Market: CO/UT/WY/MT/S. ID

Cell Site Number: COL01176
Cell Site Name: Humana
Fixed Asset Number: 10093833

ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT (this "License") is made and entered into as of July 1st, 2018, by and between HCA-HealthONE, LLC, a Colorado limited liability company, having a mailing address of 1100 Charlotte Ave., Suite 1500, Nashville, Tennessee 37203 ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Licensee"), under the following circumstances:

- A. Licensor is the owner of the land, building and/or tower described on Exhibit A attached hereto (the "Site");
- B. Licensor and Licensee desire to enter into this License for the purpose of setting forth the terms and conditions of a license by Licensor to Licensee of certain space(s) on or at a portion of the Site as more particularly described and/or depicted on Exhibit B attached hereto (the "Licensed Space"), for the installation, operation, and maintenance of the radio and/or wireless communication transmitting and receiving equipment and associated electronic equipment and mounting structures, shelters, and enclosures and such utility connections required for such equipment and structures, all as described on Exhibit C attached hereto (the "Equipment"). For the avoidance of doubt, the term "Licensed Space" shall be limited to the Equipment(s) on or within the Site as depicted on Exhibit B, and shall not include portions of the Site depicted on Exhibit B for the purpose of orienting the location of the Equipment on or within the Site.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

- 1. Grant of License. Licensor hereby grants to Licensee on and subject to the terms and conditions set forth herein, a license to install, operate and maintain at Licensee's sole expense and risk, the Equipment on, in or at the Licensed Space. Licensee's use of the Licensed Space shall be exclusive. The Licensed Space may be used by Licensee only for the installation, operation, and maintenance of the Equipment and for no other purpose whatsoever. Except as may otherwise be expressly provided in this License, Licensee shall not place any equipment or other property on, in or at the Licensed Space other than that listed on Exhibit C attached hereto. Licensee shall at all times comply with all of the rules and regulations which Licensor may from time to time adopt, and promulgate in writing and deliver to Licensee. Any rules and regulations shall be uniformly applied and not in conflict with this License. The terms of this License will control in the event of a conflict with any such rules and regulations. Licensee agrees to take, at Licensee's own expense, all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Despite the characterization of this agreement as a license, the license provided herein is irrevocable and Owner does not have any revocation or termination rights except as specifically provided herein.
- 2. <u>Term.</u> The Commencement Date of the term of this License, the length of the initial term of this License and, if applicable, the number and length of any renewal terms, are set forth in the Summary of Basic Antenna Site License Information attached to the front of this License (the "<u>Summary</u>"), which Summary is incorporated herein by reference and made a part hereof. If renewal terms are specified in the Summary, then provided Licensee is not in default beyond any applicable cure period, the term of this License shall automatically renew at the commencement of each such renewal term unless Licensee delivers

to Licensor no later than ninety (90) days before the expiration of the then current term, written notice stating that Licensee is not renewing the term of this License and that the term of this License will expire and end at the expiration of the then current term.

License Fee. During the initial term and during any renewal term of this License, Licensee shall pay to Licensor a monthly license fee (the "Monthly License Fee") equal to the Initial Monthly License Fee set forth in the Summary, increased annually on each anniversary of the first day of the first calendar month following the Commencement Date (unless the Commencement Date is the first day of a calendar month, in which event such annual increase shall occur on each anniversary of the Commencement Date), by an amount equal to the Monthly License Fee payable for the month immediately prior to such anniversary, multiplied by the Annual Escalation Percentage set forth in the Summary. The Initial Monthly License Fee shall be paid within forty-five (45) days after the Commencement Date and thereafter the Monthly License Fee shall be paid on the first day of each month during the term of this License. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee payable for the first and last calendar months of the term of this License shall be prorated for the number of days of such month occurring in the term. The Monthly License Fee shall be paid by electronic transfer to a bank account designated by Licensor in writing or direct to Licensor at HCA Inc., 1100 Charlotte Ave., Suite 1500, Nashville, Tennessee, 37203, Attn: Real Estate Department (or at such other location as designated by Licensor in writing). Licensee shall pay all sales or use taxes applicable to the Monthly License Fee or as a direct result of the Equipment being located on, in or at the Licensed Space (Licensor agrees to furnish proof of such increase in taxes as a direct result of the Equipment placement upon request by Licensee). If payment of the Monthly License Fee is not received by the 10th day of any month, Licensor may charge a late fee (the "Late Fee") equal to the greater of \$25 or one and one half percent (1-1/2%) per month of the amount due to Licensor. No payment by Licensee or receipt by Licensor of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Licensee nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such amount or pursue any other remedy provided herein or at law or in equity.

4. Inspection of Licensed Space; Condition of the Site.

- (a) Prior to the Commencement Date, Licensee shall have the right to conduct tests, studies and analyses of the Licensed Space in order to determine the suitability of the Licensed Space for Licensee's intended use. All such investigations shall be done at Licensee's sole cost and expense. Licensee shall restore the Licensed Space and the Site to its original condition as existed immediately prior to such investigations, and Licensee shall be liable for any damages resulting from the investigations. No such investigation shall be permitted to disturb existing tenants, licensees or other occupants at, on or in the Site, and before commencing any investigations Licensor and Licensee shall enter into an entry and testing agreement on terms acceptable to both parties.
- (b) Licensee agrees that the Licensed Space is licensed to Licensee in strictly "AS IS" condition with all faults and defects, whether patent or latent. There have been no representations, warranties (including any implied warranty of merchantability or fitness for a particular use), guarantees, statements or information, express or implied, pertaining to the Licensed Space or the Site, the condition thereof, or any other matters whatsoever, made to or furnished to Licensee by Licensor or any employee or agent of Licensor, except as specifically set forth in this License. Licensee hereby acknowledges that Licensor shall have no responsibility for: (A) the condition of the Site or the Licensed Space; or (B) damage suffered by Licensee or any other person due to such condition.

