materially breached its obligations under this Agreement in any manner that has caused or resulted in the failure of the Minimum Tender Condition or of the other conditions to the Offer to be satisfied.

Effect of Termination. If terminated pursuant to its terms, the Merger Agreement will be of no further force or effect and there will be no liability on the part of any party to the Merger Agreement, except that (i) termination will not relieve CoreSite of its obligation to pay the Termination Fee, to the extent required under the terms of the Merger Agreement, (ii) termination will not relieve any party of liability for its willful and material breach of any covenant or obligation contained in the Merger Agreement prior to its termination, (iii) the Confidentiality Agreement will survive the termination of the Merger Agreement and remain in full force and effect in accordance with its terms and (iv) certain specified provisions of the Merger Agreement will survive.

CoreSite Termination Fee. CoreSite has agreed to pay Parent a termination fee of $300,000,000 in cash (the "Termination Fee") if:

(i) after the date of the Merger Agreement, a Company Alternative Proposal has been received by CoreSite or has been publicly disclosed (a "Qualifying Transaction") (a) the Merger Agreement is terminated (1) by Parent or CoreSite pursuant to an End Date Termination or a Failed Offer Termination or (2) by Parent pursuant to a CoreSite Breach Termination and (b) within twelve months of such termination, CoreSite consummates or has entered into a definitive agreement providing for (and later consummates) such Qualifying Transaction or another Company Alternative Proposal, provided that for purposes of determining if the Termination Fee is payable in such circumstances, the term "Company Alternative Proposal" will have the meaning described in "—*No Solicitation*" above, except that all references to "25%" and "75%" will be deemed to be references to "50%";

(ii) the Merger Agreement is terminated by CoreSite pursuant to a Company Superior Proposal Termination; or

(iii) the Merger Agreement is terminated by Parent pursuant to a CoreSite Breach Termination.

Parent's right to receive the payment from CoreSite of the Termination Fee will be the sole and exclusive remedy of ATC, the Parent Parties and the other subsidiaries of ATC and any of their respective former, current or future officers, directors, partners, stockholders, managers, members, affiliates or agents against CoreSite and any of its subsidiaries and any of their respective former, current or future officers, directors, partners, stockholders, managers, members, affiliates or agents for any loss or damages suffered as a result of the failure of the Mergers to be consummated or for a breach or failure to perform under the Merger Agreement or otherwise, and upon payment of such amount, none of such related parties of CoreSite will have any further liability or obligation relating to or arising out of the Merger Agreement or the Transactions except as otherwise described in "*—Effect of Termination*" above.

Guaranty. ATC has agreed to irrevocably guarantee each of the obligations of the Parent Parties under the Merger Agreement. If any Parent Party fails to perform any of its obligations under the Merger Agreement, ATC, upon written request of CoreSite, will, or will cause such Parent Party to, perform such obligations promptly upon receipt of such request.

Specific Performance. The parties have agreed that irreparable damage would occur in the event that any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties further agreed that in the event of any breach or threatened breach by any other party of any covenant or obligation contained in the Merger Agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

Expenses. Except as otherwise provided in the Merger Agreement, all costs and expenses incurred by the parties in connection with the Merger Agreement and the Transactions will be paid by the party incurring or required to incur such expenses.

Offer Conditions. The Offer Conditions are described in Section 13—"Conditions of the Offer."

Confidentiality Agreement

Prior to signing the Merger Agreement, CoreSite and American Tower LLC (on behalf of its parent, ATC) entered into a Mutual Confidential Disclosure Agreement, dated as of September 4, 2021 (the "Confidentiality Agreement") pursuant to which each party agreed, subject to certain exceptions, to keep confidential nonpublic information about the other party in connection with the consideration of a possible negotiated transaction involving CoreSite and ATC and to use such information only for specified purposes.

The Confidentiality Agreement also contains "standstill" provisions that prohibit ATC and its affiliates and their respective representatives, until the earliest of (i) September 4, 2023, (ii) CoreSite's entry into a definitive agreement with a third party for a transaction involving all or a majority of CoreSite's voting securities or consolidated assets and (iii) the commencement of any third party of (or public announcement of an intention to commence) a tender or exchange offer for all or a majority of CoreSite's voting securities and the CoreSite Board

either recommends such offer or fails to recommend that its stockholders reject such offer within ten business days from the date of commencement or announcement, from taking the following actions:

(a) effecting or seeking, offering or proposing (whether publicly or otherwise) to effect, or participating in, facilitating or encouraging any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in:

- any acquisition of any securities (or beneficial ownership thereof as defined in Rule 13d-3 under the Exchange Act), or rights or options to acquire any securities (or beneficial ownership thereof) of CoreSite or its subsidiaries, or assets constituting a significant portion of the consolidated assets of CoreSite or its subsidiaries, or any indebtedness or businesses of CoreSite or its subsidiaries;
- any tender offer or exchange offer, merger or other business combination involving CoreSite or any of its subsidiaries or assets of CoreSite or any of its subsidiaries constituting a significant portion of the consolidated assets of CoreSite or any of its subsidiaries;
- any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to CoreSite or any of its subsidiaries; or
- any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) to vote any voting securities of CoreSite or any of its subsidiaries;

(b) forming, joining, or in any way communicating or associating with any security holders or participating in a "group" (as defined under the Exchange Act) with respect to CoreSite or any of its subsidiaries or any voting securities of CoreSite or any of its subsidiaries;

(c) otherwise acting, alone or in concert with others, (x) to seek representation on or to control, change, advise or influence the management, board of directors or policies of CoreSite or any of its subsidiaries, (y) to obtain representation on the CoreSite Board or any of its subsidiaries or (z) to propose any matter to be voted upon by the security holders of CoreSite or any of its subsidiaries;

(d) publicly disclosing or directing any person to publicly disclose, any intention, plan or arrangement inconsistent with the foregoing;

(e) taking any action that could reasonably be expected to cause or legally require ATC or any of its affiliates, CoreSite or any other person to disclose or make a public announcement regarding, any confidential information or any of the foregoing actions; or

(f) advising, assisting, directing or intentionally encouraging any person to advise, assist or intentionally encourage any other persons to do or attempt to do any of the foregoing.

In addition, the Confidentiality Agreement contains a non-solicitation provision prohibiting ATC and each of its affiliates, during the two year period commencing on the date of the Confidentiality Agreement, from soliciting for employment or hiring any of CoreSite's or its subsidiaries' (i) officers or (ii) management-level employees with whom ATC or its affiliates has had contact or has become aware of in connection with the potential transaction, subject to certain customary exceptions.

The Confidentiality Agreement and obligations thereunder expire on the earlier of the third anniversary of the Confidentiality Agreement and the closing of a transaction between CoreSite and American Tower LLC or their respective affiliates.

This summary does not purport to be complete and is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(2) to this Schedule TO and is incorporated by reference herein.

12. Source and Amount of Funds.

The Offer is not conditioned upon ATC's, Parent's, Holdco's or Purchaser's ability to finance the purchase of Shares pursuant to the Offer. ATC, Parent, Holdco and Purchaser estimate that the total amount of funds required to consummate the Transactions pursuant to the Merger Agreement and to purchase all of the Shares pursuant to the Offer and the Mergers will be approximately $10.1 billion. ATC anticipates funding these payments with a combination of internally available cash, borrowings under the amendments to its existing revolving and term loan credit facilities and new term loan facilities (the "Permanent Loan Facilities") and/or the issuance of equity or senior unsecured notes.

In connection with its entry into the Merger Agreement, ATC entered into a debt commitment letter and certain related letters (collectively, the "Bridge Commitment Letter") with JPMorgan Chase Bank, N.A. (and, together with any lenders that become parties to the Bridge Commitment Letter, the "Commitment Parties"), providing for commitments in respect of a senior unsecured bridge facility in an aggregate committed amount of up to $10.5 billion (the "Bridge Facility"). Commitments under the Bridge Facility will be reduced by 100% of the commitments provided to ATC pursuant to the entry into definitive agreements for the Permanent Loan Facilities, as well as the proceeds of any issuances of equity or senior unsecured notes.

The commitments of the Commitment Parties are conditioned upon, among other things, the consummation of the Offer, absence of a material adverse effect with respect to CoreSite, accuracy in all material respects of certain representations and warranties and delivery of certain financial statements.

The foregoing summary of the Bridge Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the Bridge Commitment Letter, which is incorporated herein by reference. We have filed a copy of the Bridge Commitment Letter as Exhibit (b)(1) to the Schedule TO.

We have neither sought nor made alternative financing arrangements should the Bridge Facility and the Permanent Loan Facilities not be available.

The Offer is not conditional upon any financing arrangements.

13. Conditions of the Offer.

The obligation of Purchaser to accept for payment and pay for Shares validly tendered and not validly withdrawn pursuant to the Offer is subject to the satisfaction of the conditions set forth in clauses (i) through (ix) below. Notwithstanding any other provisions of the Offer or the Merger Agreement to the contrary and subject to any applicable rules and regulations of the SEC including Rule 14e-1(c) of the Exchange Act, Purchaser is not required to accept for payment or pay for, and may delay the acceptance for payment of, or the payment for, any tendered Shares, and, to the extent permitted by the Merger Agreement, may terminate the Offer at any scheduled Expiration Date (subject to any extensions of the Offer), if the Minimum Tender Condition has not been satisfied by one minute after 11:59 p.m., Eastern Time on the Expiration Date or any of the additional conditions described below has not been satisfied or waived in writing by Parent:

(i) there having been validly tendered and not validly withdrawn a number of Shares that, considered together with all Shares (if any) beneficially owned by Parent or any of its wholly owned subsidiaries, represents at least a majority of all Shares outstanding at the time the Offer expires (the "Minimum Tender Condition");

(ii) there not having been entered, enacted, issued, promulgated or enforced by any court of competent jurisdiction or other governmental authority, and remaining in effect, any injunction or similar order, judgment, ruling or settlement, or any applicable law that prohibits, enjoins or makes illegal the consummation of the Offer or the other transactions contemplated by the Merger Agreement;

(iii) (a) the representations and warranties of CoreSite set forth in the first sentence and second sentence of Section 3.2(a) and the first sentence and second sentence of Section 3.2(b) of the Merger Agreement being true and correct in all respects, except for any *de minimis* inaccuracies, as of the date of the Merger Agreement and as of the Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), (b) the representations and warranties of CoreSite set forth in first and second sentence of Section 3.1(a), Section 3.1(b), the third sentence of Section 3.2(a), the third sentence of Section 3.2(b), Section 3.2(d), Section 3.2(e), Section 3.3, Section 3.4, Section 3.21, Section 3.24 and Section 3.28 of the Merger Agreement being true and correct in all material respects as of the date of the Merger Agreement and as of the Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), (c) the representations and

warranties of CoreSite set forth in Section 3.8(a) being true and correct in all respects as of the date hereof and as of the Closing, as if made at and as of such time, (d) the representations and warranties of CoreSite set forth in Article III of the Merger Agreement that are qualified by a "Company Material Adverse Effect" qualification being true and correct in all respects as so qualified as of the date of the Merger Agreement and as of the Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date) and (e) the other representations and warranties of CoreSite set forth in Article III of the Merger Agreement being true and correct as of the date hereof and as of the Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (e) where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to materiality or "Company Material Adverse Effect") has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (the "Representations Conditions");

(iv) CoreSite and the OP having performed or complied in all material respects with all obligations required to be performed or complied with by CoreSite or the OP under the Merger Agreement at or prior to the time the Offer expires (the "Covenants Condition");

(v) the absence of, since the date of the Merger Agreement, any Company Material Adverse Effect or any event, change or effect that, individually or in the aggregate, would reasonably be expected to have, a Company Material Adverse Effect (the "No MAE Condition");

(vi) Parent having received a written opinion of CoreSite's regular REIT tax counsel (or if such counsel is unable to issue such opinion, such other counsel reasonably acceptable to Parent), dated as of the Closing Date, in a form reasonably agreed to by Parent, to the effect that CoreSite has, since its taxable year ended on December 31, 2016 and through the consummation of the Holdco Merger, been organized and operated in conformity with the requirements for qualification and taxation as a REIT under the Code, subject to customary exceptions, assumptions and qualifications and based on representations contained in a tax representation letter delivered by CoreSite to such counsel;

(vii) Parent having received from CoreSite a certificate, dated as of the closing date and signed by CoreSite's Chief Executive Officer or other senior executive officer certifying that the Representations Condition, the Covenants Condition and the No MAE Condition have been satisfied;

(viii) Parent having received from the CoreSite Board an exemption from certain limitations on ownership set forth in the charter of CoreSite; and

(ix) the Merger Agreement not having been terminated in accordance with its terms.

Parent and Purchaser may waive, in whole or in part at any time, any of the conditions to the Offer in their sole discretion (to the extent permitted under applicable law), except that Purchaser may not waive the Minimum Tender Condition without the prior written consent of CoreSite.

14. Dividends and Distributions.

The Merger Agreement provides that between the date of the Merger Agreement and the REIT Merger Effective Time, neither CoreSite nor any of its subsidiaries may make, declare or set aside any dividend on or make any other distributions (whether in cash, stock, property or otherwise) with respect to shares of capital stock of CoreSite or other equity interests of any subsidiary of CoreSite or any rights, warrants or options to acquire any such shares or equity interests, without in each case the prior written consent of Parent, except (i) for distributions paid solely to Parent or the OP (or to one of their respective wholly owned subsidiaries) and (ii) a Permitted Dividend (as described in Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Conduct of Business Pending the Merger" above). Furthermore, CoreSite is permitted to take any action necessary to ensure that one Permitted Dividend is paid prior to the initial Expiration Date.

Pursuant to the terms of the Merger Agreement, on November 17, 2021, CoreSite declared a Permitted Dividend of $1.27 per Share and per common stock equivalent in cash for the fourth quarter of 2021 to be paid on December 13, 2021, to stockholders of record as of December 2, 2021.

Furthermore, notwithstanding any restriction on dividends and other distributions in the Merger Agreement, CoreSite and its subsidiaries are permitted (without the consent of Parent) to declare and make dividends and distributions, including under Section 858 or 860 of the Code, prior to the Closing if the making of such dividends or distributions prior to the Closing is necessary for CoreSite or any of its subsidiaries to maintain its qualification for taxation as a REIT under the Code or applicable state law and to avoid or reduce the imposition of any entity level income or excise tax under the Code or applicable state law. The per share amount of any such dividend or other distribution will reduce the per share Offer Price on a dollar-for-dollar basis. If CoreSite determines that it is necessary to declare a dividend or distribution (other than a Permitted Dividend), it must notify Parent as soon as reasonably practicable prior to such declaration.

15. Certain Legal Matters; Regulatory Approvals.

General. Except as otherwise set forth in this Offer to Purchase, based on ATC's, Parent's, Holdco's and Purchaser's review of publicly available filings by CoreSite with the SEC and other information regarding CoreSite, ATC, Parent, Holdco and Purchaser are not aware of any licenses or other regulatory permits which appear to be material to the business of CoreSite and which might be adversely affected by the acquisition of Shares by Purchaser pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Shares by Purchaser pursuant to the Offer. In addition, except as set forth below, ATC, Parent, Holdco and Purchaser are not aware of any filings, approvals or other actions by or with any governmental body or administrative or regulatory agency that would be required for Purchaser's acquisition or ownership of the Shares. Should any such approval or other action be required, ATC, Parent, Holdco and Purchaser currently expect that such approval or action, except as described below under "State Takeover Laws," would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions, and there can be no assurance that, in the event that such approvals were not obtained or such other actions were not taken, adverse consequences might not result to CoreSite's or ATC's business or that certain parts of CoreSite's or ATC's business might not have to be disposed of or held separate. In such an event, we may not be required to purchase any Shares in the Offer. See Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Filings, Consents and Approvals", Section 11—"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Reasonable Best Efforts" and Section 13—"Conditions of the Offer."

Stockholder Vote Not Required. CoreSite has represented in the Merger Agreement that execution, delivery and performance of the Merger Agreement by CoreSite and the consummation of the Offer and the Mergers have been duly and validly authorized by all necessary corporate action on the part of CoreSite, and no other corporate proceedings on the part of CoreSite are necessary to authorize the Merger Agreement or to consummate the Offer and the Mergers. Section 3-106.1 of the MGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that (i) the acquiring entity consummates a tender offer for any and all of the outstanding stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be entitled to vote on the subject merger and (ii) following the consummation of such tender offer, the acquiring entity and its direct and indirect parents and subsidiaries own at least such percentage of the stock of the corporation to be acquired that, absent Section 3-106.1 of the MGCL, would be required to approve the merger. In addition, under Section 3-106.1 of the MGCL, the acquiring entity must give notice that satisfies the requirements of Section 3-106.1(e)(1) of the MGCL to all stockholders of record of the corporation to be acquired at least 20 business days prior to the articles of merger being filed with the SDAT. A Notice of the Merger pursuant to Section 3-106(e)(1) was mailed on November 26, 2021 to CoreSite stockholders of record, thereby constituting the notice of merger referred to in this paragraph. If the Minimum Tender Condition is

satisfied and Purchaser accepts Shares for payment pursuant to the Offer, Purchaser will hold a sufficient number of Shares to complete the REIT Merger without any vote of CoreSite's stockholders. Subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser and CoreSite are required to effect the REIT Merger pursuant to Section 3-106.1 of the MGCL following consummation of the Offer. See Section 11 —"Purpose of the Offer and Plans for CoreSite; Summary of the Merger Agreement and Certain Other Agreements."

State Takeover Laws. A number of states (including Maryland, where CoreSite is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

Under Subtitle 6 of Title 3 of the MGCL (the "Business Combination Act"), certain "business combinations" between a Maryland corporation and an interested stockholder or an affiliate of an interested stockholder are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. These business combinations include mergers, consolidations, statutory share exchanges or, in circumstances specified in the statute, asset transfers or issuances or reclassifications of equity securities. An interested stockholder is defined as:

- any person who beneficially owns 10% or more of the voting power of the corporation's outstanding voting stock; or
- an affiliate or associate of the corporation who, at any time within the two-year period immediately before the date in question, was the beneficial owner of 10% or more of the voting power of the corporation's then-outstanding voting stock.

A person is not an interested stockholder under the MGCL if the corporation's board of directors approves in advance the transaction by which the person otherwise would have become an interested stockholder. In approving the transaction, the board of directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by the board.

After the five-year prohibition, any business combination between the Maryland corporation and the interested stockholder generally must be recommended by the corporation's board of directors and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation; and
- two-thirds of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation other than shares held by the interested stockholder with whom or with whose affiliate the business combination is to be effected or held by an affiliate or associate of the interested stockholder.

These super-majority vote requirements do not apply if the corporation's common stockholders receive a minimum price, as defined under the MGCL, for their shares in the form of cash or other consideration in the same form as previously paid by the interested stockholder for its shares.

These provisions of the MGCL do not apply, however, to business combinations that are approved or exempted by a corporation's board of directors prior to the time that the interested stockholder becomes an interested stockholder. The CoreSite Board, at the time of CoreSite's initial public offering, had opted any business combination involving CoreSite out of the Business Combination Act. In addition, the CoreSite Board has approved the Offer and the execution, delivery and performance of the Merger Agreement and the transactions contemplated thereby. The Purchaser will not become an "interested stockholder" as defined in the Business Combination Act and the Business Combination Act will not apply to the Merger Agreement and the transactions contemplated thereby (including the Offer and the REIT Merger).

Subtitle 7 of Title 3 of the MGCL (the "Control Share Acquisition Act") provides that holders of "control shares" of Maryland corporations that are acquired in a "control share acquisition" generally will have no voting rights with respect to such shares unless such rights are conferred on those shares by the affirmative vote of the holders of two-thirds of all the outstanding shares, excluding all interested shares. Under the Control Share Acquisition Act, the corporation is also permitted to redeem the control shares from the holder for "fair value" in the event the requested stockholder approval is not obtained or is not sought. A control share acquisition is defined, with certain exceptions, as the acquisition of issued and outstanding control shares. Control shares are defined, with certain exceptions, as shares of stock that would, if aggregated with other shares of the corporation owned by such person, cause such person to have voting power within the following ranges: (i) one tenth or more, but less than one-third of all voting power; (ii) one-third or more, but less than a majority of all voting power; or (iii) a majority or more of all voting power. Control shares also include all shares acquired by such person within 90 days or shares acquired under a plan to make a control share acquisition. A corporation may exempt an acquisition of shares specifically or generally from these provisions by adoption of a charter or bylaw provision to such effect at any time prior to the acquisition of the shares. CoreSite opted out of the Control Share Acquisition Act in its Amended and Restated Bylaws and the Control Share Acquisition Act will not apply to the Merger Agreement and the transactions contemplated thereby (including the Offer).