5. Installation of Equipment.

- Licensee shall install and operate only the Equipment identified on Exhibit C to this (a) License, and any replacements, modifications or additions thereto permitted pursuant to Section 10 of this License. The cost of Licensee's installation, replacement, modification or addition, including the cost of any permits or licenses required for operation of the Equipment, shall be borne and paid solely by Licensee. Licensor shall have the right to reasonably pre-approve the engineering, design, method of installation, and placement of the Equipment. Licensee shall comply with all of the "Standards and Requirements" (as defined in Section 8 hereof). During installation, Licensee shall not cause interference of any kind to the activities of Licensor or other licensees on, in or at the Site. If such interference is caused by Licensee and cannot be reduced to levels reasonably acceptable to Licensor, Licensee shall immediately halt all installation work, and Licensor may elect to terminate this License by giving Licensee ten (10) days written notice. The placement of any pad/platform and/or structure for Licensee's use on or at the Site must be preapproved by Licensor prior to installation. All pre-installation of said pad/platform and/or structure will be coordinated through the Licensor's appointed representative for the Site. No changes to the placement will be allowed without the prior written approval of Licensor. Licensee shall be solely liable for all expenses related to installation of said pad/platform and/or structure as well as the cost to enclose the Equipment. Notwithstanding the foregoing, Licensor and Licensee acknowledge that the Equipment has already been installed on the Licensed Space, and Licensor has pre-approved the current engineering, design, method of installation, placement and configuration of the Equipment (including any pad/platform or structure).
- (b) Licensor reserves the right to require Licensee to relocate any or all of the Equipment during the term of this License, and Licensee agrees to relocate said Equipment, provided that: (i) Licensor has provided Licensee with not less than twelve (12) months' prior written notice, to relocate the Equipment, or any part thereof, to an alternate location (the "Relocation Space") on the Site; (ii) such relocation will be performed exclusively by Licensee or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of Licensee on the Site; and (iv) such relocation will not impair, or in any manner alter, the quality of communications service provided by Licensee on and from the Site. Licensor and Licensee hereby agree that a survey (prepared at the sole cost and expense of Licensor) of the Relocation Space (including the access and utility rights and/or easements) will supplement Exhibit B hereto and become a part hereof, and the Relocation Space shall be considered the Licensed Space for all purposes hereunder.

6. Operation of Equipment.

Licensee shall not install or operate on, in or at the Licensed Space or the Site any equipment of types and/or frequencies which interfere with (i) the equipment of Licensor, (ii) the equipment of other licensees already located on, in or at the Site as of the date of this License, (iii) any "Healthcare Equipment" (hereinafter defined), or (iv) any medical device that is used on, in or by any person (a "Medical Device"). In the event Licensee's equipment causes such interference, Licensee, at its sole cost and expense, shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Licensee agrees to then immediately cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference); provided however, that notwithstanding any contrary provision of this License, in the event the design, operation or maintenance of Licensee's equipment or any component thereof at any time, within the sole but reasonable judgment of Licensor, interferes with the use or operation of the Healthcare Equipment or any Medical Device or otherwise poses a material risk of injury or death or jeopardizes the health or safely of any person, Licensee, upon the demand of Licensor, shall immediately cease using the equipment causing such interference or posing such risk of injury or death or jeopardizing such health or safely. In the event Licensee cannot eliminate such interference after using its commercially reasonable efforts to do so (not to exceed ninety (90) days), then this License shall terminate

at the option of either Licensee or Licensor without further obligation on either party upon not less than ten (10) days prior written notice, except for Licensee's obligation to pay all fees owed to Licensor at the time of such termination and any indemnification obligations of both parties hereto which shall expressly survive the termination of this License. If neither Licensor nor Licensee elects to terminate this License, then Licensee shall power down or take other required steps to completely eliminate such interference, and shall continue to fulfill the covenants and obligations of this License, including without limitation payment of the Monthly License Fee. Any future attempts to operate Licensee's Equipment in the Licensed Space without interference shall be coordinated with Licensor and subject to reasonable restrictions and limitations.

- (b) Notwithstanding any contrary provision set forth in this License, the installation, operation and maintenance of the Equipment and Licensee's rights hereunder shall at all times be expressly subject and subordinate to the right and authority of Licensor to utilize or operate any and all machinery, instruments, equipment or other devices used on, in, at or about the Site or complex or property of which the Site is a part in connection with the provision of health care services, including but not limited to, any and all procedures, treatments, diagnostic testing and other services of every kind and character that at the time in question are usually and customarily provided at hospitals, medical office buildings or diagnostic, out-patient treatment, or ambulatory surgery facilities or at other health care facilities of the kind located on, in or at the Site or the property of which the Site is a part (collectively hereinafter referred to as the "Healthcare Equipment"). Licensor has the right to disconnect, in accordance with the terms provided herein, any Equipment not in compliance with this Section 6.
- (c) If any equipment installed on, in or at the Site subsequent to the Commencement Date (except for equipment of the same make, model number and specifications replacing pre-Commencement Date equipment) by Licensor or its licensees causes interference to the Equipment, Licensor or its licensee at its sole cost and expense, shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Licensor agrees to then immediately cease using the equipment or to cause the licensee using the equipment to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). Notwithstanding anything set forth herein to the contrary, Licensor shall not have any obligation to cease using any Healthcare Equipment or prohibit any Medical Devices and if any Healthcare Equipment or Medical Device is causing such interference and Licensor cannot eliminate such interference after using its commercially reasonable efforts to do so (not to exceed ninety (90) days), then this License shall terminate at the option of either Licensee or Licensor without further obligation on either party upon not less than ten (10) days prior written notice, except for Licensee's obligation to pay all fees owed to Licensor at the time of such termination and any indemnification obligations of both parties hereto which shall expressly survive the termination of this License.
- (d) Licensee understands that it is the intention of Licensor to accommodate as many users and licensees as possible on, at or in the Site. Licensee shall cooperate with Licensor in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in order to permit the safe installation of new equipment or new facilities on, at or in the Site or to permit repairs to facilities of any user or licensee of, on, at or in the Site or to the Site or related facilities.
- 7. Access to Licensed Space. Licensee shall have a non-exclusive right to access the Licensed Space twenty-four (24) hours a day, 365 days a year for its employees, agents, contractors, or representatives as designated, subject to the terms of this Section 7, the "Standards and Requirements" (as defined in Section 8 hereof), and reasonable security restrictions adopted by Licensor from time to time. If the Licensed Space is located on a building, Licensor may issue to Licensee a key, key card, and/or access code to unlock the gate and transmitter room for maintenance purposes. This key may not be duplicated, loaned, or transferred to any other entity. If this key or keycard is lost or the integrity of the building's

security is breached by Licensee, Licensee will bear the expense for Licensor to re-tool the locks, reprogram the security system, and provide new keys and/or keycards to the building for all authorized persons. All keys and keycards must be returned to Licensor upon the expiration or earlier termination of the term of this Licensee. Licensee shall provide Licensor the name of Licensee's custodian of the key or keycard; should the custodian change, Licensee shall notify Licensor, in writing, of the new custodian's identity within twenty-four (24) hours. Before performing any installation or maintenance work on, at or in the Site, Licensee shall notify Licensor and obtain Licensor's approval of the work to be performed and the persons to perform the work, which approval shall not be unreasonably withheld, conditioned or delayed. Under emergency conditions of equipment failure or safety concerns, such prior notification is waived and Licensee shall follow security procedures for immediate after hour access as may be established by Licensor from time-to-time. All contractors and subcontractors of Licensee who perform any services on, in or at the Licensed Space must (i) be approved by Licensor in advance, (ii) hold all licenses necessary for the work being performed, and (iii) carry the insurance required pursuant to Section 14 hereof and Exhibit E attached hereto.

- 8. Antenna Site and Equipment Standards and Requirements. Licensee shall at all times comply with all Antenna Site and Equipment Standards and Requirements set forth on Exhibit D attached hereto and incorporated herein by this reference (the "Standards and Requirements"), and with all reasonable and nondiscriminatory rules and regulations which Licensor may from time to time adopt upon written receipt thereof. Licensor shall promptly deliver written rules and regulations to Licensee. Any rules and regulations shall be uniformly applied and not in conflict with this License. The terms of this License will control in the event of a conflict with any such rules and regulations.
- Maintenance of Licensed Space and Equipment. Licensee shall keep and maintain the Licensed Space and the Equipment in good order and repair, ordinary wear and tear and damage by fire and/or other casualty excepted, and in compliance with applicable sections of Part 17 of the rules of the Federal Communications Commission (the "FCC") pertaining to lighting, marking, inspection, and maintenance. In cases where such FCC regulations require the painting of Licensee's feedlines, Licensee hereby consents to such painting. Licensee shall maintain the Equipment in accordance with standards of good engineering practices to assure that it conforms at all times with the Standards and Requirements. Licensee shall place on, in or at the Licensed Space such signs as may be required by applicable federal, state, or local law with respect to the Equipment. Pursuant to Part 17 of the FCC's rules, Licensee is required to ensure that tower structures upon which its radio/television antennas are located satisfy certain lighting and painting specifications. Notwithstanding the foregoing, (a) If the Site includes a tower as indicated on Exhibit A attached hereto, Licensor shall be solely responsible for the maintenance of said tower and ensuring that it is operated in compliance with all lighting and painting rules and requirements of the FCC and any similar rules and requirements of the Federal Aviation Administration ("FAA"); (b) If there is a tower located on the Site that is owned or operated by a person or entity other than Licensor, then Licensee hereby agrees to look solely to the owner or operator of said tower for the maintenance of said tower and compliance with such lighting, painting and similar rules and requirements of the FCC and FAA; and (c) If the Equipment to be installed on or at the Site by Licensee pursuant to this License includes a tower, then Licensee shall be solely responsible for the maintenance of said tower and ensuring that it is operated in compliance with such lighting, painting and similar rules and requirements of the FCC and FAA.
- 10. <u>Alterations by Licensee</u>. Licensee may not make any improvements or alterations to the Site, tower, structure(s), or any portion of the Licensed Space or any changes, additions or alterations to the Equipment without in each instance the express prior written consent of Licensor, which consent may be granted or denied in Licensor's sole and absolute discretion; provided that Licensee need not obtain Licensor's consent to replace equipment with other equipment of the same make, model number, size, and specifications in the course of repairs. Any improvements or alterations to the Site, tower, structure(s), or Licensed Space that are approved by Licensor and thereafter made by Licensee shall become the property

of Licensor upon termination or expiration of this License. Any changes, alterations or additions to the Equipment that are approved by Licensor and thereafter made by Licensee (i) must conform with standards of good engineering practice and the provisions of Section 6 hereof and the Standards and Requirements, (ii) must be installed in accordance with plans and specifications first submitted to and approved in writing by Licensor, and (iii) must not increase the "wind loading" of the tower (if applicable). At Licensor's request, Licensee will provide at Licensee's sole cost and expense an independent professional analysis of "wind loading" and stress to determine any changes that equipment replacements or alterations would cause to the tower (if applicable). Any changes, alterations or additions to the Equipment that are approved by Licensor and thereafter made by Licensee in accordance with the terms of this License shall be deemed to be a part of the Equipment subject to the terms of this License.