CoreSite has represented to us in the Merger Agreement that the CoreSite Board has taken all actions necessary render inapplicable to the Offer and the Mergers the restrictions in the Business Combination Act and the Control Share Acquisition Act, and that no other Takeover Statute is applicable to the Merger Agreement, the Offer or the Mergers. Purchaser has not attempted to comply with any other state takeover statutes in connection with the Offer or the Mergers. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, Mergers, the Merger Agreement or the transactions contemplated thereby, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more Takeover Statutes apply to the Offer or the Mergers, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, Mergers, or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 13—"Conditions of the Offer."

Appraisal Rights. Pursuant to the Merger Agreement, MGCL Section 3-202 and the charter of CoreSite, no appraisal rights or rights of an objecting stockholder are available to the stockholders in connection with the Offer or the REIT Merger.

"Going Private" Transactions. Rule 13e-3 under the Exchange Act is applicable to certain "going private" transactions and may under certain circumstances be applicable to the REIT Merger. However, Rule 13e-3 will be inapplicable if (i) the Shares are deregistered under the Exchange Act prior to the REIT Merger or another business combination or (ii) the REIT Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the REIT Merger or other business combination is at least equal to the amount paid per Share in the Offer. None of ATC, Parent, Holdco or Purchaser believes that Rule 13e-3 will be applicable to the REIT Merger.

Legal Proceedings Relating to the Tender Offer. None.

16. Fees and Expenses.

ATC has retained the Depositary and the Information Agent in connection with the Offer. The Depositary and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, neither ATC, Parent, Holdco nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

17. Miscellaneous.

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

ATC, Parent, Holdco and Purchaser have filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in Section 8—"Certain Information Concerning CoreSite" under "Available Information."

The Offer does not constitute a solicitation of proxies for any meeting of CoreSite stockholders. Any solicitation of proxies which Purchaser or any of its affiliates might seek would be made only pursuant to separate proxy materials complying with the requirements of Section 14(a) of the Exchange Act.

No person has been authorized to give any information or make any representation on behalf of ATC, Parent, Holdco or Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be an agent of ATC, Parent, Holdco, Purchaser, the Depositary or the Information Agent for the purpose of the Offer. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of ATC, Parent, Holdco, Purchaser, CoreSite or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

American Tower Corporation
American Tower Investments LLC
Appleseed Holdco LLC
Appleseed Merger Sub LLC

November 29, 2021

SCHEDULE A

INFORMATION CONCERNING MEMBERS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE OFFICERS OF ATC, PARENT, HOLDCO AND PURCHASER

ATC

The following table sets forth information about ATC's directors and executive officers as of November 29, 2021. The common business address and telephone number for all the directors and executive officers (unless otherwise noted below) is as follows:

c/o American Tower Corporation, 116 Huntington Ave, 11th floor Boston, MA 02116, telephone number: (617) 375-7500.

Name, Citizenship and Position	Principal Occupation or Employment and Five-Year Employment History (and Business Address, if different from above)
Thomas A. Bartlett United States of America President and Chief Executive Officer, Director	American Tower Corporation, President and Chief Executive Officer, March 2020 to present; Director, May 2020 to present; Executive Vice President and Chief Financial Officer, April 2009 to March 2020; Equinix, Inc., Director, April 2013 to August 2021.
Rodney M. Smith United States of America Executive Vice President, Chief Financial Officer and Treasurer	American Tower Corporation, Executive Vice President, March 2020 to present; Chief Financial Officer and Treasurer; March 2020 to present; Senior Vice President, Corporate Finance and Treasurer, 2018 to February 2020; Senior Vice President and Chief Financial Officer, U.S. Tower Division, October 2009 to March 2020.
Edmund DiSanto United States of America Executive Vice President, Chief Administrative Officer, General Counsel and Secretary	American Tower Corporation, Executive Vice President, Chief Administrative Officer, General Counsel and Secretary, April 2007 to present.
Sanjay Goel India Executive Vice President and President, Asia-Pacific	American Tower Corporation, Asia-Pacific, Executive Vice President and President, March 2021 to present; Nokia Corporation Finland, President Global Services & President Nokia Operations, March 2018 to March 2021, Vice President Sales, July 2015 to March 2018. c/o ATC Asia Pacific Pte Ltd, 152 Beach Road, #26-01 Gateway East, Singapore 189721.
Olivier Puech United States of America Executive Vice President and President, Latin America and EMEA	American Tower Corporation, Latin America and EMEA, Executive Vice President and President, October 2018 to present; Latin America, Senior Vice President and CEO, 2013 to October 2018. 121 Alhambra Plaza, Suite# 1400, Coral Gables, FL 33134.

Steven O. Vondran United States of America Executive Vice President and President, U.S. Tower Division	American Tower Corporation, U.S. Tower Division, Executive Vice President and President, August 2018 to present; U.S. Tower Division, Senior Vice President, General Counsel, August 2010 to August 2018; Senior Vice President, U.S. Leasing Operations, August 2004 to August 2010. 10 Presidential Way, Woburn, MA, 01801.
Robert J. Meyer, Jr. United States of America Senior Vice President and Chief Accounting Officer	American Tower Corporation, Senior Vice President and Chief Accounting Officer, January 2020 to present, Senior Vice President, Finance and Corporate Controller, August 2008 to January 2020.
Raymond P. Dolan United States of America Director	American Tower Corporation, Director, February 2003 to present; member of Compensation Committee, February 2003 to May 2011, and June 2016 to present; member of Nominating and Corporate Governance Committee, January 2004 to June 2016; Chair of Nominating and Corporate Governance Committee, February 2005 to May 2015; Cohere Technologies, Inc., Chairman and Chief Executive Officer, October 2018 to present; Sonus Networks, Inc., President, Chief Executive Officer and member of the Board of Directors, October 2010 to December 2017.
Kenneth R. Frank United States of America Director	American Tower Corporation, Director, January 2021 to present; member of Audit Committee, January 2021 to present; Turning Technologies, Chief Executive Officer, July 2019 to present; Kibo Software, Chief Executive Officer, January 2016 to December 2018; Aptean Software, Chief Operating Officer, October 2011 to December 2015.
Robert D. Hormats United States of America Director	American Tower Corporation, Director, October 2015 to present; member of Nominating and Corporate Governance Committee, February 2016 to present; Chairperson of Nominating and Corporate Governance Committee, May 2021 to present; Tiedemann Advisors, Managing Director, March 2020 to present; Tiedemann's Investment Advisory Committee, 2015 to 2020; Kissinger Associates, Inc., Vice Chairman, 2013 to 2019; Under Secretary of State for Economic Growth, Energy and the Environment, 2009 to 2013. 520 Madison Ave, 26th floor, New York, NY 10022.

Gustavo Lara Cantu Mexico Director	American Tower Corporation, Director, November 2004 to present; member of Compensation Committee, May 2009 to present; member of Nominating and Corporate Governance Committee, February 2005 to May 2009; Monsanto Company, Latin America North Division, Chief Executive Officer, retired in 2004. Paseo de Primaveras 20 Casa 23, Vista Hermosa, Mexico City, 05100, Mexico.
Grace D. Lieblein United States of America Director	American Tower Corporation, Director, June 2017 to present; member of Compensation Committee, May 2021 to present; member of Audit Committee, June 2017 to May 2021; GDL Consulting, LLC, Management Consultant, 2016 to present; Southwest Airlines Co., Director, January 2016 to present; Honeywell International Inc., Director, December 2012 to present; General Motors Company, Vice President, Global Quality, November 2014 to December 2015. 12274 Crystal Lake Dr, S Cement City, MI, 49233.
Craig Macnab United States of America Director	American Tower Corporation, Director, December 2014 to present; member of Compensation Committee, May 2018 to present; Chairperson of Compensation Committee, May 2019 to present; member of Audit Committee, December 2014 to December 2019; National Retail Properties, Inc., Chief Executive Officer, February 2004 to April 2017; Chairman of the Board, February 2008 to April 2017. PO Box 772032, Steamboat Springs, CO 80477.
JoAnn A. Reed United States of America Director	American Tower Corporation, Director, May 2017 to present; member of Audit Committee, November 2007 to present; Chairperson of Audit Committee, May 2015 to present. Healthcare Services Consultant, March 2009 to present; Waters Corporation, Director, May 2006 to present; Mallinckrodt plc, Director, June 2013 to present.
Pamela D. A. Reeve United States of America Chair of the Board, Director	American Tower Corporation, Director, March 2002 to present; Chair of the Board, May 2020 to present; Lead Director of the Board, May 2004 to May 2020; member of Nominating and Corporate Governance Committee, August 2002 to February 2005 and May 2009 to present; member of Compensation Committee, April 2004 to June 2016; Chairperson of Compensation Committee,

	April 2004 to May 2009; member of Audit Committee, August 2002 to July 2007; Frontier Communications Corporation, Director, May 2010 to present; Chairperson, April 2016 to present; Sonus Networks, Inc., Director, August 2013 to May 2017; Lightbridge, Inc., President and Chief Executive Officer, November 1989 to August 2004. 35 Swan Road, Winchester, MA, 01890.
David E. Sharbutt United States of America Director	American Tower Corporation, Director, July 2006 to present; member of Nominating and Corporate Governance Committee, May 2007 to present; Chairperson of Nominating and Corporate Governance Committee, May 2015 to May 2021; member of Audit Committee, May 2007 to November 2007 and April 2017 to May 2018; Flat Wireless, LLC, Director; Alamosa Holdings, Inc., Chief Executive Officer, October 1999 to February 2006. 5807 63rd Suite 100, Lubbock, TX, 79424.
Bruce L. Tanner United States of America Director	American Tower Corporation, Director, September 2019 to present; member of Audit Committee, December 2019 to present; Truist Financial Corporation, Director, November 2015 to present; Lockheed Martin Corporation, Executive Vice President and Chief Financial Officer, September 2007 to February 2019. 5616 Bransford Rd., Colleyville, TX, 76034.
Samme L. Thompson United States of America Director	American Tower Corporation, Director, August 2005 to present; member of Nominating and Corporate Governance Committee, May 2019 to present; member of Compensation Committee, May 2006 to May 2019; Chairperson of Compensation Committee, May 2009 to May 2019; Telit Associates, Incorporated, President, 2002 to present; Spok Holdings, Inc., Director, November 2004 to July 2020; SpectraSite, Inc., Director, June 2004 to August 2005. 1430 North Astor Street, Apt BC, Chicago, IL, 60610.

PARENT

The following table sets forth information about Parent's directors and executive officers as of November 29, 2021. The common business address and telephone number for all the directors and executive officers (unless otherwise noted below) is as follows:

c/o American Tower Corporation, 116 Huntington Ave, 11th floor Boston, MA 02116, telephone number: (617) 375-7500.

Name	Principal Occupation or Employment and Five-Year Employment History (and Business Address, if different from above)
Thomas A. Bartlett United States of America President and Chief Executive Officer	American Tower Corporation, President and Chief Executive Officer, March 2020 to present; Director, May 2020 to present; Executive Vice President and Chief Financial Officer, April 2009 to March 2020; Equinix, Inc., Director, April 2013 to August 2021.
Rodney M. Smith United States of America Executive Vice President, Chief Financial Officer and Treasurer	American Tower Corporation, Executive Vice President, March 2020 to present; Chief Financial Officer and Treasurer; March 2020 to present; Senior Vice President, Corporate Finance and Treasurer, 2018 to February 2020; Senior Vice President and Chief Financial Officer, U.S. Tower Division, October 2009 to March 2020.
Edmund DiSanto United States of America Executive Vice President, Chief Administrative Officer, General Counsel and Secretary	American Tower Corporation, Executive Vice President, Chief Administrative Officer, General Counsel and Secretary, April 2007 to present.
Sanjay Goel India Executive Vice President and President, Asia-Pacific	American Tower Corporation, Asia-Pacific, Executive Vice President and President, March 2021 to present; Nokia Corporation Finland, President Global Services & President Nokia Operations, March 2018 to March 2021, Vice President Sales, July 2015 to March 2018. c/o ATC Asia Pacific Pte Ltd, 152 Beach Road, #26-01 Gateway East, Singapore 189721.
Olivier Puech United States of America Executive Vice President and President, Latin America and EMEA	American Tower Corporation, Latin America and EMEA, Executive Vice President and President, October 2018 to present; Latin America, Senior Vice President and CEO, 2013 to October 2018. 121 Alhambra Plaza, Suite# 1400, Coral Gables, FL 33134.
Steven O. Vondran United States of America Executive Vice President and President, U.S. Tower Division	American Tower Corporation, U.S. Tower Division, Executive Vice President and President, August 2018 to present; U.S. Tower Division, Senior Vice President, General Counsel, August 2010 to August 2018; Senior Vice President, U.S. Leasing Operations, August 2004 to August 2010. 10 Presidential Way, Woburn, MA, 01801.
Robert J. Meyer, Jr. United States of America Senior Vice President and Chief Accounting Officer	American Tower Corporation, Senior Vice President and Chief Accounting Officer, January 2020 to present, Senior Vice President, Finance and Corporate Controller, August 2008 to January 2020.

HOLDCO

The following table sets forth information about Holdco's directors and executive officers as of November 29, 2021. The common business address and telephone number for all the directors and executive officers (unless otherwise noted below) is as follows:

c/o American Tower Corporation, 116 Huntington Ave, 11th floor Boston, MA 02116, telephone number: (617) 375-7500.

Name	Principal Occupation or Employment and Five-Year Employment History (and Business Address, if different from above)
Thomas A. Bartlett United States of America President and Chief Executive Officer	American Tower Corporation, President and Chief Executive Officer, March 2020 to present; Director, May 2020 to present; Executive Vice President and Chief Financial Officer, April 2009 to March 2020; Equinix, Inc., Director, April 2013 to August 2021.
Rodney M. Smith United States of America Executive Vice President, Chief Financial Officer and Treasurer	American Tower Corporation, Executive Vice President, March 2020 to present; Chief Financial Officer and Treasurer; March 2020 to present; Senior Vice President, Corporate Finance and Treasurer, 2018 to February 2020; Senior Vice President and Chief Financial Officer, U.S. Tower Division, October 2009 to March 2020.
Edmund DiSanto United States of America Executive Vice President, Chief Administrative Officer, General Counsel and Secretary	American Tower Corporation, Executive Vice President, Chief Administrative Officer, General Counsel and Secretary, April 2007 to present.
Sanjay Goel India Executive Vice President and President, Asia-Pacific	American Tower Corporation, Asia-Pacific, Executive Vice President and President, March 2021 to present; Nokia Corporation Finland, President Global Services & President Nokia Operations, March 2018 to March 2021, Vice President Sales, July 2015 to March 2018. c/o ATC Asia Pacific Pte Ltd, 152 Beach Road, #26-01 Gateway East, Singapore 189721.
Olivier Puech United States of America Executive Vice President and President, Latin America and EMEA	American Tower Corporation, Latin America and EMEA, Executive Vice President and President, October 2018 to present; Latin America, Senior Vice President and CEO, 2013 to October 2018. 121 Alhambra Plaza, Suite# 1400, Coral Gables, FL 33134.
Steven O. Vondran United States of America Executive Vice President and President, U.S. Tower Division	American Tower Corporation, U.S. Tower Division, Executive Vice President and President, August 2018 to present; U.S. Tower Division, Senior Vice President, General Counsel, August 2010 to August 2018; Senior Vice President, U.S. Leasing Operations, August 2004 to August 2010. 10 Presidential Way, Woburn, MA, 01801.
Robert J. Meyer, Jr. United States of America Senior Vice President and Chief Accounting Officer	American Tower Corporation, Senior Vice President and Chief Accounting Officer, January 2020 to present, Senior Vice President, Finance and Corporate Controller, August 2008 to January 2020.

PURCHASER

The following table sets forth information about Purchaser's directors and executive officers as of November 29, 2021. The common business address and telephone number for all the directors and executive officers (unless otherwise noted below) is as follows:

c/o American Tower Corporation, 116 Huntington Ave, 11th floor Boston, MA 02116, telephone number: (617) 375-7500.

Name	Principal Occupation or Employment and Five-Year Employment History (and Business Address, if different from above)
Thomas A. Bartlett United States of America President and Chief Executive Officer	American Tower Corporation, President and Chief Executive Officer, March 2020 to present; Director, May 2020 to present; Executive Vice President and Chief Financial Officer, April 2009 to March 2020; Equinix, Inc., Director, April 2013 to August 2021.
Rodney M. Smith United States of America Executive Vice President, Chief Financial Officer and Treasurer	American Tower Corporation, Executive Vice President, March 2020 to present; Chief Financial Officer and Treasurer; March 2020 to present; Senior Vice President, Corporate Finance and Treasurer, 2018 to February 2020; Senior Vice President and Chief Financial Officer, U.S. Tower Division, October 2009 to March 2020.
Edmund DiSanto United States of America Executive Vice President, Chief Administrative Officer, General Counsel and Secretary	American Tower Corporation, Executive Vice President, Chief Administrative Officer, General Counsel and Secretary, April 2007 to present.
Sanjay Goel India Executive Vice President and President, Asia-Pacific	American Tower Corporation, Asia-Pacific, Executive Vice President and President, March 2021 to present; Nokia Corporation Finland, President Global Services & President Nokia Operations, March 2018 to March 2021, Vice President Sales, July 2015 to March 2018. c/o ATC Asia Pacific Pte Ltd, 152 Beach Road, #26-01 Gateway East, Singapore 189721.
Olivier Puech United States of America Executive Vice President and President, Latin America and EMEA	American Tower Corporation, Latin America and EMEA, Executive Vice President and President, October 2018 to present; Latin America, Senior Vice President and CEO, 2013 to October 2018. 121 Alhambra Plaza, Suite# 1400, Coral Gables, FL 33134.
Steven O. Vondran United States of America Executive Vice President and President, U.S. Tower Division	American Tower Corporation, U.S. Tower Division, Executive Vice President and President, August 2018 to present; U.S. Tower Division, Senior Vice President, General Counsel, August 2010 to August 2018; Senior Vice President, U.S. Leasing Operations, August 2004 to August 2010. 10 Presidential Way, Woburn, MA, 01801.
Robert J. Meyer, Jr. United States of America Senior Vice President and Chief Accounting Officer	American Tower Corporation, Senior Vice President and Chief Accounting Officer, January 2020 to present, Senior Vice President, Finance and Corporate Controller, August 2008 to January 2020.

The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of CoreSite or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary as follows:

The Depositary for the Offer is:

If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

If delivering by hand, express mail, courier or any other expedited service:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

For assistance call (877) 248-6417 or (718) 921-8317; Fax: 718 234-5001

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Stockholders may call toll free:
(877) 717-3904 (from the U.S. and Canada)
or +1 (412) 232-3651 (from other locations)
Banks and Brokers may call collect: (212) 750-5833

LETTER OF TRANSMITTAL

To tender shares of common stock of CoreSite Realty Corporation ("CoreSite"), $0.01 par value per share (the "Shares"), at $170.00 per Share in cash pursuant to the Offer to Purchase, dated November 29, 2021 by Appleseed Merger Sub LLC ("Purchaser"), a wholly owned direct subsidiary of Appleseed Holdco LLC, and a wholly owned indirect subsidiary of American Tower Investments LLC, and a wholly owned indirect subsidiary of American Tower Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON DECEMBER 27, 2021, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2*.