- Licensee's Covenants. Licensee covenants that: (a) it will design and locate its 11. transmission equipment within and upon the Site and the Licensed Space, operate and maintain the Equipment and conduct its communications operations at all times in strict compliance with the terms of its FCC license, all laws, orders, ordinances, and regulations pertaining to the Licensed Space or Licensee's business, and all applicable rules, regulations or mandates of the FCC and the FAA; (b) the level of electromagnetic energy emitted from its transmission equipment located on, in or at the Site or the Licensed Space shall at no time exceed maximum permissible exposure limits established by law or regulation for a controlled environment; (c) it shall cause any and all Equipment at any time during the term hereof located on, in or at the Site or the Licensed Space to be installed, operated and maintained in compliance with all requirements, rules, regulations or mandates of the FCC and FAA, now or hereafter in effect, regarding site and antenna construction, lighting and painting, including but not limited to 47 C.F.R. §17.21-17.23 (1996), and such similar FAA requirements as set forth in FAA Advisory Circulars AC 70/7460-1H, "Obstruction Marking and Lighting," August 1, 1991 (amended July 15, 1990) and AC 150/5345-43D, "Specifications for Obstruction Lighting Equipment," July 15, 1988; (d) it will comply with all requirements, rules, regulations or mandates of the FCC and FAA, now or hereafter in effect, relating to the location, construction, operation and maintenance, painting, lighting, governmental notification and registration of radio frequency equipment, antennas, towers and other facilities owned or operated by Licensee on, in or at the Site or the Licensed Space (all such rules and requirements, rules, regulations or mandates now or hereafter in force and effect being collectively referred to herein as the "FCC/FAA Rules"); (e) it will perform and comply with all laws, orders, ordinances, and regulations and all FCC/FAA Rules regarding signage, shielding, security and safety, and (f) it will obtain and maintain all licenses, permits, authorizations and approvals prescribed by the FCC/FAA Rules, and indemnify and hold Licensor harmless from and against any and all direct costs, expenses, fees or liability of any kind arising from Licensee's failure to comply with the FCC/FAA Rules. In the event Licensee fails to correct any FCC/FAA Rules violation(s) within ten (10) business days after Licensee's receipt of Licensor's written notice thereof, Licensor may, but shall not be obligated, to cause such violation(s) to be cured to cause the Site and the Licensed Space (and all equipment and improvements located within, thereon or thereat) to comply with FCC/FAA Rules, and Licensee shall reimburse Licensor, within twenty (20) days after receipt of Licensor's demand and reasonable supporting documentation, for all reasonable fees and costs associated therewith, together with any and all fines or penalties imposed and paid or payable by Licensor, upon demand, and Licensee shall further pay Licensor an additional sum equal to ten percent (10%) of the actual reasonable cost of such work as an administration fee. Licensee shall, if requested, provide Licensor with copies of all licenses, permits, authorizations and approvals required in connection with Licensee's operations on, in or at the Licensed Space.
- Radio Frequency Emissions. Licensor agrees to provide to the Licensee, upon Licensee's written request, all relevant information which Licensor has in its possession regarding the equipment employed by collocated systems operating on, in or at the Site. Licensee will be allowed, from time to time and at Licensee's sole discretion, to take measurements in order to evaluate radio frequency fields on, in or at the Site. The results of any such study(s) performed by Licensee will be disclosed to Licensor upon

completion. If the results of such a study conclude that FCC approved radio frequency warning signs must be posted at certain points on, in or at the Site, Licensee shall post such warning signs at its sole cost and expense and Licensor agrees to cooperate with Licensee in coordinating the placement of said signs. If Licensor takes measurements on, in or at the Site in order to evaluate radio frequency fields, Licensor will disclose the results of said evaluation to Licensee. Licensee agrees that Licensee's Equipment and the electromagnetic energy emitted from the Equipment, will at all times comply with the terms of this License and with all applicable statutes, laws, ordinances, rules and judicial and administrative orders, whether now or hereafter existing, of all federal, state and local governmental authorities and that such Equipment shall comply with all obligations to which Licensee is bound in connection with such telecommunications equipment, including, without limitation, regulations of the FCC, the Environmental Protection Agency, and the Occupational Safety and Health Administration.

13. Utilities.

- (a) The license granted by this License shall include access to a source of electric, optical fiber and telephone facilities at locations to be mutually agreeable to Licensor and Licensee, and Licensor shall reasonably cooperate with Licensee's efforts to connect its Equipment to such facilities.
- (b) Except as provided in the "Monthly Licensee Fee" section of the Summary of Basic Antenna Site License Information, or unless otherwise provided in this License, Licensee shall pay all installation costs for electrical power feeds, phone lines, and other utilities to the Equipment, and Licensee shall pay for all Licensee's electrical power usage directly to the utility company.
- Insurance. Licensee shall carry and comply with and shall cause its contractors to carry and comply with the insurance provisions set forth in Exhibit E attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary set forth in this License, Licensor and Licensee on behalf of themselves and all others claiming under them, including any insurer, release each other, and their respective principals, employees, representatives and agents, waive all claims against each other, and their respective principals, employees, representatives and agents, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Licensed Space, the Site, or the property on which the Site is located and all facilities, improvements, equipment and other personal property of Licensor or Licensee) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to any such party's property and regardless of the negligence of any above named party. Each party will cause each insurance policy (or similar) required to be carried by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by such policy. If any party so requests, the other parties shall obtain from their insurers and deliver to the requesting party a written waiver of all rights of subrogation that it may have against the requesting party. Immediately following Licensee's receipt of notification of any cancellation or non-renewal of any required insurance policy described in this License, Licensee shall provide notification to Licensor of such cancellation or non-renewal if coverage is not replaced.
- partially destroyed or damage: Damage to Equipment: Service Interruption. If the Site is fully or partially destroyed or damaged such that either (i) Licensor is unable to utilize the Site or (ii) Licensee is unable to utilize the Licensed Space for its intended purpose, Licensor or Licensee, at its option, may elect to terminate this License effective as of the date (the "Destruction Termination Date") that is ten (10) days after such party sends written notice of such election to the other (the "Destruction Termination Notice"). In this event, Licensee shall owe the Monthly License Fee only up to the date on which Licensee was unable to conduct its normal operations solely due to the damage or destruction of the Site. Licensor, at its option, may elect to repair or rebuild the Site, in which case, this License shall remain in force. If

reconstruction or repair cannot reasonably be undertaken without dismantling Licensee's Equipment, then Licensor may remove all or any portion of Licensee's Equipment and interrupt Licensee's operations, thereafter replacing the removed Equipment as soon as reasonably possible. Licensee shall be entitled to a pro rata abatement of the Monthly License Fee for the time it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair, or, subject to the parties' mutual agreement, Licensee may install and operate temporary equipment from the Site during the period of such reconstruction or repair, in which case Licensee shall continue to pay the Monthly License Fee to Licensor. If Licensor is unable to fully restore the Licensed Space to full operational capacity within ninety (90) days after any casualty. Licensee may at its election within the subsequent ten (10) days and upon not less than three (3) days written notice to Licensor, elect to terminate this License without any penalty or further liability. Under no circumstances whatsoever shall Licensor be responsible for damage to or loss of the Equipment, or for financial loss due to business interruption, unless caused by Licensor's willful misconduct or negligence, Licensor shall incur no liability to Licensee for failure to furnish space and/or electrical power if prevented by war, fires, accidents, acts of God, or other causes beyond its reasonable control. During such period, Licensee shall be entitled only to a pro rata abatement of the Monthly License Fee for the time it is unable to conduct substantially normal operations as a result of such circumstances, except that Licensee shall not be entitled to any abatement for outages of less than twenty-four (24) hours consecutive duration.

16. Eminent Domain. If the Site or the Licensed Space is acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, then this License shall terminate as of the date of the acquisition. Licensor shall be entitled to the entire amount of any condemnation award, and Licensee shall be entitled to make claim for and retain a condemnation award solely based on and attributable to the expense and damage of removing/moving its Equipment.

17. Liability and Indemnification.

- (a) In connection with the use of the Licensed Space under this License, except for its own negligent acts or omissions, or willful misconduct, Licensor shall not be liable to Licensee or it contractors, subcontractors, agents, employees, or representatives for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, Licensor shall have no liability for any loss or damage due to personal injury, property damage, or imperfect or unsatisfactory communications experienced by the Licensee for any reason whatsoever except for its own negligent acts or omissions, or willful misconduct. If Licensor assigns this License to a third party, Licensor shall have no further obligation or liability to Licensee under this License after such assignment.
- (b) Subject to Section 14 hereof, Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property or loss of revenues to the extent due to or resulting from any breach of this License by Licensee, or any negligent act or omission, or willful misconduct of Licensee or its contractors, subcontractors, agents, employees, or representatives occurring in or around the Site and/or the Licensed Space. Subject to Section 14 hereof, Licensor shall indemnify, hold harmless, and defend Licensee from and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property due to or resulting from any breach of this License by Licensor, or any negligent act or omission, or willful misconduct, of Licensor or its contractors, subcontractors, agents, employees, or representatives occurring in or around the Site and/or the Licensed Space. This section shall not apply to any matters contained in Section 26, Environmental Warranties and Representations.

- (c) NOTWITHSTANDING THE <u>SECTION 17(b)</u> ABOVE OR ANY OTHER PROVISION OF THIS LICENSE TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR LIABLE FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF OBLIGATIONS HEREUNDER.
- Subletting: Assignment, etc. This License is personal to Licensee and except as otherwise expressly provided herein. Licensee shall not sublicense or permit the Licensed Space or any part thereof to be used by others without the express written approval of Licensor; and Licensee shall not assign or mortgage or encumber this License without the express written approval of Licensor. No assignment, sublicense or authorized use by others shall relieve Licensee of its obligations under this License. Licensor may assign, mortgage, or encumber its rights under this License at any time. Notwithstanding any provision of this License to the contrary, Licensee may assign this License without Licensor's consent to (a) an affiliate, parent or subsidiary of Licensee or to any entity controlled by, under common control, or controlling Licensee, (b) any corporation or other entity resulting from the merger or consolidation of Licensee, or (c) any corporation or other entity which acquires all or substantially all of the assets of Licensee; provided that in any such event (i) Licensee shall provide Licensor with written notice of any such assignment within fifteen (15) days after such assignment, (ii) the assignee shall assume the obligations of Licensee under this License, as applicable, which accrue after the date of such assignment, and (iii) pending receipt of written notice from Licensee of any assignment permitted by this Section 18. Licensor may continue to deal with Licensee as the Licensee under this License, and any notice or billing sent to Licensee by or on behalf of Licensor, and any agreement made between Licensor and Licensee, and any concession or waiver made by Licensee, shall be binding on the assignee.
- 19. Default by Licensee. If Licensee fails to pay any payment of the Monthly Licensee Fee or any other sum or payment due hereunder within ten (10) days after receiving written notice of such failure from Licensor, or fails to comply with any other term of this License and does not cure such other failure within thirty (30) days after Licensor provides Licensee with written notice thereof, or if such other default or failure cannot reasonably be cured within such 30 day period, and Licensee does not commence curing the same within such 30 day period or does not complete the cure as soon as reasonably possible after the expiration of such 30 day period, then in any such event, Licensor shall have the option to (a) terminate this License, in which event Licensee shall promptly surrender possession of the Licensed Space, and Licensee shall be liable for all amounts past due under this License, plus the amount by which the Monthly License Fee and other benefits that Licensor would have received under this License for the remainder of the current term thereof exceeds the fair market rental value of the Licensed Space for such remaining term, discounted at the rate of one percent (1%) in excess of the discount rate at the time of the award for the Federal Reserve Bank where the Site is located; (b) apply any or all of any deposit or prepaid Monthly License Fee to cure the default, in which event Licensee shall repay such amount to Licensor within thirty (30) days after notice from Licensor; (c) if the default is a monetary default, require that Licensee pay the subsequent Monthly License Fee annually, in advance; and/or (d) pursue any other remedy available to Licensor under this License or otherwise provided by law or equity. Licensee shall be liable for all expenses, including reasonable attorneys' fees and costs, incurred by Licensor in connection with any action to enforce the terms of this License, or in connection with any action for the recovery of the Licensed Space itself. Any repossession by Licensor of the Licensed Space shall not affect the obligations of Licensee for the unexpired term of the License, unless Licensor terminates this License.
- 20. <u>Default by Licensor</u>. upon the occurrence of any default by Licensor under this License, Licensee shall not exercise any remedy available to Licensee until it gives Licensor and any mortgagee of Licensor (provided that Licensor has given Licensee the notice address of any such mortgagee) notice of