Mail or deliver this Letter of Transmittal, or a facsimile, together with the certificate(s) representing your Shares, to:

AST

If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

If delivering by hand, express mail, courier or any other expedited service:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

For assistance call (877) 248-6417 or (718) 921-8317; Fax: 718 234-5001

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depositary (as defined below). You must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete the Internal Revenue Service (the "IRS") Form W-9, included in this Letter of Transmittal, if required. Stockholders who are not United States persons should submit a properly completed and signed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, available at www. irs.gov. Failure to provide the information on IRS Form W-9 or an appropriate IRS Form W-8, as applicable, may subject you to United States federal income tax backup withholding on any payments made to you pursuant to the Offer (as defined below). The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares into the Offer.

Name(s) and Address of Registered Holder(s)
If there is any error in the name or address shown below, please make the necessary corrections

DESCRIPTION OF SHARES SURRENDERED
(Please fill in. Attach separate schedule if needed)

Certificate No(s)	Number of Shares
TOTAL SHARES F	

The Offer is being made to all holders of the Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

You should use this Letter of Transmittal to deliver to American Stock Transfer & Trust Company, LLC (the "Depositary") Shares represented by stock certificates, or held in book-entry form on the books of CoreSite, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you must use an Agent's Message (as defined in Section 3 of the Offer to Purchase).

Additional Information if Certificates Have Been Lost, Destroyed or Stolen, or are Being Delivered by Book-Entry Transfer

If Certificates you are tendering with this Letter of Transmittal have been lost, stolen, destroyed or mutilated, you should contact American Stock Transfer & Trust Company, LLC in its capacity as transfer agent (the "Transfer Agent"), toll-free at (877) 248-6417 regarding the requirements for replacement. You may be required to post a bond to secure against the risk that the Certificates may be subsequently recirculated. **You are urged to contact the Transfer Agent immediately in order to receive further instructions, for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 11.**

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED HEREWITH.

☐ CHECK HERE IF YOU HAVE LOST YOUR CERTIFICATE(S) AND REQUIRE ASSISTANCE IN OBTAINING REPLACEMENT CERTIFICATE(S). BY CHECKING THIS BOX, YOU UNDERSTAND THAT YOU MUST CONTACT AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC TO OBTAIN INSTRUCTIONS FOR REPLACING LOST CERTIFICATES. SEE INSTRUCTION 11.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (NOTE THAT ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE SYSTEM OF DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), the above described shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), pursuant to Purchaser's offer to purchase each outstanding Share that is validly tendered and not validly withdrawn, at a price of $170.00 per Share without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions (including the Minimum Tender Condition) described in the Offer to Purchase, dated November 29, 2021 (the "Offer to Purchase"), and in this Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase, as each may be amended and supplemented from time to time, collectively constitute the "Offer"), receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon Purchaser's acceptance for payment of the Shares tendered herewith and not validly withdrawn on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) in accordance with the terms of the Offer (such time, the "Offer Acceptance Time"), the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the Offer Acceptance Time (collectively, "Distributions")) and irrevocably constitutes and appoints American Stock Transfer & Trust Company, LLC (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to (i) deliver Certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by The Depositary Trust Company ("DTC") or otherwise held in book-entry form, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (ii) present such Shares (and any and all Distributions) for transfer on the books of CoreSite and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message, as defined in Section 3 of the Offer to Purchase), the undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to (i) vote at any annual or special meeting of CoreSite stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (ii) execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (iii) otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Purchaser. This appointment will be effective if and when, and only to the extent that, Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights

with respect to such Shares (and any and all Distributions), including voting at any meeting of CoreSite stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all of the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good and unencumbered title to such Shares (and such Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Purchaser all Distributions in respect of any and all of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. DELIVERY WILL BE DEEMED EFFECTIVE AND RISK OF LOSS AND TITLE WILL PASS FROM THE OWNER ONLY WHEN RECEIVED BY THE DEPOSITARY. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable. The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Purchaser may not be required to accept for payment any Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," a check will be issued for the purchase price of all Shares purchased in the name(s) of, and, if appropriate, Certificates not tendered or accepted for payment will be returned to, the registered holder(s) appearing above under "Names(s) and Address of Registered Holder(s)." Similarly, unless otherwise indicated under "Special Delivery Instructions," the check for the purchase price of

all Shares purchased will be mailed to, and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to, the address(es) of the registered holder(s) appearing above under " Names(s) and Address of Registered Holder(s)." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, the check for the purchase price of all Shares purchased will be issued in the name(s) of, and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," any Shares tendered herewith that are not accepted for payment will be credited by book-entry transfer by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.

Issue check and/or certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

_____
(Taxpayer Identification No. (e.g., Social Security No.)) (Also Complete, as appropriate, IRS Form W-9 Included Below or Appropriate IRS Form W-8)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates evidencing Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

IMPORTANT
STOCKHOLDER: YOU MUST SIGN BELOW
(United States Persons: Please complete and return the IRS Form W-9, included below)
(Non-United States Persons: Please obtain, complete and return appropriate IRS Form W-8, available at www. irs.gov.)

_____
(Signature(s) of Holder(s) of Shares)

Dated:

Names(s): _____
(Please Print)

Capacity (full title) (See Instruction 5): _____

Address: _____
(Include Zip Code)

Area Code and Telephone No.: _____

Tax Identification No. (e.g., Social Security No.) (See IRS Form W-9 included below): _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"). In all other cases, including those referred to above, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender.* No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Date.

For Shares held in book-entry form, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent's Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary at the appropriate address set forth on the front page of this Letter of Transmittal, and such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation of a book-entry transfer of Shares into the Depositary's account at DTC (a "Book-Entry Confirmation") must be received by the Depositary, in each case before the Expiration Date.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Certificates will pass) only when actually received by the Depositary (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

3. *Inadequate Space.* If the space provided herein is inadequate, Certificate numbers, the number of Shares represented by such Certificates and/or the number of Shares tendered should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders who Tender by Book-Entry Transfer).* If fewer than all the Shares represented by any Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Total Number of Shares Tendered." In such case, a new Certificate for the remainder of the Shares represented by the old Certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.*

(a) *Exact Signatures.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificates without alteration, enlargement or any change whatsoever.

(b) *Joint Holders.* If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) *Different Names on Certificates.* If any of the Shares tendered hereby are registered in different names on different Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

(d) *Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

(e) *Stock Powers.* If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, Certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificates for such Shares. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

(f) *Evidence of Fiduciary or Representative Capacity.* If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter of testamentary or a letter of appointment.

6. *Stock Transfer Taxes.* Except as otherwise provided in this Instruction 6, Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include U.S. federal income taxes or withholding taxes). If, however, consideration is to be paid to, or if Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Certificate(s) for Share(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, Purchaser will not be responsible for any stock transfer or similar taxes (whether imposed on the registered holder(s) or such other person(s) or otherwise) payable on account of the transfer to such other person(s) and no consideration shall be paid in respect of such Share(s) unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

7. *Special Payment and Delivery Instructions.* If a check is to be issued for the purchase price of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Tax Withholding.* Under U.S. federal income tax laws, the Depositary or other applicable withholding agent may be required to withhold a portion of any payments made to certain stockholders or payees pursuant to the Offer. Information reporting to the IRS may also apply to the receipt of cash pursuant to the Offer. To avoid such backup withholding, a tendering stockholder that is a United States person (as defined for U.S. federal income

tax purposes, a "United States person"), and, if applicable, each other payee that is a United States person, is required to (a) provide a correct Taxpayer Identification Number ("TIN") on IRS Form W-9, which is included herein, and to certify, under penalty of perjury, that such stockholder or payee is a U.S. citizen or other United States person, that such TIN provided is correct and that such stockholder or payee is not subject to backup withholding of federal income tax or (b) otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder or payee to backup withholding at the applicable rate (currently 24%), and such stockholder or payee may be subject to a penalty imposed by the IRS. See the enclosed IRS Form W-9 and the instructions thereto for additional information.

Certain stockholders or payees (including, among others, corporations) may not be subject to backup withholding. Exempt stockholders or payees that are United States persons should furnish their TIN, check the appropriate box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary in order to avoid backup withholding. A stockholder or other payee that is not a United States person may qualify as an exempt recipient by providing the Depositary with a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to such stockholder or payee's foreign status or by otherwise establishing an exemption.

An appropriate IRS Form W-8, and the instructions thereto, may be obtained from the Depositary or the IRS website (*www.irs.gov*).

Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding may be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS if eligibility is established and appropriate procedure is followed.

9. *Irregularities.* All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination shall be final and binding on all parties. However, stockholders may challenge Purchaser's determinations in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of ATC, Parent, Holdco, Purchaser, the Depositary, Innisfree M&A Incorporated (the "Information Agent") or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

10. *Questions and Requests for Additional Copies.* The Information Agent may be contacted at the address and telephone number set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

11. *Lost, Stolen Destroyed or Mutilated Certificates.* If any Certificate has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Transfer Agent toll-free at (484) 416-3124. The stockholder will then be instructed as to the steps that must be taken in order to replace such Certificates. You may be required to post a bond to secure against the risk that the Certificates(s) may be subsequently recirculated. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed. **You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation.** This Letter of Transmittal and

related documents cannot be processed until the procedures for replacing lost, destroyed, mutilated or stolen Certificates have been followed.

Certificates evidencing tendered Shares, or a Book-Entry Confirmation into the Depositary's account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (if utilized in lieu of this Letter of Transmittal in connection with a book-entry transfer), and any other documents required by this Letter of Transmittal, must be received before the Expiration Date.

Form **W-9**

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a

C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct

TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodialaccount of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantortrust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer is:

If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

If delivering by hand, express mail, courier or any other expedited service:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

For assistance call (877) 248-6417 or (718) 921-8317; Fax: 718 234-5001

The Information Agent may be contacted at its address and telephone number listed below for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

The Information Agent for the Offer is:

Innisfree®

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022

Banks and Brokerage Firms Call: (212) 750-5833
Stockholders Call Toll Free: (877) 717-3904

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
CoreSite Realty Corporation
a Maryland corporation
at
$170.00 Per Share in Cash
Pursuant to the Offer to Purchase
Dated November 29, 2021
by
Appleseed Merger Sub LLC
a wholly owned direct subsidiary of
Appleseed Holdco LLC
and a wholly owned indirect subsidiary of
American Tower Investments LLC
a wholly owned indirect subsidiary of
American Tower Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON DECEMBER 27, 2021, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

November 29, 2021

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser") and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), to act as Information Agent in connection with Purchaser's offer to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price of $170.00 per Share (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash , upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 29, 2021 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and which, together with the Offer to Purchase, each as may be amended or supplemented from time to time, constitute the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE BOARD OF DIRECTORS OF CORESITE HAS UNANIMOUSLY RECOMMENDED THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

The Offer is not subject to any financing condition. The conditions to the Offer are described in Section 13 of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

4. CoreSite's Solicitation/Recommendation Statement on Schedule 14D-9, dated November 29, 2021.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on December 27, 2021, unless the Offer is extended or earlier terminated.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of November 14, 2021 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company and wholly owned direct subsidiary of Holdco ("OP Merger Sub"), CoreSite, CoreSite, L.P., a Delaware limited partnership and subsidiary of CoreSite (the "OP"), and ATC, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into CoreSite, without a vote of CoreSite's stockholders in accordance with Section 3-106.1 of the Maryland General Corporation Law (the "MGCL"), and CoreSite will be the surviving corporation and a direct wholly-owned subsidiary of Holdco (the "Interim Surviving Entity", and such merger, the "REIT Merger"). Substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "OP Merger"). Immediately following the REIT Merger and the OP Merger, the Interim Surviving Entity will merge with and into Holdco, with Holdco continuing as the surviving limited liability company (such limited liability company, the "Surviving Entity", and such merger, the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers") At the effective time of the REIT Merger, each Share outstanding immediately prior to the effective time of the REIT Merger (other than (i) certain restricted shares and (ii) Shares held by Parent, Holdco, Purchaser or OP Merger Sub) will be converted into the right to receive consideration equal to the Offer Price, upon the terms and subject to the conditions set forth in the Merger Agreement. At the effective time of the OP Merger, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price. **As a result of the REIT Merger, CoreSite would cease to be a publicly traded company and will become wholly owned by Holdco.**

THE BOARD OF DIRECTORS OF CORESITE HAS UNANIMOUSLY RECOMMENDED THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

For Shares to be properly tendered pursuant to the Offer, the share certificates or confirmation of receipt of such Shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or, in the case of book-entry transfer, either such Letter of Transmittal or an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required in the Letter of Transmittal, must be timely received by the Depositary in accordance with the Offer to Purchase and the Letter of Transmittal.

Except as set forth in the Offer to Purchase, Purchaser will not pay any fees or commissions to any broker or dealer or other person, other than to us, as the information agent, and American Stock Transfer & Trust Company, LLC, as the depositary, for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,

Innisfree M&A Incorporated

Nothing contained herein or in the enclosed documents shall render you the agent of ATC, Parent, Holdco, Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

The Information Agent for the Offer is:

Innisfree®

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022

Banks and Brokerage Firms Call: (212) 750-5833
Stockholders Call Toll Free: (877) 717-3904

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
CoreSite Realty Corporation
a Maryland corporation
at
$170.00 Per Share in Cash
Pursuant to the Offer to Purchase dated November 29, 2021
by
Appleseed Merger Sub LLC
a wholly owned direct subsidiary of
Appleseed Holdco LLC
a wholly owned indirect subsidiary of
American Tower Investments LLC
a wholly owned indirect subsidiary of
American Tower Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON DECEMBER 27, 2021, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

November 29, 2021

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated November 29, 2021 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute, the "Offer") in connection with the offer by Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, as defined in the Offer to Purchase, all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price of $170.00 per Share (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions of the Offer.

THE BOARD OF DIRECTORS OF CORESITE HAS UNANIMOUSLY RECOMMENDED THAT YOU ACCEPT THE OFFER AND TENDER ALL OF YOUR SHARES PURSUANT TO THE OFFER.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish for us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The offer price for the Offer is $170.00 per Share without interest and subject to any applicable withholding taxes, net to you in cash.

2. The Offer is being made for all outstanding Shares.

3. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of November 14, 2021 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company and wholly owned direct subsidiary of Holdco ("OP Merger Sub"), CoreSite, CoreSite, L.P., a Delaware limited partnership and subsidiary of CoreSite (the "OP"), and ATC, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into CoreSite, without a vote of CoreSite's stockholders in accordance with Section 3-106.1 of the Maryland General Corporation Law (the "MGCL"), and CoreSite will be the surviving corporation and a direct wholly-owned subsidiary of Holdco (the "Interim Surviving Entity", and such merger, the "REIT Merger"). Substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "OP Merger"). Immediately following the REIT Merger and the OP Merger, the Interim Surviving Entity will merge with and into Holdco, with Holdco continuing as the surviving limited liability company (such limited liability company, the "Surviving Entity", and such merger, the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers"). At the effective time of the REIT Merger, each Share outstanding immediately prior to the effective time of the REIT Merger (other than (i) certain restricted shares and (ii) Shares held by Parent, Holdco, Purchaser or OP Merger Sub) will be converted into the right to receive consideration equal to the Offer Price, upon the terms and subject to the conditions set forth in the Merger Agreement. At the effective time of the OP Merger, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price. **As a result of the REIT Merger, CoreSite would cease to be a publicly traded company and will become wholly owned by Holdco.**

4. The Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, on December 27, 2021, unless the Offer is extended by Purchaser or earlier terminated.

5. The Offer is not subject to any financing condition. The Offer is subject to the conditions described in Section 13 of the Offer to Purchase.

6. The Board of Directors of CoreSite has unanimously recommended that you accept the Offer and tender all of your shares pursuant to the Offer.

7. Tendering stockholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC, the depositary for the Offer, will not be obligated to pay brokerage fees, commissions or similar expenses or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Date.

The Offer is being made to all holders of Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM
With Respect to the Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
CoreSite Realty Corporation
a Maryland corporation
at
$170.00 Per Share in Cash
Pursuant to the Offer to Purchase dated November 29, 2021
by
Appleseed Merger Sub LLC
a wholly owned direct subsidiary of
Appleseed Holdco LLC
a wholly owned indirect subsidiary of
American Tower Investments LLC
a wholly owned indirect subsidiary of
American Tower Corporation

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated November 29, 2021 ("Offer to Purchase"), and the related Letter of Transmittal ("Letter of Transmittal" and which, together with the Offer to Purchase, each as may be amended or supplemented from time to time, constitute, the "Offer"), in connection with the offer by Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), and a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary of American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation, to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, as defined in the Offer to Purchase, all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of CoreSite Realty Corporation, a Maryland corporation, at a price of $170.00 per Share without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions of the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on my behalf will be determined by Purchaser and such determination shall be final and binding.

ACCOUNT NUMBER:

NUMBER OF SHARES BEING TENDERED HEREBY: SHARES*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery by the Expiration Date (as defined in the Offer to Purchase).

Dated: _____ _____
Signatures(s)

_____
Please Print Name(s)

Address(es): _____
(Include Zip Code)

Area Code and Telephone No. _____

Tax Identification or Social Security No. _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase, dated November 29, 2021, and the related Letter of Transmittal, and any amendments or supplements to such Offer to Purchase or Letter of Transmittal. Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, Purchaser cannot do so, Purchaser will not make the Offer to the holders of Shares in that state. Except as set forth above, the Offer is being made to all holders of Shares. In any jurisdiction where the securities, "blue sky" or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
CoreSite Realty Corporation
at
$170.00 Per Share
by
Appleseed Merger Sub LLC
a wholly owned direct subsidiary of
Appleseed Holdco LLC
and a wholly owned indirect subsidiary of
American Tower Investments LLC
and a wholly owned indirect subsidiary of
American Tower Corporation

Appleseed Merger Sub LLC, a Maryland limited liability company ("Purchaser"), a wholly owned direct subsidiary of Appleseed Holdco LLC, a Delaware limited liability company ("Holdco"), and a wholly owned indirect subsidiary American Tower Investments LLC, a California limited liability company ("Parent"), and a wholly owned indirect subsidiary of American Tower Corporation, a Delaware corporation ("ATC"), is offering to purchase all outstanding shares of common stock, par value $0.01 per share (the "Shares") of CoreSite Realty Corporation, a Maryland corporation ("CoreSite"), at a price of $170.00 per Share (the "Offer Price") without interest and subject to any applicable withholding taxes, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 29, 2021 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and in the related Letter of Transmittal (as it may be amended from time to time and, together with the Offer to Purchase, the "Offer").

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of November 14, 2021, among Parent, Holdco, Purchaser, Appleseed OP Merger Sub LLC, a Delaware limited liability company ("OP Merger Sub"), CoreSite, CoreSite, L.P., a Delaware limited partnership (the "OP") and ATC (as it may be amended from time to time, the "Merger Agreement"), under which, after the completion of the Offer and the satisfaction or waiver of certain conditions, (i) Purchaser will be merged with and into CoreSite, without a vote of CoreSite stockholders in accordance with Section 3-106.1 of the Maryland General Corporation Law (the "MGCL"), and CoreSite will be the surviving corporation and a wholly owned subsidiary of Holdco (such corporation, the "Interim Surviving Entity" and such merger, the "REIT Merger"), (ii) substantially concurrently with the REIT Merger, OP Merger Sub will merge with and into the OP, with the OP continuing as the surviving limited partnership (the "OP Merger") and (iii) immediately following the REIT Merger and the OP Merger, the Interim Surviving Entity will merge with and into Holdco, with Holdco continuing as the surviving limited liability company (such limited liability company, the "Surviving Entity", and such merger, the "Holdco Merger", and together with the REIT Merger and the OP Merger, the "Mergers"). At the effective time of the

REIT Merger, and as a result of the REIT Merger, CoreSite will cease to be a publicly traded company and each Share issued and outstanding immediately prior to such time (other than (i) certain restricted Shares and (ii) Shares held by Parent, Holdco, Purchaser or OP Merger Sub), will be converted into the right to receive an amount in cash equal to the Offer Price. At the effective time of the OP Merger, each partnership unit issued and outstanding and held by a limited partner of the OP (excluding CoreSite) will be converted into the right to receive an amount in cash equal to the Offer Price. Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares. The parties to the Merger Agreement have agreed that, upon the terms and subject to the conditions specified in the Merger Agreement, the REIT Merger will be effected following the consummation of the Offer in accordance with Section 3-106.1 of the MGCL, and a vote of the CoreSite stockholders will not be required. Accordingly, if the Offer is consummated, Purchaser will not seek the approval of CoreSite's remaining public stockholders before effecting the REIT Merger. The Merger Agreement is more fully described in the Offer to Purchase.