the default and a reasonable time (which shall not be less than thirty (30) days and shall not exceed ninety (90) days, unless the nature of such cure is such that it reasonably requires more than ninety (90) days and Licensor commences the cure within thirty (30) days after receiving notice thereof and thereafter continuously and diligently pursues the cure to completion) to cure such default.

- Removal of Licensee's Equipment. Upon expiration or termination of this License, Licensee shall remove all property from the Licensed Space which was placed there by Licensee and shall restore the Licensed Space to its original condition, ordinary wear and tear and damage by casualty excepted. After termination of this License, provided Licensee is not in default under this License, Licensee shall have until the thirtieth day after the earlier of (a) the expiration or termination of the term (including any holdover term) of this License or (b) the delivery of written notice terminating any holdover term pursuant to Section 22 hereof, to remove at Licensee's sole cost and expense all property from the Licensed Space which was placed there by Licensee. So long as Licensee's property remains on, in or at the Site, Licensee shall pay Licensor the monthly hold-over license fee as provided in Section 22 below. After such thirty (30) day period, Licensor shall have the right (but not the obligation) to disconnect and remove the Equipment and any other equipment or property of Licensee from the Licensed Space and the Site, and in such event Licensee shall pay Licensor upon demand 125% of the reasonable and actual disconnection, removal and storage expenses incurred by or on behalf of Licensor. If such Equipment or other equipment or property is not reclaimed by Licensee within forty-five (45) days after removal by Licensor, Licensor may sell the Equipment and such other equipment or property and deduct therefrom any amounts due Licensor under this License or otherwise, returning the remainder to Licensee.
- 22. Hold Over. If in the event of the expiration or earlier termination of the term of this License, the Equipment or any other equipment or property of Licensee remains on, in or at the Licensed Space or otherwise on, in or at the Site (even if it has been disconnected), then the term of this License during such hold over shall be a month-to-month term. Licensor and Licensee shall each have the right during such month-to-month term to terminate this License without cause upon thirty (30) days' written notice to the other party. This provision does not constitute a waiver of Licensor's right of re-entry or any other right hereunder or otherwise available at law or in equity for Licensee's hold over. During any such hold over term, Licensee shall pay to Licensor a monthly hold-over license fee equal to one hundred twenty-five percent (125%) of the Monthly License Fee payable for the last full calendar month prior to the expiration or earlier termination of the term of this License, prorated from the effective date of expiration or termination to the date the Equipment and any such other equipment and property is removed from the Licensed Space and the Site.
- 23. <u>Subordination</u>. This License is and shall be subject and subordinate to all mortgages or other security interests that may now or hereafter affect the Licensed Space and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided, however, that so long as Licensee is not in default under this License, Licensee's quiet enjoyment thereunder shall not be disturbed by any purchaser of the Licensed Space at foreclosure). This subordination shall be self-operative and no further instrument of subordination shall be required from Licensee. However, upon written request from Licensor, Licensee shall execute a certificate confirming such subordination. Licensee may, at Licensee's expense, and with no obligation on the part of Licensor, but with Licensor's reasonable cooperation, obtain for the benefit of Licensee a non-disturbance agreement from any present and/or subsequent mortgagee or holder of a deed of trust encumbering the Licensed Space, stating that Licensee's right to quiet possession of the Licensed Space during the term of the License not be disturbed so long as Licensee has not defaulted under this License.
- 24. <u>Liens.</u> Licensee shall not suffer or permit any liens to stand against the Licensed Space, the Site, the property of which the Site is a part or any part of the Licensed Space, the Site or such property by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to

have been done for, or supplied to, Licensee or anyone through or under Licensee ("Mechanics' Liens"). If any Mechanics' Lien shall at any time be filed against the Licensed Space, the Site or the property of which the Site is a part, Licensee shall cause it to be discharged or bonded of record within thirty (30) days after the date Licensee receives notice from any party that the lien has been filed, by either payment, deposit, or bond. If Licensee fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond. All amounts incurred by Licensor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Licensee to Licensor.

25. Estoppel Certificates. At any time, but not with less than thirty (30) days prior written notice, Licensor or Licensee, as applicable, shall execute, acknowledge, and deliver to the other party (Licensee or Licensor, as applicable) a statement in writing certifying that this License is unmodified and in full force and effect (or, if there have been any modifications, that the License is in full force and effect as modified and stating the modifications), the dates to which the Monthly License Fee and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