Tendering stockholders who have Shares registered in their names and who tender directly to American Stock Transfer & Trust Company, LLC (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker or bank should consult with such institution as to whether it charges any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON DECEMBER 27, 2021 (SUCH DATE, OR ANY SUBSEQUENT DATE TO WHICH THE EXPIRATION OF THE OFFER IS EXTENDED, THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is conditioned upon, (i) there having been validly tendered in the Offer and not validly withdrawn immediately prior to one minute after 11:59 P.M., Eastern time, on the Expiration Date, a number of Shares that, considered together with all Shares (if any) beneficially owned by Parent or any of its wholly owned subsidiaries, represents at least a majority of all Shares outstanding at the time the Offer expires (the "Minimum Tender Condition"), (ii) the absence of, since the date of the Merger Agreement, any Company Material Adverse Effect (as defined in the Offer to Purchase) or any event, change or effect that, individually in the aggregate, would reasonably be expected to have, a Company Material Adverse Effect, (iii) Parent having received a written opinion of CoreSite's regular REIT tax counsel (or if such counsel is unable to issue such opinion, such other counsel reasonably acceptable to Parent), dated as of the closing date of the Mergers, in a form reasonably agreed to by Parent, to the effect that CoreSite has, since its taxable year ended on December 31, 2016 and through the consummation of the Holdco Merger, been organized and operated in conformity with the requirements for qualification and taxation as a real estate investment trust within the meaning of Section 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"), under the Code, subject to customary exceptions, assumptions and qualifications and based on representations contained in a tax representation letter delivered by CoreSite to such counsel and (iv) the satisfaction of other customary conditions as described in Section 13 of the Offer to Purchase. There is no financing condition to the Offer.

At a meeting of the CoreSite board of directors held on November 14, 2021, the CoreSite board of directors unanimously (i) determined that the Merger Agreement, and the transactions contemplated thereby, including the Offer and the Mergers are advisable, and in the best interests of CoreSite, (ii) duly and validly authorized and approved, and declared advisable, the execution, delivery and performance of the Merger Agreement and the consummation of the REIT Merger and the other transactions contemplated by the Merger Agreement, and (iii) resolved to recommend that the CoreSite stockholders accept the Offer and tender their Shares pursuant to the Offer.

CoreSite will file a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") with the United States Securities and Exchange Commission (the "SEC") and disseminate the Schedule 14D-9 to CoreSite stockholders with the Offer to Purchase. The Schedule 14D-9 will include a description of the CoreSite board of directors' reasons for authorizing and approving the Merger Agreement, the Mergers and the transactions contemplated thereby and therefore stockholders are encouraged to review the Schedule 14D-9 carefully and in its entirety.

The Merger Agreement contains provisions to govern the circumstances in which Purchaser is permitted or required to extend the Offer. Specifically, (i) if at any then-scheduled expiration date, any condition to the Offer (other than the Minimum Tender Condition) is not satisfied and has not been waived (to the extent waivable by Purchaser), Purchaser will extend the offer for additional periods of up to ten business days per extension (except as described below) in order to permit such condition to be satisfied, (ii) if at any then-scheduled expiration date each condition to the Offer (other than the Minimum Tender Condition) is satisfied or has been waived by Purchaser (to the extent waivable by Purchaser), then Purchaser may, and upon CoreSite's request, must, extend the Offer for additional periods of up to ten business days per extension (except as described below) in order to permit the Minimum Tender Condition to be satisfied (provided that Purchaser cannot be required by CoreSite to extend the expiration date more than three times), (iii) Purchaser will extend the Offer for the minimum period required by any law or rules, regulations, interpretations or positions of the SEC or its staff or the New York Stock Exchange (including in order to comply with Exchange Act Rule 14e-1(b) in respect of any change in the Offer Price, and (iv) Purchaser may extend the Offer for any period necessary to satisfy the requirements contained in Section 3-106(e)(1) of the MGCL. In each case described above, the Offer may be extended until (unless otherwise agreed by Purchaser and CoreSite) the earliest of (a) the termination of the Merger Agreement in accordance with its terms, (b) May 13, 2022 and (c) the final expiration date following extension of the Offer in compliance with the terms of the Merger Agreement. Furthermore, the parties to the Merger Agreement have agreed that the Offer may not expire during the period between December 30, 2021 and January 14, 2022, and in the event the terms of the Merger Agreement would permit or require Purchaser to extend the Expiration Date to a date during such period, Purchaser may or must instead extend the Offer to the first business day after January 14, 2022.

The purpose of the Offer and the Mergers is for ATC and its affiliates, through Purchaser, to acquire control of, and the entire equity interest in, CoreSite. Following the consummation of the Offer, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, ATC, Parent, Holdco and Purchaser intend to effect the Mergers. Pursuant to the Merger Agreement, MGCL 3-202 and the charter of CoreSite, no appraisal rights or rights of an objecting stockholder are available to CoreSite stockholders in connection with the Offer or the REIT Merger

Purchaser expressly reserves the right to (i) waive or modify (to the extent permitted under applicable law) any condition to the Offer, (ii) increase the amount of cash constituting the Offer Price and (iii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that CoreSite's prior written approval is required for Purchaser to: (a) decrease the Offer Price, (b) change the form of consideration payable in the Offer (except that Purchaser may increase the cash consideration payable in the Offer), (c) decrease the number of Shares sought to be purchased in the Offer, (d) impose conditions or requirements to the Offer in addition to the conditions described in Section 13 of the Offer to Purchaser, (e) amend or waive the Minimum Tender Condition, (f) otherwise amend or modify any of the other terms of the Offer in a manner that adversely affects the holders of Shares or would, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Offer or impair the ability of Parent, Holdco, Purchaser or OP Merger Sub to consummate the Offer or the Mergers, (g) terminate the Offer or accelerate, extend or otherwise change the Expiration Date except as provided in the Merger Agreement or (h) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, as amended.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Expiration Date.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered, and not properly withdrawn, prior to the expiration of the Offer if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the aggregate Offer Price for such Shares with the Depositary, which will act as paying agent for the tendering stockholders for the purpose of receiving payments from

Purchaser and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.**

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates for such Shares ("Share Certificates") or timely confirmation of the book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended, Shares tendered pursuant to the Offer may be withdrawn at any time prior to the expiration of the Offer and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 28, 2022, which is the 60th day after the date of the commencement of the Offer.

For a withdrawal of Shares to be effective, a written notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares and must otherwise comply with DTC's procedures. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary, the name of the registered holder and the serial numbers shown on such certificates must also be furnished to the Depositary as aforesaid prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, which determination shall be final and binding, subject to the rights of tendering stockholders to challenge Purchaser's determination in a court of competent jurisdiction. No withdrawal of tendered Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of ATC, Parent, Holdco or Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent (listed below), or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tendered Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering Shares described in the Offer to Purchase at any time prior to the expiration of the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 under the Securities and Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

CoreSite has provided Purchaser with its stockholder list and securities position listings for the purpose of disseminating to the holders of Shares information regarding the Offer. The Offer to Purchase and related Letter of Transmittal will be mailed to record holders of Shares whose names appear on CoreSite's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The receipt of the Offer Price for Shares in the Offer or consideration for Shares in the REIT Merger will generally be a taxable transaction for U.S. federal income tax purposes. Stockholders should consult with their tax advisors as to the particular tax consequences of the Offer and the REIT Merger to them. For a more complete description of material U.S. federal income tax consequences of the Offer and the REIT Merger, see the Offer to Purchase.

The Offer to Purchase, the related Letter of Transmittal and CoreSite's Solicitation/Recommendation Statement on Schedule 14D-9 (which contains the recommendation of the CoreSite board of directors and the reasons therefor) contain important information and should be read carefully and in their entirety before any decision is made with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal and other tender offer materials may be directed to the Information Agent or to brokers, dealers, commercial banks or trust companies. Such copies will be furnished promptly at Purchaser's expense. Except as set forth in the Offer to Purchase, none of ATC, Parent, Holdco or Purchaser will pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Stockholders may call toll free: (877) 717-3904
Banks and Brokers may call collect: (212) 750-5833

November 29, 2021

Exhibit (a)(5)(E)

ATC Contact: Adam Smith
Vice President, Investor Relations
Telephone: (617) 375-7500

AMERICAN TOWER COMMENCES CASH TENDER OFFER FOR ALL OUTSTANDING SHARES OF CORESITE

Boston, Massachusetts– November 29, 2021 – American Tower Corporation (NYSE: AMT) ("American Tower") today announced the commencement of the tender offer by its wholly owned indirect subsidiary, Appleseed Merger Sub LLC, for all outstanding shares of the common stock of CoreSite Realty Corporation (NYSE: COR) ("CoreSite") at a price of $170.00 per share in cash. The tender offer is being made in connection with the Agreement and Plan of Merger announced by American Tower and CoreSite on November 15, 2021.

On November 29, 2021 (Eastern Time), American Tower filed with the U.S. Securities and Exchange Commission (SEC) a tender offer statement on Schedule TO, which sets forth the terms of the tender offer. Additionally, CoreSite filed with the SEC a solicitation/recommendation statement on Schedule 14D-9 that includes the recommendation of the CoreSite board of directors that CoreSite stockholders accept the tender offer and tender their shares.

The tender offer is scheduled to expire one minute after 11:59 p.m. (Eastern Time) on Monday, December 27, 2021, unless extended. Consummation of the tender offer is subject to customary terms and conditions, including the tender of a number of shares of common stock of CoreSite which, together with all shares of common stock (if any) beneficially owned by American Tower Investments LLC or its subsidiaries, represents at least a majority of the outstanding shares of common stock of CoreSite at the time the offer expires. A successful consummation of the tender offer will be followed by a merger to acquire any untendered shares of CoreSite for the same price payable in the tender offer.

Copies of the Offer to Purchase, the related letter of transmittal and other materials related to the tender offer may be obtained for free from the Information Agent, Innisfree M&A Incorporated. Stockholders may call toll-free at (877) 717-3904, and for banks and brokerage firms at (212) 750-5833. The Depositary for the tender offer is American Stock Transfer & Trust Company, LLC.

About American Tower

American Tower, one of the largest global REITs, is a leading independent owner, operator and developer of multitenant communications real estate with a portfolio of approximately 219,000 communications sites. For more information about American Tower, please visit the "Earnings Materials" and "Investor Presentations" sections of our investor relations website at www.americantower.com.

Cautionary Statement Regarding Forward-Looking Statements

This press release contains statements about future events and expectations, or "forward-looking statements," all of which are inherently uncertain. We have based these forward-looking statements on management's current expectations and assumptions and not on historical facts. When we use words such as "projects," "anticipates," "intends," "plans," "believes," "estimates," "expects," "forecasts," "should," "would," "could," "may" or similar expressions, we are making forward-looking statements. Examples of these statements include, but are not limited to, statements regarding the proposed closing of the transaction described above, American Tower's ability to successfully integrate the assets it acquires or utilize such assets to their full capacity, including the integration of CoreSite following the consummation of the transaction described above, expected financial

projections for the real estate portfolio and the impact on American Tower's consolidated results, the expected consideration and the expected sources of funds to finance the transaction described above and the intention to finance the transaction consistent with maintaining American Tower's investment grade credit rating. These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to the ability of the parties to consummate the proposed transaction, uncertainties as to the timing of the tender offer and merger, uncertainties as to how many of CoreSite's stockholders will tender their stock in the offer, the possibility that competing offers will be made, the possibility that various closing conditions for the transaction may not be satisfied or waived, including that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the proposed transaction, the effects of the transaction on relationships with employees, other business partners or governmental entities, the difficulty of predicting the timing or outcome of regulatory approvals or actions and the ability of American Tower to realize the benefits it expects from the transaction. For additional important factors that may cause actual results to differ materially from those indicated in these forward-looking statements, we refer you to the information contained in Item 1A of American Tower's and CoreSite's annual reports on Forms 10-K for the year ended December 31, 2020, each under the caption "Risk Factors" and in other periodic filings American Tower and CoreSite make with the Securities and Exchange Commission (the "SEC"), including current reports on Form 8-K and quarterly reports on Form 10-Q, as well as the Schedule TO and related tender offer documents to be filed by American Tower and the Schedule 14D-9 to be filed by CoreSite.

You should keep in mind that any forward-looking statement we make in this press release speaks only as of the date on which we make it. New risks and uncertainties arise from time to time, and it is impossible for us to predict these events or how they may affect us. American Tower does not undertake any obligation to update the information contained in this press release to reflect subsequently occurring events or circumstances except as may be required by law.

Additional Information and Where to Find It

This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of CoreSite nor is it a substitute for any tender offer materials that American Tower, Appleseed Merger Sub LLC, Appleseed Holdco LLC or CoreSite have filed with the SEC. A solicitation and an offer to buy shares of CoreSite is made only pursuant to the offer to purchase and related materials that American Tower filed with the SEC. American Tower has filed a Tender Offer Statement on Schedule TO with the SEC, and CoreSite has filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC with respect to the tender offer. CORESITE'S STOCKHOLDERS AND OTHER INVESTORS ARE URGED TO READ THE TENDER OFFER MATERIALS (INCLUDING THE OFFER TO PURCHASE, THE RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT BECAUSE THEY CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. The Offer to Purchase, the related Letter of Transmittal and certain other tender offer documents, as well as the Solicitation/Recommendation Statement, will be sent to all stockholders of CoreSite at no expense to them. The Tender Offer Statement and the Solicitation/Recommendation Statement are available for free at the SEC's website at www.sec.gov. Additional copies may be obtained for free by contacting American Tower or CoreSite. Copies of the documents filed with the SEC by American Tower are available free of charge under the "Investor Relations" section of American Tower's website at www.americantower.com. Copies of the documents filed with the SEC by CoreSite are available free of charge under the "Investors" section of CoreSite's website at www.coresite.com.

In addition to the Offer to Purchase, the related Letter of Transmittal and certain other tender offer documents, as well as the Solicitation/Recommendation Statement, American Tower and CoreSite file annual, quarterly and current reports, proxy statements and other information with the SEC. American Tower's and CoreSite's filings with the SEC are also available for free to the public from commercial document-retrieval services and at the website maintained by the SEC at www.sec.gov.

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

PERSONAL AND CONFIDENTIAL

November 14, 2021

American Tower Corporation
116 Huntington Avenue, 11th Floor
Boston, MA 02116

Attention: Rodney M. Smith, Executive Vice President, Chief Financial Officer and Treasurer

Project Appleseed
Commitment Letter

Ladies and Gentlemen:

American Tower Corporation, a Delaware corporation (the "**Borrower**" or "**you**"), has informed JPMorgan Chase Bank, N.A. ("**JPMorgan**") that (i) the Borrower, through a wholly owned subsidiary (such subsidiary, the "**Purchaser**"), intends to commence a cash tender offer to purchase any and all of the outstanding shares of common stock (the "**Offer**") of an entity previously identified to us and codenamed "Chicago" (the "**Target**" and, together with its subsidiaries, the "**Acquired Business**"), (ii) following the consummation of the Offer, Purchaser's wholly owned subsidiary ("**REIT Merger Sub**") will merge with and into the Target (the "**REIT Merger**") with the Target being the surviving entity (the "**Interim Surviving Entity**"), (iii) substantially concurrently with the REIT Merger, Purchaser's other wholly owned subsidiary ("**OP Merger Sub**") will merge with and into the Target's subsidiary (the "**OP**", and such merger, the "**OP Merger**") with the OP being the surviving entity and (iv) immediately following the REIT Merger, the Interim Surviving Entity shall merge with and into Purchaser, with Purchaser being the surviving entity (the "**Purchaser Merger**") (the transactions described in clauses (i), (ii), (iii), and (iv) collectively, the "**Acquisition**"), in each case, pursuant to the Agreement and Plan of Merger (together with the exhibits and schedules thereto, the "**Merger Agreement**"). Capitalized terms used and not defined in this letter (together with Annexes A and B hereto, this "**Commitment Letter**") have the meanings assigned to them in Annex A hereto. JPMorgan and any other Lenders that become parties to this Commitment Letter as additional "Commitment Parties" as provided in the second paragraph of Section 1 below are referred to herein, collectively, as the "**Commitment Parties**", "**we**" or "**us**".

You have informed us that a portion of the cash consideration payable to consummate the Transactions (as defined in Annex A), is expected to be obtained from a combination of (a) cash on hand, (b) borrowings by the Borrower under a Qualifying Term Loan Facility (as defined in Annex A), (c) proceeds from drawings under the Existing Revolving Credit Facilities (after giving effect to the Existing Credit Facilities Amendments) (each as defined in Annex A), (d) proceeds from the issuance by the Borrower of equity securities (including, for the avoidance of doubt, common equity securities and/or mandatory convertible equity securities) pursuant to one or more offerings (collectively the "**Equity Offering**") and the issuance by the Borrower of senior notes ("**Notes**") pursuant to a registered public offering or Rule 144A or other private placement (the "**Notes Offering**") and (e) to the extent that some or all of the proceeds of a Qualifying Term Loan Facility, the Existing Revolving Credit Facilities (after giving effect to the Existing Credit Facilities Amendments) that the Company elects to use for the Transaction, the Equity Offering or the Notes Offering are not available, borrowings by the Borrower of

term loans under a senior unsecured bridge facility having the terms set forth on Annex A hereto (the "**Facility**"), in an aggregate principal amount of up to $10.5 billion, as such amount may be reduced prior to the Closing Date in accordance with the "Mandatory Commitment Reduction and Prepayments" section of Annex A hereto.

1. **Commitments; Titles and Roles**.

In connection with the foregoing, (a) JPMorgan is pleased to commit to provide 100% of the principal amount of the Facility, (b) JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act, as sole lead arranger and lead bookrunner in connection with the Facility (in such capacities, the "**Arranger**") and (c) JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act, as sole administrative agent for the Facility, in each case on the terms and subject to the conditions set forth in this Commitment Letter and the Fee Letter (as defined below); *provided* that the Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC; *provided*, *further*, that the amount of the Facility shall be automatically reduced as provided under "Optional Commitment Reductions and Prepayments" and "Mandatory Commitment Reductions and Prepayments" in Annex A hereto.

No other agents, co-agents, arranger, co-arranger or bookrunners will be appointed, no other titles will be awarded, and no compensation (other than as expressly contemplated by this Commitment Letter or the Fee Letter) will be paid in connection with the Facility unless you and the Arranger shall reasonably so agree; *provided* that it is understood and agreed that additional financial institutions or other entities that commit to provide a portion of the Facility may be allocated syndication or documentation agent titles but shall not be entitled to receive lead arranger or bookrunner titles with respect to the Facility.

The fees for, and other amounts to be paid in connection with, our commitments hereunder and our services related to the Facility are set forth in an Arranger Fee Letter (the "**Fee Letter**") being entered into by you and us on the date hereof.

2. **Conditions Precedent**.

Each of the Commitment Parties' commitments and agreements hereunder are subject solely to the satisfaction or waiver of the following conditions: (a) the execution and delivery of a credit agreement (the **"Credit Agreement**") and other definitive documentation for the Facility, reflecting the terms set forth or referred to in this Commitment Letter, including Annexes A and B attached hereto, and otherwise substantially consistent with the terms of the Borrower's three-year term loan agreement dated as of February 10, 2021 among, *inter alios*, the Borrower, the lenders party thereto and Bank of America, N.A., as administrative agent (as in effect on the date hereof, the "**2021 Three-Year Term Loan Agreement**"); and (b) your having engaged one or more investment and/or commercial banks reasonably satisfactory to the Arranger (collectively, the "**Financial Institutions**") in connection with any Qualifying Term Loan Facility, any Qualifying Revolving Facility, or any Notes Offerings and/or Equity Offerings, it being acknowledged that this condition has been satisfied as of the date hereof; and (c) the other conditions expressly set forth in Annex B to this Commitment Letter.

Notwithstanding anything herein to the contrary, the terms of the Credit Agreement will be such that they do not impair the availability of the Facility on the Closing Date if the conditions set forth above are satisfied.

3. **Syndication**.

The Arranger reserves the right, prior to or after the Closing Date to syndicate the Facility to one or more financial institutions and/or lenders (collectively, the "**Lenders**"). The Arranger will, in consultation with you, lead and manage all aspects of the syndication of the Facility, including, subject to the immediately following paragraph, determinations as to the timing of all offers to prospective Lenders, the selection of Lenders, the acceptance and final allocation of commitments, the awarding of any "agent" title or similar designation or role to any Lender and the amounts offered and the compensation provided to each Lender from the amounts to be

paid to the Arranger pursuant to the terms of this Commitment Letter and the Fee Letter. Notwithstanding the Arranger's right to syndicate the Facility and receive commitments with respect thereto, except as contemplated below with respect to Approved Lenders, (i) the Commitment Parties will not be relieved, released or novated from their obligations hereunder, including their obligation to fund all or any portion of their respective commitments hereunder until the Closing Date has occurred and (ii) unless you otherwise agree in writing, the Commitment Parties shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. It is understood and agreed that the completion of a successful syndication of the Facility shall not be a condition to the commitments and agreements of the Arranger and the other Commitment Parties hereunder.

From the date of this Commitment Letter to and including the date that is 30 consecutive days after the date hereof (the "**Initial Syndication Period**"), decisions regarding the syndication of the Facility, including determinations as to the timing of all offers to prospective Lenders, the selection of Lenders, the acceptance and final allocation of commitments, the awarding of any "agent" title or similar designation or role to any Lender and the amounts offered and the compensation provided to each Lender from the amounts to be paid to the Arranger pursuant to the terms of this Commitment Letter and the Fee Letter, will be made jointly by JPMorgan and the Borrower and, except to the extent the Arranger and the Borrower otherwise agree, in accordance with the list of pre-approved banks agreed to by the Arranger and the Borrower via email on or prior to the date hereof (the "**Pre-Approved Lender List**"). Without limiting the foregoing, the Facility will be syndicated during the Initial Syndication Period only to Lenders identified in the Pre-Approved Lender List or otherwise agreed in writing prior to the date hereof (the "**Designated Lenders**"). Following the Initial Syndication Period, if and for so long as a Successful Syndication (as defined in the Fee Letter) has not been achieved, decisions regarding the syndication of the Facility shall be made by the Arranger in consultation with the Borrower and departures may be made from the Pre-Approved Lender List (including in the selection of Lenders); *provided* that the Facility shall not be syndicated to competitors of the Borrower or the Target and their respective subsidiaries and affiliates specifically identified to the Arranger in writing prior to the execution of this Commitment Letter (collectively, the "**Disqualified Lenders**"). The commitments of JPMorgan hereunder with respect to the Facility will be reduced dollar-for-dollar by the amount of each commitment for the Facility received from an Approved Lender selected in accordance with this paragraph upon such Approved Lender becoming (i) a party to this Commitment Letter as an additional "Commitment Party" pursuant to a joinder agreement or other documentation or (ii) a party to the definitive credit agreement establishing the Facility. For the purposes herein, "**Approved Lender**" shall mean each Designated Lender and any other Lender (other than a Disqualified Lender) approved by you (such approval not to be unreasonably withheld or delayed). In connection with any commitments received from Approved Lenders selected in accordance with this paragraph, you agree, at the request of the Arranger, to enter into one or more joinder agreements providing for such Approved Lenders to become additional Commitment Parties under this Commitment Letter and extend commitments in respect of the Facility directly to you (it being agreed that the commitments of JPMorgan and such additional Commitment Parties will be several and not joint, and that such joinder agreements will contain such provisions relating to titles, the allocation of any reductions in the amount of the Facility and other matters relating to the relative rights of the Arranger and such additional Commitment Parties as the Arranger may reasonably request). You and we further agree to use commercially reasonable efforts to negotiate, execute and deliver such joinders as soon as practicable following the date of this Commitment Letter. Additionally, you and we further agree to use commercially reasonable efforts to negotiate, execute and deliver the Credit Agreement as promptly as possible following a request from either you or the Arranger.

You agree to use your commercially reasonable efforts to ensure that the Arranger's syndication efforts benefit from your existing relationships with banks and other financial institutions until the earlier of (x) 60 days after the date hereof and (y) the date that a Successful Syndication is achieved (such earlier date, the "**Syndication Date**"). To facilitate an orderly and successful syndication of the Facility, you agree that, until the Syndication Date, you will ensure that there will be no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities of the Borrower or any of its subsidiaries being issued,

offered, placed or arranged (other than (i) the Facility, (ii) any Qualifying Term Loan Facility, (iii) amendments, refinancings or renewals of the Borrower's Existing Revolving Credit Facilities, including any borrowings thereunder, that do not increase the aggregate commitments thereunder, (iv) the Existing Credit Facilities Amendments, (v) refinancing or renewals of existing securitization programs, and an increase thereof to an aggregate amount of $1,350 million, (vi) capital lease financings, (vii) amendments, refinancings or renewals of the 2.250% Senior Notes due 2022, (viii) the Notes Offering or any other debt securities issued to refinance the Facility in whole or in part, (ix) any indebtedness related to general corporate purposes, up to $600 million, (x) amendments, refinancings or renewals of indebtedness of the Borrower's foreign subsidiaries; *provided*, solely with respect to clause (x), that (x) neither the Borrower nor any domestic subsidiary of the Borrower is a borrower or guarantor of such amended, refinanced or renewed indebtedness, and (y) such indebtedness is not denominated in U.S. dollars and (xi) any other debt financings agreed by the Arranger and you, clauses (i) through (xi), the "**Permitted Debt Incurrence**")) if such issuance, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Facility, any Qualifying Term Loan Facility, the Existing Credit Facilities Amendments, the Notes Offering and/or the Equity Offering, as applicable.

The Arranger intends to commence syndication efforts promptly after the execution and delivery of this Commitment Letter. To assist the Arranger in such syndication efforts, you agree until the Syndication Date to (a) prepare and provide, and to use commercially reasonable efforts to cause the Target to prepare and provide (to the extent the Buyer has the ability to cause Target to prepare and provide under the Merger Agreement), information with respect to the Borrower, its subsidiaries and, to the extent consistent with the Merger Agreement, the Acquired Business (other than materials the disclosure of which would violate a confidentiality agreement binding on you or waive attorney-client privilege) in form and substance customary for transactions of this type reasonably requested by the Arranger in connection with the syndication of the Facility and (b) cooperate, and to use commercially reasonable efforts to cause the Target to cooperate (to the extent the Buyer has the ability to cause Target to cooperate under the Merger Agreement), with the Arranger in connection with (i) the preparation of one or more customary confidential information memoranda (collectively, the "**Confidential Information Memorandum**") containing such information regarding the business, operations, assets, liabilities, financial position, projections and prospects of the Borrower and its subsidiaries and, to the extent consistent with the Merger Agreement, the Acquired Business (other than materials the disclosure of which would violate a confidentiality agreement binding on you or waive attorney-client privilege) in form and substance customary for transactions of this type reasonably deemed necessary by the Arranger in connection with the syndication of the Facility, (ii) the presentation of one or more customary information packages reasonably acceptable in format and content to the Arranger and the Borrower (collectively, the "**Lender Presentation**") in connection with the syndication of the Facility, (iii) meetings and other communications with prospective Lenders in connection with the syndication of the Facility (including through direct contact between senior management and representatives, with appropriate seniority and expertise, of the Borrower and prospective Lenders and participation of such persons in meetings with prospective Lenders at reasonable times and places to be mutually agreed), and (iv) your using commercially reasonable efforts to obtain, as promptly as practicable, an updated public corporate family rating of the Borrower from Moody's Investor Services, Inc. ("**Moody's**"), an updated public corporate credit rating of the Borrower from S&P Global, Inc. (S&P Global Ratings) ("**S&P**") and an updated public corporate rating of the Borrower from Fitch, Inc. (Fitch Ratings) ("**Fitch**"), taking into account the transactions contemplated hereby (it being understood that the foregoing shall not require that the Borrower achieve any specific rating). You will be solely responsible for the contents of the information described in paragraph 2 of Annex B hereto, the Confidential Information Memorandum and Lender Presentation (other than, in each case, any information contained therein that has been provided for inclusion therein by the Commitment Parties solely to the extent such information relates to the Commitment Parties) and all other information, documentation or other materials delivered by the Borrower to the Arranger in connection therewith (collectively, the "**Information**"), and acknowledge that the Arranger will be using and relying upon the Information without independent verification thereof. Without limiting your obligations pursuant to this paragraph or the express conditions precedent set forth in Section 2 hereof or Annex B hereto, it is understood and agreed that neither the obtaining of the ratings referenced above, nor any other provision of this Section 3, shall be a condition to the commitments and agreements of the Arranger and the other Commitment Parties

hereunder. In the event you do not provide information that could reasonably be considered material to the Lenders because the disclosure thereof would violate a confidentiality agreement binding on you or waive attorney-client privilege as contemplated above, you will promptly provide notice to the Commitment Parties that such information is being withheld and, at the request of the Lenders, you shall use commercially reasonable efforts to obtain the relevant consents under such obligations of confidentiality to permit the provision of such information or otherwise seek to disclose such information in a manner that would not result in a waiver of such attorney-client privilege.

You agree that information regarding the Facility and the Information provided by or on behalf of the Borrower, the Target or their respective affiliates to the Arranger in connection with the Facility or the other transactions contemplated hereby (including draft and execution versions of the Credit Agreement, the Confidential Information Memorandum, the Lender Presentation, publicly filed financial statements, and draft or final offering materials relating to contemporaneous securities issuances by the Borrower) may be disseminated to prospective Lenders through one or more internet sites (including a Debtdomain, ClearPar, IntraLinks, SyndTrak or other electronic workspace (the "**Platform**")) created for purposes of syndicating the Facility or otherwise, in accordance with the Arranger's standard syndication practices, and you acknowledge that neither the Arranger nor any of their affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform except to the extent that such damages are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of the Arranger or any such affiliate.

You acknowledge that certain of the Lenders may be "public side" Lenders that do not wish to receive material, non-public information within the meaning of federal, state or other applicable securities laws with respect to the Borrower, the Acquired Business, the Target or their respective affiliates or any securities of any of the foregoing (such information being called "**MNPI**" and each such Lender being called a "**Public Lender**"). At the reasonable request of the Arranger, you agree to prepare, and to use your commercially reasonable efforts to cause the Target (to the extent the Buyer has the ability to cause Target under the Merger Agreement) to assist in the preparation of, a customary additional version of the Confidential Information Memorandum and the Lender Presentation to be used by Public Lenders that does not contain MNPI. It is understood that, in connection with your assistance described above, you will provide customary authorization letters to the Arranger authorizing the distribution of the Confidential Information Memorandum and the Lender Presentation to prospective Lenders and containing a representation to the Arranger that such public side versions of the Confidential Information Memorandum and the Lender Presentation do not contain MNPI. In addition, you agree, at our reasonable request, to designate all Information provided to the Arranger that is suitable to make available to Public Lenders by clearly marking the same as "PUBLIC" (it being agreed that distribution of any Information that is not so identified may be restricted by the Arranger to Lenders that are not Public Lenders); *provided* that the Borrower has been afforded a reasonable opportunity to review such documents and comply with applicable disclosure obligations under applicable law. You acknowledge and agree that the following documents may be distributed to Public Lenders provided that you and your counsel have been given a reasonable opportunity to review such documents: (a) drafts and final versions of the Credit Agreement, (b) administrative materials prepared by the Arranger for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) term sheets and notification of changes in the terms and conditions of the Facility.

In acting as the Arranger, JPMorgan will have no responsibility other than to arrange the syndication as set forth herein and is acting solely in the capacity of an arm's-length contractual counterparty to the Borrower with respect to the arrangement of the Facility (including in connection with determining the terms of the Facility) and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person.

4. **Information**.

You represent and warrant that (a) all Information (other than financial projections and other forward-looking statements and information of a general economic or industry nature) provided in writing by or on behalf of the

Borrower or your representatives (or, with respect to Information provided in a data room or otherwise provided after the date hereof, by or on behalf of the Target or its representatives) to the Commitment Parties or the Lenders in connection with the Facility or the other transactions contemplated hereunder, when taken as a whole, is and will be, when furnished, complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements were made (and after giving effect to all supplements or updates thereto); *provided* that such representation with respect to any Information provided by or on behalf of the Target or its representatives is made only to the best of your knowledge and (b) the financial projections provided by or on behalf of the Borrower or its representatives to the Commitment Parties or the Lenders in connection with the Facility or the other transactions contemplated hereunder have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time of delivery of such financial projections, it being understood and agreed that financial projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular financial projection will be realized, and that the financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material; *provided*, *further*, that without limiting the conditions set forth in Section 2 above or Annex B hereto, the accuracy of the representations and warranty set forth in this sentence shall not be a condition precedent to funding of the Facility on the Closing Date. You agree that if at any time prior to the later of (i) the Closing Date and (ii) the Syndication Date, any of the representations in the preceding sentence would be incorrect in any material respect if such Information or such financial projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, such Information or such financial projections so that (with respect to the Acquired Business prior to the Closing Date, to your knowledge) such representations will be correct under those circumstances in all material respects at such time. In arranging and syndicating the Facility, you acknowledge and agree that the Arranger will be entitled to use and rely on the Information and the financial projections without responsibility for independent verification thereof and that the Arranger will have no obligation to conduct any independent evaluation or appraisal of the Acquired Business, the assets or liabilities of the Borrower or any other person or to advise or opine on any related solvency issues.

5. **Indemnification and Related Matters**.

In connection with arrangements such as this, it is the policy of the Commitment Parties to receive indemnification.

In the event that any Commitment Party becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including your or any of your shareholders, partners, members or other equity holders in connection with or as a result of either this arrangement or any matter arising out of this Commitment Letter or the Fee Letter (together, the "**Letters**"), you agree to periodically reimburse such Commitment Party upon written demand (together with customary documentation in reasonable detail) for its reasonable and documented out-of-pocket legal and other out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith (provided that any legal expenses shall be limited to one counsel for all Commitment Parties taken as a whole and if reasonably necessary, a single local counsel for all Commitment Parties taken as a whole in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of an actual or perceived conflict of interest between Commitment Parties where the Commitment Parties affected by such conflict inform you of such conflict, one additional counsel in each relevant jurisdiction to each group of affected Commitment Party similarly situated taken as a whole); *provided*, *however*, the foregoing shall not apply to any expenses for any action, proceeding or investigation involving losses, claims, damages or liabilities that have been found by a final, non-appealable judgment of a court of competent jurisdiction (a) to have resulted from (x) the gross negligence, bad faith or willful misconduct of such Commitment Party or its Related Commitment Party in performing the services that are the subject of the Letters or (y) a material breach of the obligations of such Commitment Party or its Related Commitment Party under this Commitment Letter, Fee Letter or the Loan Documents or (b) arising from any

dispute among Commitment Parties or any Related Commitment Parties of the foregoing other than any claims against JPMorgan in its capacity or in fulfilling its role as an agent or arranger role with respect to the Facility and other than any claims arising out of any act or omission on the part of you or your affiliates. You also agree to indemnify and hold each Commitment Party harmless against any and all losses, claims, damages or liabilities to any such person arising out of any investigation, litigation, claim or proceeding in connection with or as a result of either this arrangement or any matter referred to in the Letters (whether or not such investigation, litigation, claim or proceeding is brought by you, your equity holders or creditors or any indemnified person and whether or not any such indemnified person is otherwise a party thereto), except to the extent that such loss, claim, damage or liability has been found by a final, non-appealable judgment of a court of competent jurisdiction (a) to have resulted from (x) the gross negligence, bad faith or willful misconduct of such Commitment Party or its Related Commitment Party in performing the services that are the subject of the Letters or (y) a material breach of the obligations of such Commitment Party or its Related Commitment Party under this Commitment Letter, Fee Letter or the Credit Agreement and related definitive documentation or (b) arising from any dispute among Commitment Parties or any Related Commitment Parties of the foregoing other than any claims against JPMorgan in its capacity or in fulfilling its role as an agent or arranger role with respect to the Facility and other than any claims arising out of any act or omission on the part of you or your affiliates.

Your reimbursement, indemnity and contribution obligations under this Section 5 will be in addition to any liability or obligation which you may otherwise have, will extend upon the same terms and conditions to each affiliate of any such Commitment Party and the partners, members, directors, agents, employees and controlling persons (if any), as the case may be, of such Commitment Party and each such affiliate, and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of you, such Commitment Party, any such affiliate and any such person. You also agree that neither any Commitment Party nor any of its affiliates, partners, members, directors, agents, employees or controlling persons or any of their respective successors, assigns, heirs and personal representatives (collectively, the "**Protected Persons**") will have any liability to you or any person asserting claims on behalf of or in right of you or any other person in connection with or as a result of either this arrangement or any matter referred to in the Letters, except, in the case of any liability to you, to the extent that any losses, claims, damages, liabilities or expenses incurred by you have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Protected Person; *provided*, *however*, that in no event will such protected person or such other parties have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of such protected person's or such other persons' activities related to the Letters.

Neither you nor any of your affiliates will be responsible or liable to the Commitment Parties or any other person or entity for any indirect, special, punitive or consequential damages that may be alleged as a result of the Acquisition, this Commitment Letter, the Fee Letter, the Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Facility; *provided*, that nothing in this sentence shall limit your indemnity and reimbursement obligations set forth in this Section 5.

Promptly after receipt by any Commitment Party of notice of its involvement in any action, proceeding or investigation, such Commitment Party will, if a claim for indemnification in respect thereof may be made against you under this Section 5, notify you in writing of such involvement. Failure by any Commitment Party to so notify you will not relieve you from the obligation to indemnify such Commitment Party under this Section 5 except to the extent that you suffer actual prejudice as a result of such failure, and will not relieve you from your obligation to provide reimbursement and contribution to such Commitment Party.

For purposes hereof, a "**Related Commitment Party**" of a Commitment Party means (a) any controlling person or controlled affiliate of such Commitment Party, (b) the respective directors, officers, or employees of such Commitment Party or any of its controlling persons or controlled affiliates and (c) the respective agents of such Commitment Party or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such Commitment Party, controlling person or such controlled affiliate; *provided* that each

reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation or syndication of this Commitment Letter and the Facility.

The provisions of this Section 5 will survive any termination or completion of the arrangement provided by the Letters.

6. **Assignments**.

This Commitment Letter may not be assigned by you without the prior written consent of the Arranger (and any purported assignment without such consent will be null and void) and, except as set forth in Section 5 hereto, is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of or be enforceable by or at the request of, any person other than the parties hereto. Any Commitment Party may assign its commitment and agreements hereunder, in whole or in part, to any of its affiliates and, as part of the syndication of the Facility, and subject to the provisions of Section 3 hereof, to any Lender; *provided*, that, except in the case of a Commitment Party assigning its commitment to its affiliate which is also a Commitment Party, the assigning Commitment Party shall not be released from the portion of its commitment so assigned to the extent that such affiliate fails to fund on the Closing Date the portion of the commitment so assigned to it; *provided further* that subject to the last sentence of the fourth paragraph of Section 8 of this Commitment Letter, JPMorgan, as Arranger, and JPMorgan, as Administrative Agent, may not assign such roles under the Facility without your prior written consent.

7. **Confidentiality**.