26. Environmental Warranties and Representations.

- Licensee represents, warrants, and covenants to Licensor that neither Licensee nor any (a) employee, agent, representative, contractor or invitee of Licensee shall at any time during the term of this License use, generate, store, treat, or dispose of any hazardous substance, material, chemical, or waste on, in or at the Licensed Space, the Site or the property of which the Site is a part in violation of any applicable "Environmental Regulations" (as such term is defined below). Notwithstanding the foregoing, Licensor and Licensee agree that Licensee may use, generate, store, treat, or dispose of any hazardous substance, material, chemical, or waste on, in or at the Licensed Space in minor quantities similar to those quantities usually used on similar premises by others operating communications equipment similar to the Equipment and which are used, generated, stored, treated and disposed of in accordance with all Environmental Regulations, Licensee and Licensor also agree that Licensee's use of the Licensed Space will not involve the subsurface, unless the Licensed Space is of a type where the placement of a foundation is required for Licensee's Equipment and/or facilities. Licensor represents and warrants that to the best of Licensor's knowledge without independent investigation (a) neither Licensor, nor any present or previous tenant of the Licensed Space, nor any other third party, has released, used, generated, manufactured, stored or disposed of, on, or under the Licensed Space any hazardous substance, material, chemical or waste in violation of applicable Environmental Regulations; (b) neither Licensor, nor any present or previous tenant of the Licensed Space, nor any other third party, has transported to or from the Licensed Space any flammable explosives, "hazardous waste", or any other "hazardous substance", as those terms are defined in applicable Environmental Regulations, in violation of applicable Environmental Regulations; (c) there have been no orders, notices of violation, complaints or other similar communications of alleged or potential violations or failures to comply with applicable Environmental Regulations issued by a governmental agency regarding any acts or omissions upon or affecting the Licensed Space before the date of this License; and (d) except as disclosed by Licensor to Licensee and acknowledged by Licensee, Licensor is not aware of the presence on the Licensed Space of any asbestos, polychlorinated biphenyls (PCBs), or other known hazardous substances, material, chemicals or waste (as those terms are defined under applicable Environmental Regulations), or wells or underground storage tanks in violation of applicable Environmental Regulations.
- (b) Licensee shall indemnify, hold harmless and defend Licensor from and against any and all liability, loss, damage or expense (including reasonable attorneys' fees, court costs and cleanup costs, if any) incurred by Licensor in connection with any claim, demand or suit for damages, injunction or other

relief to the extent caused by, arising out of or resulting from (A) any breach of Licensee's representations, covenants and warranties contained in this Section 26, (B) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, on, in or at the Licensed Space, the Site or the property of which the Site is a part, caused by the acts or omissions of Licensee, or its employees, agents, representatives, contractors or invitees, or (C) Licensee's failure to provide all information, make all submissions and take all actions required by Environmental Regulations of the Licensee. Licensor shall indemnify, hold harmless and defend Licensee from and against any and all liability, loss, damage or expense (including reasonable attorney's fees, court costs and cleanup costs, if any) incurred by Licensee in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Licensor's representations and warranties contained in this Section 26. (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, on, in or at the Licensed Space, which occurred before the Commencement Date of this License, or during the term of this License, caused by the acts or omissions of Licensor, or its employees, agents, representatives, contractors or invitees, or (iii) Licensor's failure to provide all information, make all submissions and take all actions required by Environmental Regulations.

For the purposes of this section, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off site hazardous substances or materials, as same may be amended form time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seg.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (iv) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seg.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seg.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seg.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. § 4321-4347). The terms of this Section 26 shall survive the expiration or sooner termination of this License.

27. <u>Early Termination Rights</u>.

(a) This License may be terminated by Licensee prior to the Commencement Date by written notice to Licensor without further liability (except those duties, obligations and liabilities that survive the termination or expiration of this License) if: (i) Licensee is unable to obtain any license, permit, or other governmental approval necessary for the installation and/or operation of the Equipment on, in or at the Licensed Space, or if through no act or omission of Licensee any such license, permit, or other governmental approval is cancelled or otherwise withdrawn or terminated prior to the Commencement Date; or (ii) in the opinion of Licensee, a title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the Licensed Space; provided that Licensee in any such event delivers written notice of termination to Licensor no later than ten (10) days prior to the Commencement Date.

- (b) This License may be terminated by Licensee during the term of this License upon thirty (30) days prior written notice to Licensor, without further liability (except those duties, obligations and liabilities that survive the termination or expiration of this License), if through no act or omission of Licensee (i) any license, permit, or other governmental approval necessary for the installation and/or operation of the Equipment on, in or at the Licensed Space is cancelled or otherwise withdrawn or terminated; or (ii) Licensee is unable to occupy and utilize the Licensed Space due to an action of the FCC, including without limitation, a takeback of channels or change in frequencies.
- (c) This License may be terminated by Licensee during the term of this License upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to twelve (12) months of the Monthly License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this License by Licensee under any termination provision or right contained in any other section of this License.
- (d) Licensor may terminate this License at any time during the term of this License upon at least twelve (12) months' prior written notice to Licensee, without further liability (except those duties, obligations and liabilities that survive the termination or expiration of this License), (i) if all or substantially all of Licensor's or its affiliates' businesses or other activities and operations at the Site are closed or discontinued, (ii) upon the sale, transfer, conveyance, or lease of all operations of the Site by Licensor to a third party, or (iii) upon the sale, transfer, conveyance, or lease of all or any portion of the Site by Licensor to a third party.
- 28. <u>Title and Ouiet Enjoyment</u>. Licensor warrants that it has full right, power and authority to execute this License. Except as otherwise provided herein, Licensor warrants that Licensee shall have quiet enjoyment of the Licensed Space during the term of this License or any renewal or extension thereof. Licensor warrants that Licensor either owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license or other contractual right, to occupy the property and the Site on which the Licensed Space is located, and has rights of access thereto. Licensee has the right to obtain a title report at Licensee's expense from a title insurance company of its choice to confirm the interest of Licensor in the Licensed Space. The Licensee shall not do, attempt, permit or suffer anything to be done on, in or at the Licensed Space which could be construed to be a violation of the provisions of any underlying agreement executed by and between Licensor as tenant and another person or entity as landlord (the "Agreement"), provided Licensee shall have received a copy of such Agreement and the terms of such Agreement do not materially affect Licensee's rights hereunder.
- 29. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the addresses shown in the Summary or to such other address as any party may have furnished to the other in writing. Any such notice may be hand delivered or sent by reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mails addressed as required above.
- 30. <u>Waiver</u>. Failure or delay on the part of Licenser or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
- 31. Prior Negotiations, Amendment and Benefits. This License, including the exhibits, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants, or understandings other than expressly set forth herein or therein. This License supersedes all prior agreements and understandings between the parties with respect to its subject matter including, in particular, the prior Site Lease Agreement between Licensor's predecessors-in-interest and Licensee's predecessors-in-interest

dated February 6, 1997, as amended by that Lease Amendment dated June 16, 2003. No modification of this License shall be effective unless contained in a writing signed, by the authorized representative of each party.