Please note that this Commitment Letter and the Fee Letter, the terms hereof and thereof and any written communications provided by, or oral discussions with, the Arranger in connection with this arrangement are exclusively for your information and may not be disclosed by you to any other person or circulated or referred to publicly except you may disclose (a) this Commitment Letter and the Fee Letter, the terms hereof and thereof and such communications and discussions (i) to your officers, directors, employees, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of the Facility and who have been advised by you of the confidential nature of such information or (ii) pursuant to a subpoena or order issued by a court or by judicial, administrative or legislative body or committee, or as compelled in a judicial or administrative proceeding, or as otherwise required by applicable law or compulsory legal process or requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent not prohibited by law), (b) this Commitment Letter and the terms hereof, and a version of the Fee Letter that shall have been redacted in a manner reasonably acceptable to the Arranger, to the Target so long as it shall have agreed to treat such information confidentially, and to the Target's officers, directors, employees, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of the Acquisitions or the Facility and who have been advised of the confidential nature of such information, (c) information regarding the Facility (but not the Fee Letter or the terms thereof) in any prospectus or other offering memorandum or information memorandum relating to the offering of the Notes, the Equity Offerings or another permanent financing, (d) information regarding the Facility and the related transactions (but not the Fee Letter or the terms thereof) to ratings agencies on a confidential basis, (e) the existence of the Fee Letter and a generic description of the sources and uses (in a manner that does not disclose the amount of any individual fees paid in connection with the Transactions) in connection with the Transactions as part of any projections or other information in customary marketing materials and in filings with the SEC and other applicable regulatory authorities and stock exchanges, (f) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter, or the transactions contemplated hereby or thereby or enforcement hereof or thereof, (g) this Commitment Letter and information regarding the Facility (but not the Fee Letter) may be disclosed to the extent you reasonably determine that such disclosure is advisable to comply with your obligations under securities and other applicable laws, in any public filing, or any other filing with any governmental authority in connection with the Transactions or the financing thereof and (h) information regarding the Facility with our prior written consent; *provided* that the foregoing restrictions shall cease to apply

with respect to the Commitment Letter (but not with respect to the Fee Letter and its terms and substance) after your acceptance of this Commitment Letter and the Fee Letter and after the Commitment Letter has become publicly available as a result of disclosure in accordance with the terms of this paragraph.

The Arranger and each Commitment Party agrees that it will treat as confidential all information provided to it hereunder by or on behalf of you, the Target or any of your or the Target's respective subsidiaries or affiliates; *provided*, *however*, that nothing herein will prevent the Arranger from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such person agrees to inform you promptly thereof to the extent not prohibited by law), (b) upon the request or demand of any regulatory authority purporting to have jurisdiction over such person or any of its affiliates, (c) to the extent that such information is publicly available or becomes publicly available to it from a source, other than the Borrower, which is not known by us to have any legal, contractual, confidentiality or fiduciary obligation to the Borrower with respect to such information, (d) to such person's affiliates and their respective officers, directors, partners, members, employees, legal counsel, independent auditors and other advisors who need to know such information and on a confidential basis and who have been advised of the confidential nature of such information, (e) to potential and prospective Lenders, participants and any direct or indirect contractual counterparties to any swap or derivative transaction relating to the Borrower or its obligations under the Facility, in each case, who are advised of the confidential nature of such information and have agreed to treat such information confidentially, (f) to market data collectors as reasonably determined by the Arranger; *provided* that such information is limited to the existence of this Commitment Letter and customary non-confidential information about the Facility, (g) to the extent that such information was already in the Arranger's possession or is independently developed by the Arranger or (h) for purposes of establishing a "due diligence" defense; *provided* that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants or swap or derivative counterparties referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant or swap or derivative counterparty that such information is being disseminated subject to customary confidentiality undertakings (including by way of "click-through" acknowledgments) in accordance with the standard syndication processes of the Arranger or customary market standards for dissemination of such types of information. The Commitment Parties' obligations under this provision shall remain in effect until the earlier of (i) two years from the date hereof and (ii) the date the definitive documentation relating to the Facility is entered into, at which time any confidentiality undertaking in such definitive documentation shall supersede this provision.

Notwithstanding anything in this Commitment Letter to the contrary, the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Facility and all materials of any kind (including opinions or other tax analyses) that are provided to the Borrower relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure will remain subject to the confidentiality provisions hereof (and the foregoing sentence will not apply) to the extent reasonably necessary to enable the parties hereto, their respective affiliates and their respective affiliates' directors and employees to comply with applicable securities laws. For this purpose, "tax treatment" means U.S. federal or state income tax treatment, and "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transactions contemplated by this Commitment Letter but does not include information relating to the identity of the parties hereto or any of their respective affiliates or the amount or conditions related to the commitments hereunder.

8. **Absence of Fiduciary Relationship; Affiliates; Etc**.

As you know, the Arranger (together with its affiliates, the "**Arranger Group**"), is a full service financial institution engaged, either directly or through its affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally.

In the ordinary course of their various business activities, each of the Arranger Group and funds or other entities or persons in which the Arranger Group co-invests may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, the Arranger Group may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to the Borrower, the Acquired Business or your affiliates, or the assets, securities and/or instruments of the Borrower, its affiliates and other entities and persons that may be involved in transactions arising from or relating to the arrangement contemplated by this Commitment Letter or have other relationships with the Acquired Business or the Borrower, or its affiliates. In addition, the Arranger Group may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The arrangement contemplated by this Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although the Arranger Group in the course of such other activities and relationships may acquire information about the transactions contemplated by this Commitment Letter or other entities and persons that may be the subject of the financing contemplated by this Commitment Letter, the Arranger Group shall not have any obligation to disclose such information, or the fact that the Arranger Group is in possession of such information, to you or any of your affiliates or to use such information on your or your affiliates' behalf.

Consistent with the policies of the Arranger Group to hold in confidence the affairs of its customers, the Arranger Group will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter to any of its other customers. Furthermore, you acknowledge that the Arranger Group and their respective affiliates have no obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

The Arranger Group may have economic interests that conflict with yours or those of your equityholders or affiliates. You agree that the Arranger Group will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Arranger Group, on the one hand, and you or your equityholders or affiliates, on the other hand. You acknowledge and agree that the financing transactions contemplated by this Commitment Letter and the Fee Letter (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Arranger Group, on the one hand, and you, on the other, and in connection therewith and with the process leading thereto, (a) the Arranger Group has not assumed advisory or fiduciary responsibilities in favor of you or your equityholders or affiliates with respect to the financing transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether the Arranger Group has advised, is currently advising or will advise you or your equityholders or affiliates on other matters) or any other obligation to you, except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (b) the Arranger Group is acting solely as a principal and not as an agent or fiduciary of you or your management, equityholders, affiliates, creditors or any other person in connection with the financing transactions contemplated hereby. You acknowledge and agree that you have consulted your own legal and financial advisors to the extent you deemed appropriate and that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that, the Arranger Group has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to you, in connection with such financing transactions or the process leading thereto and, in furtherance thereof, agree that, the Arranger Group shall not have any liability (whether direct or indirect) to you or to any person asserting any such claim on behalf of or in right of you, including your equityholders, affiliates, creditors or any other person in connection with the financing transactions contemplated hereby.

As you know, JPMorgan has been retained by you as financial advisor (in such capacity, the "**Financial Advisor**") in connection with the acquisition of the Acquired Business. You agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and on the other hand, our and our affiliates' relationships with you as described and referred to herein. In addition, the Arranger Group may employ the services of its affiliates in providing services and/or performing their obligations hereunder and, subject to the confidentiality provisions applicable to the Arranger, may exchange with such affiliates information concerning the Borrower, the Acquired Business and other entities or persons that may be the subject of this arrangement, and such affiliates will be entitled to the benefits afforded to the Arranger Group hereunder.

In addition, please note that the Arranger Group does not provide accounting, tax or legal advice.

9. **Miscellaneous**.

The Commitment Parties' commitments and agreements hereunder will automatically terminate upon the first to occur of (i) the consummation of the Acquisition without drawing on the Facility, (ii) the termination in accordance with the terms of the Merger Agreement or the public announcement by the Borrower of the abandonment of the Acquisition, (iii) 11:59 p.m. on the End Date (as defined in the Merger Agreement as in effect on the date hereof) and (iv) the receipt by the Commitment Parties of written notice from the Borrower of its election to terminate all commitments under the Facility in full. In addition, the Commitment Parties' commitments hereunder will automatically terminate and, if applicable, be superseded by the comparable provisions contained in the definitive Credit Agreement on the date the definitive Credit Agreement is executed and delivered.

The provisions set forth under Sections 3, 4, 5, 7 and 8 hereof and this Section 9 and the provisions of the Fee Letter will remain in full force and effect regardless of whether the Credit Agreement is executed and delivered; *provided* that all of your obligations under this Commitment Letter (other than those under Sections 3, 4, 7 and 8 hereof and this Section 9 and the provisions of the Fee Letter, all of which shall remain in full force and effect) shall automatically terminate and, if applicable, be superseded in their entirety by the comparable provisions contained in the definitive Credit Agreement on the date the definitive Credit Agreement is executed and delivered; *provided*, *further*, that the provisions set forth under Section 4 shall not survive if the commitments and undertakings of the Commitment Parties are terminated prior to the effectiveness of the Facility (or upon the closing of the Acquisition without the use of any proceeds of the Facility). The provisions set forth under Sections 5, 7 and 8 hereof and this Section 9 and the provisions of the Fee Letter will remain in full force and effect notwithstanding the expiration or termination of this Commitment Letter or the commitments and agreements hereunder. You may terminate this Commitment Letter and/or any Commitment Party's commitment with respect to the Facility (or a portion thereof) at any time subject to the provisions of the immediately preceding sentence.

Each of the parties hereto agrees, for itself and its affiliates, that any suit, action or proceeding arising in respect of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letter brought by it or any of its affiliates shall be brought, and shall be heard and determined, exclusively in any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of, and to venue in, such court and irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising in respect of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letter in any such court and any defense of any inconvenient forum to the maintenance of any such suit, action or proceeding in any such court. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in

other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any such suit, action or proceeding brought in any court. Any right to trial by jury with respect to any suit, action or proceeding arising in connection with or as a result of either the Commitment Parties' commitments or agreements hereunder or the Fee Letter or any matter referred to in this Commitment Letter or the Fee Letter is hereby irrevocably and unconditionally waived by the parties hereto, to the fullest extent permitted by applicable law. This Commitment Letter and the Fee Letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws; provided, however, that (A) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement as in effect on the date hereof) and whether or not a Company Material Adverse Effect has occurred, (B) whether the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof you or any of your affiliates have the right to terminate your or their obligations thereunder or decline to consummate the Acquisition as a result thereof and (C) the determination of whether the Acquisition has been consummated pursuant to and on the terms and conditions set forth in the Merger Agreement, in each case shall be determined pursuant to the Merger Agreement, which is governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to conflicts of laws principles (whether of the State of Maryland or any other jurisdiction that would cause the application of the Laws of any jurisdiction other than the State of Maryland.

Each of the Parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including the good faith negotiation of the definitive documentation by the parties hereto in a manner consistent with this Commitment Letter, it being understood for the avoidance of doubt that the funding of the Facility is subject to the conditions precedent set forth in Section 2 herein.

The Arranger hereby notifies you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and 31 C.F.R. § 1010.230 (the "**Beneficial Ownership Regulation**"), the Arranger and each Lender may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Arranger and each Lender to identify the Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation, and is effective for the Arranger and each Lender.

This Commitment Letter may be executed in any number of counterparts, including both paper and electronic counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic transmission (in .pdf format) will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Commitment Parties of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Commitment Parties are under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Commitment Parties pursuant to procedures approved by it; *provided*, *further*, without limiting the foregoing, (a) to the extent the Commitment Parties have agreed to accept such Electronic Signature, the Commitment Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and

(b) upon the request of any Commitment Party any Electronic Signature shall be promptly followed by a manually executed, original counterpart. "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time. This Commitment Letter may not be amended, and no term or provision hereof may be waived or modified, except by an instrument in writing signed by each of the parties hereto.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Arranger the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter, on or before 11:59 p.m. on November 14, 2021, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us and you. If this Commitment Letter and the Fee Letter have not been signed and returned as described in the preceding sentence by such date, this offer will terminate on such date.

[Remainder of page intentionally left blank]

We look forward to working with you on this transaction.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ John Kowalczuk
Name: John Kowalczuk
Title: Executive Director

ACCEPTED AND AGREED AS OF
THE DATE FIRST SET FORTH ABOVE:

AMERICAN TOWER CORPORATION

By: /s/ Rodney M. Smith
Name: Rodney M. Smith
Title: Executive Vice President,
Chief Financial Officer and Treasurer

Project Appleseed
Summary of the Facility

This Summary outlines the principal terms of the Facility referred to in the Commitment Letter, of which this Annex A is a part. Capitalized terms used but not defined in this Annex A have the meanings given thereto in the Commitment Letter.

Borrower:	American Tower Corporation, a Delaware corporation (the "**Borrower**").
Guarantors:	None.
Sole Lead Arranger and Lead Bookrunner:	JPMorgan Chase Bank, N.A. (in such capacity, the "**Arranger**").
Sole Administrative Agent:	JPMorgan Chase Bank, N.A. (in such capacity, the "**Administrative Agent**").
Lenders:	Banks and other financial institutions selected by the Arranger in consultation with the Borrower in accordance with Section 3 of the Commitment Letter (each, a "**Lender**" and, collectively, the "**Lenders**").
Transactions:	(i) The Borrower, through a wholly owned subsidiary (such Subsidiary, the "**Purchaser**"), intends to commence a cash tender offer to purchase any and all of the outstanding shares of common stock (the "**Offer**") of an entity previously identified to us and codenamed "Chicago" (the "**Target**" and, together with its subsidiaries, the "**Acquired Business**"), (ii) following the consummation of the Offer, Purchaser's wholly owned subsidiary ("**REIT Merger Sub**") will merge with and into the Target (the "**REIT Merger**") with the Target being the surviving entity (the "**Interim Surviving Entity**"), (iii) substantially concurrently with the REIT Merger, Purchaser's other wholly owned subsidiary ("**OP Merger Sub**") will merge with and into the Target's subsidiary (the "**OP**", and such merger, the "**OP Merger**") with the OP being the surviving entity and (iv) immediately following the REIT Merger, the Interim Surviving Entity shall merge with and into Purchaser, with Purchaser being the surviving entity (the "**Purchaser Merger**") (the transactions described in clauses (i), (ii), (iii), and (iv) collectively, the "**Acquisition**"), in each case, pursuant to the Agreement and Plan of Merger, dated as of the date hereof (the "**Merger Agreement**"). A portion of the cash consideration payable to consummate the Merger is expected to be obtained from a combination of (a) cash on hand, (b) proceeds from a Qualifying Term Loan Facility, (c) proceeds from a Qualifying Revolving Facility, (d) proceeds from drawings under the Existing Revolving Credit Facilities (after giving effect to the Existing Credit Facilities Amendments), (e) proceeds from the

issuance by the Borrower of equity securities pursuant to one or more Equity Offerings and the issuance by the Borrower of Notes pursuant to one or more Notes Offerings and (f) to the extent that some or all of the proceeds of the Equity Offering or the Notes Offering are not available, borrowings by the Borrower of term loans under the Facility described herein. In addition to the foregoing, it is expected that each Existing Credit Facility (as defined below) will be amended or amended and restated so that (i) the financial covenant therein is the same as described under the caption "Financial Covenants" below, (ii) the leverage ratio following the consummation of any Qualified Acquisition not to exceed 7.50 to 1.00 (*provided* that the such step-up will be available only if during the immediately preceding full quarter such step-up did not apply), (iii) the definition of "Qualified Acquisition" (x) removes the cap on the number of Qualified Acquisition that may be consummated during the lifetime of the agreement, (y) the 5.50 to 1.00 ratio becomes 6.00 to 1.00 and (z) notwithstanding the provisions thereof, the Transaction shall constitute a Qualified Acquisition, (iv) the cross-acceleration and judgments baskets are increased to $600 million, (v) the subsidiary indebtedness basket is increased to the greater of (x) $3.5 billion and (y) 50% of Adjusted EBITDA, (vi) (x) for the Existing Multicurrency Revolving Credit Facility, the alternative currency basket is increased to $3.5 billion and (y) for the Existing USD Revolving Credit Facility, the alternative currency basket is increased to $2.5 billion, (vii) the definitions and provisions related to "Certain Funds" are removed and (viii) the commitments will be increased up to an amount not to exceed $3.0 billion (the "**Existing Credit Facilities Amendments**" and the Existing Revolving Credit Facilities as so amended, the "**Amended Revolvers**"). The Mergers and the other transactions described in this paragraph are collectively referred to as the "**Transactions**".

For the purposes hereof:

"**Existing Revolving Credit Facilities**" means, collectively, (i) that certain third amended and restated revolving credit agreement dated as of February 10, 2021 among the Borrower, the lenders party thereto and Toronto Dominion (Texas) LLC, as administrative agent (the "**Existing USD Revolving Credit Facility**") and (ii) that certain second amended and restated multicurrency revolving credit agreement, dated as of February 10, 2021, among the Borrower, the lenders party thereto and Toronto Dominion (Texas) LLC, as administrative agent (the "**Existing Multicurrency Revolving Credit Facility**").

"**Existing Credit Facilities**" means, collectively, (i) the Existing Revolving Credit Facilities, (ii) the 2021 Three-Year Term Loan Agreement and (iii) that certain term loan agreement, dated as of December 19, 2019, as amended, among the Borrower, the lenders party thereto and Mizuho Bank, Ltd., as administrative agent.

Facility:	A senior unsecured bridge loan facility in an aggregate principal amount of up to $10.5 billion, less the amount of any reductions of the commitments as set forth under "Optional Commitment Reductions and Prepayments" and "Mandatory Commitment Reductions and Prepayments" below (the "**Facility**").
Purpose/Use of Proceeds:	The proceeds of the Loans under the Facility (the "**Loans**") will be used on the Closing Date to pay all or a portion of the cash consideration under the Merger Agreement and to pay fees and expenses incurred in connection with the Transactions.
Closing Date:	The date on which all Conditions Precedent described in Section 2 of the Commitment Letter to which this Annex is attached have been satisfied or otherwise waived (the "**Closing Date**").
Availability:	Loans will be available in a single drawing on the Closing Date. The Loans will be available in U.S. dollars.
Maturity:	The Loans will mature on the day that is 364 days after the Closing Date.
Ranking:	The Loans will be unsecured and will rank pari passu in right of payment with all other unsecured senior obligations of the Borrower.
Interest Rates:	As set forth on Schedule I to this Annex A.
Optional Commitment Reductions and Prepayments:	Commitments may be terminated in whole or reduced in part, at the option of the Borrower, at any time without premium or penalty, upon three business days' written notice, in minimum amounts and multiples to be agreed. Loans may be prepaid, in whole or in part, at the option of the Borrower, at any time without premium or penalty, upon three business days' written notice, in minimum amounts and multiples to be agreed.
Mandatory Commitment Reductions and Prepayments:	Commitments under the Facility will be reduced, and Loans will be required to be prepaid, in an aggregate amount equal to: (a) without duplication of clause (b), (x) 100% of the commitments provided to the Borrower or any of its subsidiaries pursuant to any committed but unfunded bank term loan credit agreement or similar definitive agreement for the incurrence of debt for borrowed money that has become effective for the purpose of financing the Transactions and having conditions to availability which are no less favorable than the conditions to availability of the Facility contemplated hereunder (as reasonably determined by the Borrower upon entering into such committed financing) (any such term loan a "**Qualifying Term Loan Facility**") and (y) 100% of the revolving credit

commitments provided to the Borrower or any of its subsidiaries pursuant to a revolving credit agreement that has become effective for the purpose of financing the Transactions and having conditions to availability that are no less favorable than the conditions to availability of the Facility contemplated hereunder (as reasonably determined by the Borrower upon entering into such committed financing, including, for the avoidance of doubt, any portion of any existing revolving credit facility (including any increase thereof) that is amended for such purpose and to reflect such terms, and any increase in any existing revolving credit facility entered into for such purpose and reflecting such terms (a "**Qualifying Revolving Facility**");

(b) without duplication of clause (a) above and for the avoidance of doubt, excluding the net cash proceeds of any Qualifying Term Loan Facility and Qualifying Revolving Facility (to the extent that the commitments under the Facility have previously been reduced by the committed amount of such Qualifying Term Loan Facility and/or Qualifying Revolving Facility as contemplated by clause (a) above), 100% of the net cash proceeds (net of all reasonable fees and out-of-pocket costs and expenses in connection with such event, including, without limitation, legal fees, investment banking fees, underwriting discounts and commissions, upfront fees, arranger fees, commitment fees, consultant fees, accountant fees and other similar fees) received by the Borrower or any of its subsidiaries from any Debt Incurrence (as defined below) after the date of the Commitment Letter to which this Annex A is attached, whether before or after the Closing Date;

(c) 100% of the net cash proceeds (net of all reasonable fees and out-of-pocket costs and expenses in connection with such event, including, without limitation, legal fees, investment banking fees, underwriting discounts and commissions, upfront fees, arranger fees, commitment fees, consultant fees, accountant fees and other similar fees) received by the Borrower from any Equity Issuance (as defined below) after the date of the Commitment Letter to which this Annex A is attached, whether before or after the Closing Date; and

(d) 100% of the net cash proceeds (net of all reasonable fees and out-of-pocket costs and expenses in connection with such event, including, without limitation, legal fees, investment banking fees, the amount of all payments required to be made as a result of such event to repay indebtedness secured by such asset, taxes, any reserves established to fund contingent liabilities reasonably estimated to be payable or any retained liabilities) received by the Borrower and any of its subsidiaries from any sale or other disposition of assets (including from the sale of equity interests in any subsidiary of the Borrower) consummated after the date of the

Commitment Letter to which this Annex A is attached, whether before or after the Closing Date (for the avoidance of doubt, including any sale or other disposition of the Acquired Business to a third party or any joint venture vehicle), subject to exceptions for (i) dispositions in the ordinary course of business, (ii) net cash proceeds to the extent not greater than $25 million in the aggregate in any fiscal year and (iii) such other exceptions as the Arranger and the Borrower may agree upon.

"**Debt Incurrence**" means any incurrence of debt for borrowed money by the Borrower or any of its subsidiaries, whether pursuant to a public offering or in a Rule 144A or other private placement of debt securities (including debt securities convertible into equity securities) or incurrence of loans under any loan or credit facility, other than a (x) a Permitted Debt Incurrence and (y) debt incurrence in connection with amendments, refinancings or renewals of the 3.50% Senior Notes due 2023.

"**Equity Issuance**" means any issuance of equity securities by the Borrower, whether pursuant to a public offering or in a Rule 144A or other private placement or otherwise, other than (a) securities issued pursuant to employee stock plans or employee compensation plans and directors qualifying shares, (b) capital contributions received from, or issuance of equity interests to, the Borrower, (c) securities or interests issued or transferred as consideration in connection with any acquisition and (d) such other exceptions as the Arranger and the Borrower may agree upon.

The commitments under the Facility will automatically terminate upon the first to occur of (i) the consummation of the Acquisition without drawing on the Facility, (ii) the termination in accordance with the terms of the Merger Agreement or the public announcement by the Borrower of the abandonment of the Acquisition and (iii) 11:59 p.m. on the End Date (as defined in the Merger Agreement as in effect on the date hereof).

The Borrower agrees to promptly notify the Administrative Agent of any required mandatory commitment reductions and prepayments hereunder.

Documentation:

The Facility will be documented under a credit agreement (the "**Credit Agreement**") substantially consistent with the 2021 Three-Year Term Loan Agreement, modified as appropriate to reflect the terms and conditions set forth herein and in Annex B to the Commitment Letter and as appropriate in view of the structure and intended use of the Facility. In addition, the Credit Agreement shall be modified to reflect the Administrative Agent's operational and agency provisions, in form and substance reasonably acceptable to the Borrower, and in addition shall contain customary provisions with respect to (i) erroneous payments and (ii) the Administrative Agent's customary provisions for the use of LIBOR (as defined on Schedule I

	hereto) (this paragraph, collectively, the "**Documentation Principles**").
Representations and Warranties:	The Credit Agreement will contain representations and warranties substantially consistent with those in the 2021 Three-Year Term Loan Agreement and shall in addition include the representation set forth on Schedule II to this Annex A.
Affirmative Covenants:	The Credit Agreement will contain affirmative covenants substantially consistent with those in the 2021 Three-Year Term Loan Agreement.
Information Covenants:	The Credit Agreement will contain information covenants substantially consistent with those in the 2021 Three-Year Term Loan Agreement.
Negative Covenants:	The Credit Agreement will contain negative covenants substantially consistent with those in the 2021 Three-Year Term Loan Agreement; *provided* that the Credit Agreement shall not restrict the Acquisition or any of the Transactions contemplated by the Merger Agreement.
Financial Covenants:	Limited to: (a) A maximum ratio of Total Debt to Adjusted EBITDA at each quarter end not to exceed 6.00 to 1.00, *provided* that in lieu of the foregoing, for any such date occurring after a Qualified Acquisition (to be defined consistent with the Documentation Principles) and on or prior to the last day of the fourth full fiscal quarter of the Company after the consummation of such Qualified Acquisition, the Company will not permit such ratio as of such date to exceed 7.50 to 1.00, and (b) A maximum ratio of Senior Secured Debt to Adjusted EBITDA at each fiscal quarter end not to exceed 3.00 to 1.00. To the extent the Existing Credit Facilities Amendments have not been implemented prior to the Closing Date, the financial covenant for the Facility shall automatically be modified to be the same as the financial covenant in the Existing Credit Facilities as of the date hereof. For purposes of calculating the foregoing, Total Debt, Adjusted EBITDA, Senior Secured Debt and Interest Expense shall each have substantially the same definitions as contained in the 2021 Three-Year Term Loan Agreement.
Events of Default:	Substantially consistent with those in the 2021 Three-Year Term Loan Agreement (including grace periods and thresholds).
Conditions Precedent to Funding:	Subject to the Certain Funds Provision, the obligations of the Lenders to make the Loans will be subject solely to the conditions precedent set forth in Section 2 of the Commitment Letter (including those set forth in Annex B attached thereto).

Assignments and Participations:	The Credit Agreement will contain assignment and participation provisions substantially consistent with those in the 2021 Three-Year Term Loan Agreement. The Lenders will be permitted to assign Loans under the Facility subject to the consent of the Borrower (not to be unreasonably withheld or delayed); *provided* that no such consent shall be required for any assignment to a Lender, an affiliate of a Lender or an approved fund of a Lender or if an event of default shall have occurred and be continuing; *provided* that assignments of commitments made at any time prior to the Closing Date shall be made in accordance with Section 3 of the Commitment Letter.
Voting:	The Credit Agreement will contain amendment and waiver provisions substantially consistent with those in the 2021 Three-Year Term Loan Agreement.
Yield Protection:	The Credit Agreement will contain yield protection provisions substantially consistent with those in the 2021 Three-Year Term Loan Agreement.
Indemnity and Expense Reimbursement:	The Credit Agreement will contain provisions relating to indemnity, expense reimbursement, exculpation and related matters substantially consistent with those in the 2021 Three-Year Term Loan Agreement.
Governing Law and Jurisdiction:	The Credit Agreement and other loan documentation will be governed by New York law; *provided* that (A) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement as in effect on the date hereof) and whether or not a Company Material Adverse Effect has occurred, (B) whether the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof the Borrower or any of its affiliates has the right to terminate its or their obligations thereunder or decline to consummate the Acquisition as a result thereof and (B) the determination of whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement, in each case shall be determined pursuant to the Merger Agreement, which is governed by, and construed in accordance with, the laws of Maryland, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York and will waive any right to trial by jury.
Counsel to the Arranger and the Administrative Agent:	Davis Polk & Wardwell LLP.

The foregoing is intended to summarize the principal terms and conditions of the Facility. It is not intended to be a definitive list of all of the terms of the Facility. Notwithstanding anything herein to the contrary, there are no conditions of the Facility or of the Commitment Parties' commitments and agreements hereunder other than as expressly set forth in this letter.

Interest Rates:

The interest rates for borrowings under the Facility will be (A) if the Credit Agreement is effective before January 1, 2022, at the option of the Borrower, (i) LIBOR or (ii) Base Rate, plus, in each case, the applicable LIBOR Margin or Base Rate Margin depending upon the ratings (the "**Ratings**") of the Index Debt by Moody's Investor Services, Inc. ("**Moody's**"), Fitch, Inc. ("**Fitch**") and S&P Global, Inc. ("**S&P**"), as set forth in the Facility Pricing Grid below; *provided*, that the applicable margins at each Pricing Level in such Facility Pricing Grid will increase by 25 basis points on the 90th day following the Closing Date and by an additional 25 basis points each 90th day thereafter while Loans remain outstanding under the Facility of (B) if the Credit Agreement is effective on or after January 1, 2022, "Adjusted Term SOFR" (to be set forth in the Credit Agreement) plus the applicable margin.

"**LIBOR**" means the London interbank offered rate.

"**Base Rate**" means the highest of (i) the Prime Rate, (ii) the Federal Funds Effective Rate plus 1/2 of 1.00% per annum and (iii) LIBOR for an interest period of one month plus 1.00% per annum.

"**Index Debt**" means indebtedness of the Borrower for borrowed money that is not subordinated to any other indebtedness for borrowed money and is not secured or supported by a guarantee, letter of credit or other form of credit enhancement.

The Borrower may elect interest periods of one, three or six months for LIBOR loans.

Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of Base Rate loans based on the Prime Rate). Interest shall be payable at the end of each applicable interest period (and at three-month intervals in the case of interest periods exceeding three months) on LIBOR loans and quarterly on Base Rate loans.

Default Rate:

Immediately following any payment or bankruptcy default, and prospectively at the election of the Requisite Lenders following any other event of default, with respect to principal, the applicable interest rate plus 2.00% per annum.

Ticking Fee:

The Borrower will pay to each Lender a "**Ticking Fee**" equal to 11 basis points per annum (computed on the basis of the actual number of days elapsed in a year of 365 or 366 days, as the case may be) on the undrawn amount of each Lender's commitment from time to time under the Facility, commencing upon the later of (x) the execution and delivery of the Credit Agreement and (y) the date that is 60 days following the date of the Commitment Letter. Ticking Fees will be payable quarterly in arrears and on the Closing Date or any earlier date on which the commitments terminate.

Duration Fee: The Borrower will pay to each Lender on each of the dates set forth below a duration fee equal to the applicable percentage of the aggregate principal amount of such Lender's Loans outstanding under the Facility on each such date: (i) on the date that is 90 days after the Closing Date, 0.50%, (ii) on the date that is 180 days after the Closing Date, 0.75% and (iii) on the date that is 270 days after the Closing Date, 1.00%.

Facility Pricing Grid (bps per annum):

	Ratings	LIBOR Margin	Base Rate Margin
Pricing Level 1	³ A- / A3 / A-	87.5	0.0
Pricing Level 2	BBB+ / Baa1 / BBB+	100.0	0.0
Pricing Level 3	BBB / Baa2 / BBB	112.5	12.5
Pricing Level 4	BBB- / Baa3 / BBB-	125.0	25.0
Pricing Level 5	BB+ / Ba1 / BB+	150.0	50.0
Pricing Level 6	£ BB / Ba2 / BB	175.0	75.0

Margins set forth for each Pricing Level will increase on the 90th day following the Closing Date and on each 90th day thereafter as provided under "Interest Rates" above. The applicable Pricing Level will be based on the highest Ratings from any of Moody's, S&P and Fitch of the Index Debt; *provided* that if the lowest Rating received from any such rating agency is two or more rating levels below the highest Rating received from any other such rating agency, the applicable Pricing Level shall be the level that is one level below the highest of such Ratings; *provided*, *further* that if two Ratings are at the same highest level, the applicable Pricing Level shall be the level of such highest Rating. For purposes of the foregoing, if the ratings established by Moody's, S&P and Fitch shall be changed (other than as a result of a change in the rating system of Moody's, S&P or Fitch), such change shall be effective as of the date on which it is first announced by the applicable rating agency. Each change in the margins shall apply during the period commencing on the next business day after the effective date of such change and ending on the date immediately preceding the effective date of the next such change. For any day when no rating is in effect, the LIBOR Margin and the Base Rate Margin shall be the rate set forth opposite Pricing Level 6.

Additional Representation and Warranty

All written information furnished by or on behalf of the Borrower to the Administrative Agent (including for distribution to the Lenders) (other than information of a general economic or general industry nature) in connection with the syndication of, or compliance with, the Loan Documents was, when taken as a whole, true and correct in all material respects as of the date such information was furnished to the Administrative Agent (including for distribution to Lenders) and did not contain any untrue statement of a material fact as of such date or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading (after giving effect to all supplements or updates thereto); *provided* that with respect to any projections or other forward-looking information, the Borrower represents only that such projections and other forward-looking information were prepared in good faith based upon assumptions that were believed in good faith by the Borrower to be reasonable at the time furnished to the Administrative Agent (it being understood and agreed that financial projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrower's control, that no assurance can be given that any particular financial projection will be realized and that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material).

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Summary of Additional Conditions Precedent to the Facility

Capitalized terms used but not defined in this Annex B have the meanings given thereto in the Commitment Letter.

1. Acquisition: The Acquisition in respect of which the drawing is being made shall have been consummated, or substantially concurrently with the funding under the Facility shall be consummated, in each case pursuant to and on the terms and conditions set forth in the Merger Agreement and without giving effect to amendments, supplements, waivers or other modifications to or consents under the Merger Agreement that are adverse in any material respect to the Lenders in their capacities as such and that have not been approved by the Arranger, such approval not to be unreasonably withheld or delayed, (it being understood and agreed that (a) any decrease in the purchase price shall be deemed to be materially adverse to the Lenders unless the aggregate decrease does not exceed 10% and is allocated 100% to decrease the Facility, (b) any increase in the purchase price shall be deemed not to be materially adverse so long as not financed with the incurrence of indebtedness) and (c) any amendment to the definition of "Company Material Adverse Effect" in the Merger Agreement shall be deemed to be materially adverse to the Lenders.

2. Financial Statements. The Arranger shall have received in the case of the Borrower, on or prior to the Closing Date, (i) audited consolidated balance sheets and related audited statements of operations, stockholders' equity and cash flows of the Borrower for each of the three fiscal years most recently ended at least 60 days prior to the Closing Date (and audit reports for such financial statements shall not be subject to any qualification or "going concern" disclosures) and (ii) unaudited consolidated balance sheets and related unaudited statements of operations, stockholders' equity and cash flows of the Borrower for each subsequent fiscal quarter ended at least 40 days prior to the Closing Date (but excluding the fourth quarter of any fiscal year). It is acknowledged and agreed that the filing of the financial statements identified above by the Borrower in its filings on Form 10-K and Form 10-Q with the U.S. Securities and Exchange Commission shall satisfy the delivery requirements in this paragraph 2.

3. Fees and Expenses. All costs, fees, expenses and other compensation required by the Commitment Letter and the Fee Letter to be payable to the Arranger, the Administrative Agent or the Lenders at or prior to the Closing Date (in the case of expenses, to the extent invoiced at least two business days prior to the Closing Date) shall have been paid to the extent due.

4. Customary Closing Documents. The Arranger shall have received (a) a customary legal opinion, organizational documents of the Borrower, evidence of corporate authority of the Borrower, a good standing certificate of the Borrower in its jurisdiction of organization, a secretary's certificate of the Borrower, a customary officer's certificate of the Borrower and a notice of borrowing by the Borrower and (b) delivery of a customary solvency certificate in the form of Schedule I to this Annex B certifying that the Borrower and its subsidiaries are solvent (on a consolidated basis). The Arranger shall have received at least three business days prior to the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, to the extent requested at least ten business days prior to the Closing Date.

5. Accuracy of Representations. On the Closing Date, the Specified Representations and the Specified Merger Agreement Representations shall be true and correct in all material respects and there shall not have occurred and be continuing any Major Default (after giving effect to the Transactions) under the Facility. For purposes of the foregoing, (a) "**Specified Merger Agreement Representations**" means the representations and warranties made by the Target with respect to the Acquired Business in the Merger Agreement that are material to the interests of

the Arranger or the Lenders, but only to the extent that the Borrower has the right under the Merger Agreement not to consummate the Acquisition, or to terminate its obligations under the relevant Merger Agreement, as a result of such representations and warranties in such Merger Agreement not being true and correct, (b) "**Specified Representations**" means representations and warranties of the Borrower with respect to due organization; organizational power and authority to enter into the Transactions and documentation relating to the Facility; due authorization, execution, delivery and enforceability of the Credit Agreement; no conflicts with organizational documents; no conflicts with material debt instruments of the Borrower in excess of $400 million (including, without limitation, the Existing Credit Facilities) after giving effect to the Transactions (but without giving effect to any materiality or "Material Adverse Effect" Qualification); Investment Company Act; Federal Reserve Regulations; compliance with OFAC and use of proceeds not in violation of the Foreign Corrupt Practices Act; solvency (substantially in the form set forth in Schedule 1 to Annex B); and Patriot Act and (c) "**Major Default**" shall mean any payment or bankruptcy event of default.

6. No Company Material Adverse Effect. Since the date of the Merger Agreement, there shall not have been any Company Material Adverse Effect or any event, change, or effect that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the definitive documentation for the Facility or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, the only representations the accuracy of which shall be a condition to availability of the Facility on the Closing Date shall be the Specified Representations and the Specified Merger Agreement Representations. For the avoidance of doubt, all representations and warranties under the Facility shall be made on the effective date and on the Closing Date of the Facility. This paragraph, and the provisions herein, being the "**Certain Funds Provision**".

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE
of
BORROWER AND ITS SUBSIDIARIES

Pursuant to Section [●] of the Credit Agreement, the undersigned hereby certifies, solely in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Borrower, and not individually, as follows:

As of the date hereof, after giving effect to the consummation of the Transactions, including the making of the Loans under the Credit Agreement, and after giving effect to the application of the proceeds of such indebtedness:

a. The fair value of the assets of the Borrower and its subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

b. The present fair saleable value of the property of the Borrower and its subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

c. The Borrower and its subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured; and

d. The Borrower and its subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Borrower, on behalf of the Borrower, and not individually, as of the date first stated above.

[_____]

By: _____
Name:
Title:

Exhibit (d)(2)

September 4, 2021

CONFIDENTIAL

Richard Rossi
Senior Vice President & General Counsel
116 Huntington Avenue
Boston, MA 02116

Ladies and Gentlemen:

In connection with the consideration by American Towers LLC, a Delaware limited liability company, on behalf of itself, its parent company, American Tower Corporation, its subsidiaries and affiliates ("Counterparty") of a possible negotiated transaction (a "Transaction") with CoreSite Realty Corporation (the "Company," and collectively with Counterparty, the "parties," and each a "party"), each of the parties has been or may be furnished with certain Confidential Information (as defined below) by or on behalf of the other party. For purposes of this letter agreement, the party disclosing Confidential Information to the other party is referred to as the "Disclosing Party" and the party receiving Confidential Information from the Disclosing Party is referred to as the "Receiving Party". As a condition to such Confidential Information being furnished or made available to each other, for the parties' consideration of the Transaction and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this letter agreement, (i) "Transaction Information" means (a) the fact that investigations, discussions or negotiations are taking place or have taken place concerning a possible Transaction, (b) any of the terms, conditions or other facts with respect to any such possible Transaction, including the status or timing thereof or either party's consideration of a possible Transaction, (c) that the parties or any of their respective affiliates (as defined below) are or have been considering or reviewing a transaction involving or relating to the other party or taking any of the actions described in paragraph 10 hereof or (d) that this letter agreement exists or that Confidential Information has been requested or made available to the Receiving Party or its Representatives (as defined below) and (ii) "Confidential Information" means any Transaction Information and any confidential, proprietary or non-public information (whether prepared by the Disclosing Party, its Representatives or otherwise, and whether oral, written or electronic) concerning, relating to or belonging to the Disclosing Party or its subsidiaries that the Disclosing Party or its Representatives (in such capacity) furnish, disclose or make available, or have furnished, disclosed or made available, before, on or after the date hereof to the Receiving Party or its Representatives or is otherwise ascertained by the Receiving Party or its Representatives through due diligence investigation of any such information or discussions with employees or other Representatives of the Disclosing Party, together with such portions of any analyses, summaries, notes, forecasts, studies, data and other documents

and materials in whatever form maintained, whether prepared by the Disclosing Party or the Receiving Party or the Disclosing Party's or the Receiving Party's respective Representatives or others, which contain or reflect any such information.

2. Other than with respect to any Transaction Information, Confidential Information does not include information that (a) is already in the Receiving Party's possession, provided that such information is not known by the Receiving Party to be subject to an obligation of confidentiality to the Disclosing Party, (b) is or becomes generally available to the public other than as a result of a disclosure, or any other act or omission, in violation of the terms hereof, by the Receiving Party or its Representatives, (c) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not known by the Receiving Party, after due inquiry, to be bound by an obligation of confidentiality to the Disclosing Party with respect to such information, (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information or (e) is confirmed in writing by the Disclosing Party as no longer treated as confidential by the Disclosing Party.

3. The Receiving Party and its Representatives shall keep all Confidential Information confidential, shall not disclose Confidential Information to any third party and shall use Confidential Information solely for the purpose of evaluating, proposing, conducting due diligence with respect to and/or negotiating a possible Transaction (and, if the parties enter into a definitive agreement providing for a Transaction, executing the Transaction so provided for therein) (the "Purpose") and for no other purpose; *provided*, *however*, Confidential Information may be disclosed to such of the Receiving Party's Representatives who (i) in Receiving Party's reasonable estimation, need to know such information solely for the Purpose, (ii) are advised of the confidential nature of the Confidential Information and their obligations pursuant to this letter agreement and directed to comply herewith and (iii) are obligated to keep such information confidential to at least the extent required hereby. The Receiving Party shall be responsible for any breach of this letter agreement by its Representatives (in such capacity). In addition, Counterparty acknowledges and agrees that American Tower Corporation and its subsidiaries, affiliates, Representatives, and any other person acting on behalf of or in concert with any of the foregoing shall each be bound by all provisions of this letter agreement applicable to, respectively, the Counterparty, its subsidiaries, affiliates, Representatives or any other person acting on behalf of or in concert with any of the foregoing to the same extent as if American Tower Corporation were a direct party hereto in lieu of American Towers LLC. Each of American Towers LLC and American Tower Corporation shall be responsible for causing the other to comply with this letter agreement. Confidential Information shall remain the property of the Disclosing Party, and its disclosure shall not confer on the Receiving Party or its Representatives any rights with respect to such Confidential Information other than rights specifically set forth in this letter agreement. The Receiving Party understands that some Confidential Information deemed competitively sensitive may be designated for review solely by the Receiving Party's outside Representatives and/or by a limited number or category of the Receiving Party's employees designated by the Disclosing Party, and the Receiving Party agrees to, and to cause its Representatives to, abide by any such designation; provided, however, the Disclosing Party will identify Confidential Information as competitively sensitive

prior to disclosure to the Receiving Party. The Receiving Party and its Representatives shall exercise the same degree of care that it or they, as applicable, use to protect its or their own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information.

4. In the event that either party, as a Receiving Party or any of its Representatives, receives a request, or is required, to disclose all or any part of the Confidential Information (or to make any disclosure otherwise prohibited hereby) under the terms of a subpoena, deposition, interrogatory, request for information or documents, civil investigative demand or other legal process or order issued by a court or governmental, regulatory or administrative body of competent jurisdiction or under any law, regulation, governmental proceeding or stock exchange rule, each party, as a Receiving Party, agrees to, and to cause its Representatives to, (a) to the extent permitted by the applicable law, regulation or body of competent jurisdiction, promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request or requirement so that it may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this letter agreement (and, if the Disclosing Party seeks such an order, to provide such reasonable cooperation during normal business hours as the Disclosing Party shall reasonably request at the Disclosing Party's sole expense) and (b) if, following the failure of the Disclosing Party to obtain such protective order, disclosure of such Confidential Information is required in the opinion of the Receiving Party's legal counsel, exercise reasonable efforts (other than expenditure of funds) to obtain an order or other reliable assurance that confidential treatment will be accorded to such of the disclosed information which the Disclosing Party so designates. Following the failure of the Disclosing Party to obtain such protective order prior to the required disclosure, if in the opinion of the Receiving Party's legal counsel, disclosure of such Confidential Information is required, the Receiving Party and its Representatives shall be permitted to disclose only that portion of the Confidential Information that is, in the opinion of the Receiving Party's legal counsel, required to be disclosed. For the avoidance of doubt, it is understood and agreed that the Receiving Party shall not be deemed to be requested or required under applicable law or applicable rules or regulations of any national securities exchange to disclose any Confidential Information solely by virtue of the fact that, absent such disclosure, the Receiving Party or any person acting on its behalf or in concert with the Receiving Party may be prohibited from purchasing, selling or engaging in derivative or other voluntary transactions with respect to the securities of the Disclosing Party or that the Receiving Party may be unable to file any proxy or other solicitation materials or tender or exchange offer materials, in compliance with Section 14 of the Securities Exchange Act of 1934, as amended or the rules or regulations promulgated thereunder (the "Exchange Act").

5. Each party acknowledges that it is aware that the United States securities laws may prohibit persons in possession of material, nonpublic information regarding an issuer from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. Each party, as a Receiving Party, understands that neither the other party, as a Disclosing Party, nor any of its Representatives have made or make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Disclosing Party and such other persons expressly disclaim any and all liability to the Receiving Party or any other person that may be based upon or relate to (a) the use of the Confidential Information by the Receiving Party or any of its Representatives or (b) any errors therein or omissions therefrom. Only those representations or warranties that are made in any definitive agreement with respect to any Transaction, when, as, and if it is executed and delivered, and subject to such limitations and restrictions as may be specified in such definitive agreement, will have any legal effect. Except for the matters specifically agreed to herein, each party, as a Receiving Party, also agrees that neither the Disclosing Party nor its Representatives shall have any liability to the Receiving Party or its Representatives or equityholders on any basis (including, without limitation, in contract, tort, under federal or state securities laws or otherwise), and neither the Receiving Party nor its Representatives will make any claims whatsoever against such other persons, with respect to or arising out of: a possible Transaction, as a result of this letter agreement or any other written or oral expression with respect to a possible Transaction; the participation of such party and its Representatives in evaluating a possible Transaction; the review of or use or content of the Confidential Information or any errors therein or omissions therefrom; or any action taken or any inaction occurring in reliance on the Confidential Information; provided, however, in each case, except as may be included in any definitive agreement with respect to any Transaction.

7. At the written request of the Disclosing Party, the Receiving Party shall promptly (and cause its Representatives to promptly), at the Receiving Party's election, either (a) redeliver to the Disclosing Party all written or electronic Confidential Information received from or on behalf of the Disclosing Party or (b) destroy all such written or electronic Confidential Information, including all reproductions thereof, then in the Receiving Party's or its Representatives' possession, other than information that cannot legally or reasonably be destroyed. In either event, the Receiving Party shall also destroy all written or electronic data developed or derived from the Disclosing Party's Confidential Information, and shall cause its Representatives to do likewise. At the written request of the Disclosing Party, the destruction pursuant to this paragraph shall be confirmed in writing to the Disclosing Party by an authorized officer of the Receiving Party. In such event, all oral Confidential Information shall remain subject to the terms of this letter agreement for the term of this letter agreement. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover information that is (x) automatically maintained on routine computer system backup tapes, disks or other electronic or magnetic storage devices, (y) retained for compliance purposes or pursuant to a bona fide pre-existing record retention policy or (z) required to be retained by a stock exchange, FINRA, law or regulation as long as such backed-up information is not used, disclosed, or otherwise recovered from such backup devices except to the extent required by a stock exchange, FINRA, law or regulation; *provided* that such materials referenced in this sentence, as well as any and all Transaction Information, shall remain subject to the confidentiality obligations of this letter agreement for the term of this letter agreement.

8. Neither the Company nor any of its affiliates or subsidiaries, nor Counterparty nor any of its affiliates or subsidiaries, will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any written or oral expression with respect to such Transaction by any of their respective directors, officers, employees, agents or any other Representatives, except for the matters specifically agreed in this letter agreement. No contract or agreement providing for a Transaction shall be deemed to exist unless and until a definitive agreement has been executed and delivered by each of the parties thereto, and each party hereby waives, in advance, any claims (including, without limitation, breach of contract claims providing for a Transaction) in connection with such a Transaction unless and until a definitive agreement has been executed and delivered by each of the parties thereto. Each party further acknowledges and agrees that (a) neither party shall have an obligation to authorize or pursue any Transaction, (b) neither party has, as of the date hereof, authorized or made any decision to pursue or engage in any such Transaction and (c) each party reserves the right to reject all proposals and to terminate discussions and negotiations at any time. For purposes of this letter agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written document, unless specifically so designated in writing and executed by both parties, nor does it include any written or oral offer or bid or any written or oral acceptance thereof, provided, however that such letter of intent or other preliminary written document may contain terms that are binding on the parties, which such binding terms are not deemed to be waived by this paragraph. This letter agreement does not constitute or create any obligation of the Disclosing Party to provide any Confidential Information or other information to the Receiving Party, but merely defines the rights, duties and obligations of the parties with respect to Confidential Information to the extent it may be disclosed or made available. Under no circumstances is the Disclosing Party obligated to disclose or make available any information, including any Confidential Information that the Disclosing Party in its sole discretion determines not to disclose.

9. Neither the Receiving Party nor any of its Representatives will initiate or cause to be initiated any unless it receives prior written consent (a) communication concerning the Confidential Information; (b) requests for meetings with management in connection with a potential Transaction; or (c) other communication relating to the Disclosing Party (other than in the ordinary course of business), the Confidential Information or a potential Transaction, in each case with any shareholder, director, officer or employee of the Disclosing Party or any of its subsidiaries who has not been designated by the Disclosing Party as a participant in discussions or diligence. Any requests directed to the Company for Confidential Information, meetings, or discussions relating to a possible Transaction should be directed to Qazi M. Fazal of Evercore, or its respective designees, unless otherwise specified in writing by the Company. Any requests directed to Counterparty for Confidential Information, meetings, or discussions relating to a possible Transaction should be directed to Nate Brown or Matt Douglas, or their respective designees, unless otherwise specified in writing by Counterparty.

10. Counterparty hereby agrees that, for a period of two years from the date of this letter agreement (the "Standstill Period"), unless specifically invited in writing by the Company, neither Counterparty nor its Representatives (acting on its behalf) or any other person acting on behalf

of or in concert with Counterparty or any of its controlled affiliates will, in any manner, directly or indirectly:

a. effect or seek, offer or propose (whether publicly or otherwise) to effect, or participate in, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in:

   i. any acquisition of any securities (or beneficial ownership thereof as defined in Rule 13d-3 under the Exchange Act), or rights or options to acquire any securities (or beneficial ownership thereof) of the Company or its subsidiaries, or assets constituting a significant portion of the consolidated assets of the Company or its subsidiaries, or any indebtedness or businesses of the Company or its subsidiaries;

   ii. any tender offer or exchange offer, merger or other business combination involving the Company or any of its subsidiaries or assets of the Company or any of its subsidiaries constituting a significant portion of the consolidated assets of the Company or any of its subsidiaries;

   iii. any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries; or

   iv. any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) to vote any voting securities of the Company or any of its subsidiaries;

b. form, join, or in any way communicate or associate with any security holders or participate in a "group" (as defined under the Exchange Act) with respect to the Company or any of its subsidiaries or any voting securities of the Company or any of its subsidiaries;

c. otherwise act, alone or in concert with others, (i) to seek representation on or to control, change, advise or influence the management, board of directors or policies of the Company or any of its subsidiaries, (ii) to obtain representation on the board of directors of the Company or any of its subsidiaries or (iii) to propose any matter to be voted upon by the security holders of the Company or any of its subsidiaries;

d. publicly disclose or direct any person to publicly disclose, any intention, plan or arrangement inconsistent with the foregoing;

e. take any action that could reasonably be expected to cause or legally require Counterparty, the Company or any other person to disclose or make a public announcement regarding, any Confidential Information or any matter of the types set forth in this paragraph 10; or

f. advise, assist, direct or intentionally encourage any person to advise, assist or intentionally encourage any other persons to do or attempt to do any of the foregoing.

Counterparty also agrees during the Standstill Period not to request the Company or any of its Representatives, directly or indirectly, to amend or waive any provision of this paragraph 10 (including this sentence). Notwithstanding the foregoing, the provisions of this paragraph will immediately terminate if (i) the Company enters into a definitive agreement with respect to a transaction or series of related transactions involving all or a majority of (x) the voting securities of the Company or (y) the consolidated assets of the Company (in each case, whether by merger, consolidation, acquisition, issuance, business combination, joint venture, tender or exchange offer, recapitalization, restructuring, sale, equity issuance or otherwise) or (ii) any third party commences (or publicly announces an intention to commence) a tender offer or exchange offer for all or a majority of the Company's outstanding voting securities and the Company or the Board of Directors of the Company either recommends or accepts such offer or fails to recommend that its stockholders reject such offer within 10 business days from the date of such commencement or announcement.

11. For a period of two years from the date of this letter agreement, without the Company's prior written consent, neither Counterparty nor its subsidiaries will, directly or indirectly, solicit for purposes of employment, offer to hire, hire, or enter into any employment contract with, (i) any officer of the Company or any of the Company's subsidiaries that are identified in the Company's Annual Report on Form 10-K (or exhibits thereto) or are otherwise known by the Counterparty to be subsidiaries of the Company, or (ii) any other management-level employee of the Company or its subsidiaries with whom Counterparty has contact or of whom Counterparty become aware, in each case, in connection with the evaluation, negotiation and/or implementation of a potential Transaction, or otherwise solicit, induce or otherwise encourage any such person to discontinue or refrain from entering into any employment relationship (contractual or otherwise) with the Company or any of its subsidiaries, other than (x) solicitation or general recruitment of employees other than executive officers of the Company or its subsidiaries through general advertising, employment agencies or other general solicitation not specifically targeted to such employees or otherwise intended to circumvent the provisions of this paragraph 11 and (y) hiring employees other than executive officers of the Company (A) as a result of solicitation permitted by the preceding clause or (B) who contact Counterparty of their own accord without any encouragement or solicitation by or on behalf of Counterparty.

12. Each party, as a Receiving Party, acknowledges that the Disclosing Party may be entitled to the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges with respect to portions of the Confidential Information. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work-product protections, attorney-client privileges or similar protections or privileges as a result of the disclosure of such Confidential Information pursuant to this letter agreement. The parties (a) share a common legal and commercial interest in such Confidential Information, (b) may become joint defendants in proceedings to which such Confidential

Information relates and (c) intend that such protections and privileges remain intact should either party be, or become, subject to any actual or threatened proceeding to which such Confidential Information relates. In furtherance of the foregoing, the Receiving Party will not claim or contend, in any proceedings involving either party, that the Disclosing Party waived the protections of the attorney work-product doctrine, attorney-client privilege or similar protections or privileges solely as a result of the disclosure of Confidential Information pursuant to this letter agreement.

13. Each party, as a Receiving Party, agrees that the Disclosing Party would be irreparably injured by a breach of this letter agreement by the Receiving Party or its Representatives and that money damages are an inadequate remedy for an actual or threatened breach of this letter agreement because of the difficulty of ascertaining the amount of damage that will be suffered by the Disclosing Party in the event that this letter agreement is breached. Therefore, the Receiving Party agrees to the granting of specific performance of this letter agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, as determined by a court of competent jurisdiction, without proof of actual damages. The Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy, and in the event such agreement to waive such requirement is found to be invalid, the Receiving Party agrees to stipulate that a bond in the amount of $1,000 is adequate. Such remedy shall not be deemed to be the exclusive remedy for the Receiving Party's or its Representatives' breach of this letter agreement, but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

14. This letter agreement shall expire and be of no further force or effect from the earlier of (i) the third anniversary hereof and (ii) the closing of a Transaction between the parties to this letter agreement or their affiliates. This letter agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This letter agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, between the parties or their respective affiliates, relating to the subject matter hereof. Neither party may assign this letter agreement, in whole or in part, without the prior written consent of the other party.

15. This letter agreement may be modified or waived only by a separate writing between the parties executed by both parties setting forth an express modification or waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this letter agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. In addition, no waiver by either party of any breach of this letter agreement shall be deemed to extend to any other breach hereof, whether prior or subsequent, or affect in any way any rights arising because of any such other breach.

16. If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and

effect to the fullest extent permitted by law and shall in no way be affected, impaired or invalidated.

17. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. Each party irrevocably (a) submits to the exclusive jurisdiction of the Delaware Court of Chancery, or in the event that the Delaware Court of Chancery lacks jurisdiction, the U.S. District Court for the District of Delaware, for purposes of any suit, action or other proceeding arising out of this letter agreement, or of the transactions contemplated hereby, that is brought by or against such party, (b) agrees that all actions or proceedings arising out of or relating to this letter agreement or the transactions contemplated hereby shall be litigated exclusively in such courts and (c) agrees not to commence any legal proceeding related hereto except in such courts. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby in the above referenced courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUCH ACTION, SUIT OR PROCEEDING.

18. For purposes of this letter agreement, (a) the term "Representatives" means (i) a party's directors, officers, employees, agents, subsidiaries, advisors, or representatives (including attorneys, accountants, consultants and financial advisors), and (ii) only from and after such time as the Disclosing Party consents in writing in its sole discretion, potential sources of financing to the Receiving Party or its subsidiaries; (b) the term "subsidiary" means, when used with respect to any party, (i) a person or entity that is directly or indirectly controlled by such party, (ii) a person or entity of which such party beneficially owns, either directly or indirectly, more than 50% of the total combined voting power of all classes of voting securities of such person or entity, the total combined equity interests of such person or entity or the capital or profit interests, in the case of a partnership, or (iii) a person or entity of which such party has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of such person or entity; (c) the term "control" means, when used with respect to any specified person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or other interests, by contract, agreement, or otherwise; (d) the term "affiliate" shall be as such term is defined under the Exchange Act; and (e) the term "person" shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

19. Any notice which either party desires or is required to give to the other party hereunder shall be in writing, and shall be sent by certified mail, return receipt requested, by hand delivery (against a signed receipt), by reputable overnight delivery service (such as Federal Express) which can certify actual delivery at the addresses set forth below, or by email:

To the Company:

CoreSite Realty Corporation
1001 17th Street, Suite 500
Denver, CO 80202
Attn: Derek S. McCandless
Email: Derek.McCandless@coresite.com

With a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Adam O. Emmerich
Zachary S. Podolsky
Email: AOEmmerich@wlrk.com
ZSPodolsky@wlrk.com

To Counterparty:

American Towers LLC
c/o American Tower Corporation
Attn: SVP General Counsel, US Tower
10 Presidential Way
Woburn, Massachusetts 01801
Phone: (781) 926-4500
Attn: Ed DiSanto
Richard Rossi
Michael McCormack
Janae Walker
Email: Ed.DiSanto@AmericanTower.com
Richard.Rossi@americantower.com
Michael.McCormack@americantower.com
Janae.Walker@americantower.com

With a copy to:

American Towers LLC
Attn: General Counsel
116 Huntington Avenue
Boston, MA 02116

Either party may change its address for purposes hereof by giving written notice to the other party in accordance with this paragraph. Any notice given by certified mail, as aforesaid, shall

be deemed given on the third (3rd) day after such notice is deposited with the United States Postal Service. Any notice given by hand, as aforesaid, shall be deemed given when received (against a signed receipt). Any notice given by overnight delivery service, as aforesaid, shall be deemed given on the first business day following the date when such notice is deposited with such delivery service. Any notice given by email shall be deemed given upon confirmation of receipt by the recipient thereof.

20. This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement. Signatures to this agreement transmitted by facsimile transmission, by email in "portable document format" (.pdf) form, or by any other electronic or digital (such as DocuSign) means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page Follows]

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter agreement, which will constitute our agreement with respect to the matters set forth herein as of the date first above written.

Very truly yours,

CoreSite Realty Corporation

By: /s/ Derek McCandless
Name: Derek McCandless
Title: SVP and General Counsel

[*Signature Page to Confidentiality Agreement*]

Accepted, Confirmed and Agreed:

AMERICAN TOWERS LLC

By: /s/ Richard Rossi
Name: Richard Rossi
Title: Senior Vice President and General Counsel, U.S. Tower
September 4, 2021