32. <u>Severability</u>. If any provision of this License shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein; provided however, that if the invalid, illegal or unenforceable provision renders the License impossible or the original purpose, intent or consideration of the License materially impaired, the License shall be deemed to be terminated.

33. Miscellaneous.

- (a) The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other parties hereto.
- (b) Should Licensor permit a continuing default by Licensee under this License, the obligations of Licensee shall continue, and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Licensor or obligations of Licensee hereunder.
- (c) In addition to the other remedies in this License, and anything contained herein to the contrary notwithstanding, Licensor and Licensee shall be entitled to specific performance or injunctive relief of any violation or attempted or threatened violation of this License by Licensee or Licensor, as applicable, without the necessity to post a bond.
- (d) This License may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.
- (e) Licensor and Licensee agree that neither this License nor a copy hereof shall be recorded, but within a reasonable period of time following the written request of either party hereto, the parties may record a memorandum of this License in the land records of the county in which the Site is located, which memorandum shall be in a form reasonably acceptable to Licensor (the "Memorandum of License"). Licensee shall bear and pay all county and municipal documentary stamps, conveyance, recording or transfer fees or taxes and similar taxes, fees and impositions that are required to be paid in connection with the recording of the Memorandum of License. In the event the Memorandum of License is recorded, then within thirty (30) days following the expiration or earlier termination of this License, Licensee shall at its sole cost and expenses prepare in recordable form and record in the land records of the county in which the Site is located, a notice of expiration or termination of this License and the Memorandum of License in form reasonably satisfactory to Licensor. Licensee's obligations under this paragraph shall survive the expiration or earlier termination of this License.
- (f) Unless specified in this License, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this License has been duly executed and delivered by Licensor and Licensee as of the date first above written.

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EXHIBIT A

to

ANTENNA SITE LICENSE AGREEMENT

Description of Site

INSTRUCTIONS:

- A. If the Site is a building without a tower thereon, check box 1 only and complete the information requested for box 1.
- B. If the Site is a building with a tower thereon, check boxes 1 and 2 and complete the information requested for boxes 1 and 2.
- C. If the Site is land with a tower thereon, check boxes 2 and 3 and complete the information requested for boxes 2 and 3.
- D. If the Site is land only with no building or tower thereon, check boxes 3 only and complete the information requested for box 3.

The Site is comprised of the following marked items:

| X | 1. | Building Name: Address: City, State, Zip: | Medical Center of Aurora 1501 Potomac St. Aurora, Co. 80017 |
|---|----|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| | 2. | Tower No. Address: City, State, Zip: | |
| | | Latitude: Longitude: | |
| | 3. | | ed at the following address and described by the attached to this Exhibit A or shown on the drawing |
| | | Address: City, State, Zip: | |

If the Site includes land, then attach here either a metes and bounds description of the land or a drawing showing the location of the land

[TO BE INSERTED FROM TITLE REPORT-WHEN RECEIVED]

[MUST INSERT PRIOR TO EXECUTION]

The land referred to in this report is described as follows:

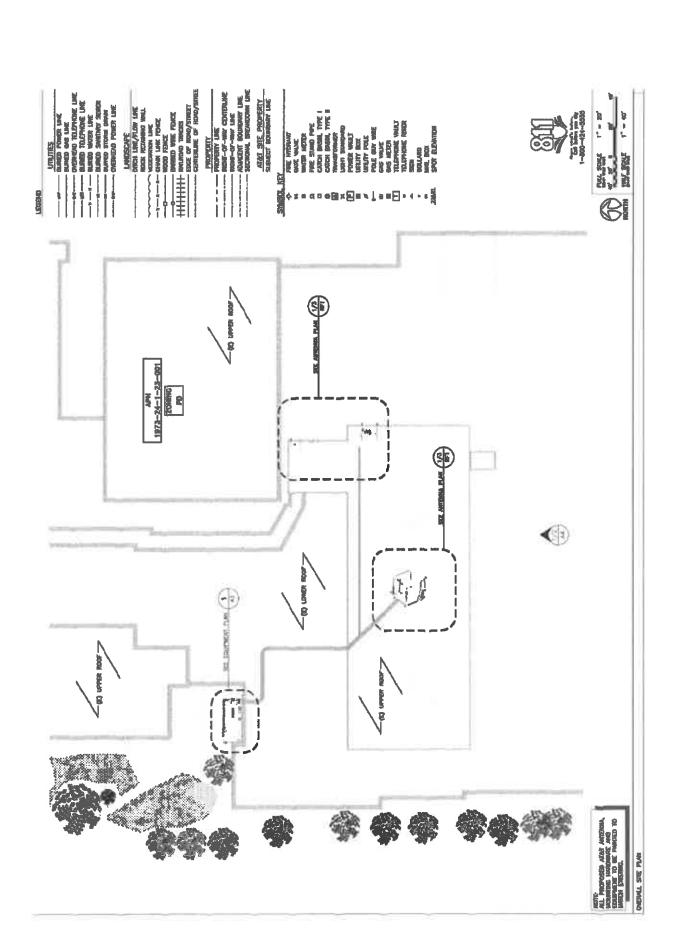
EXHIBIT B

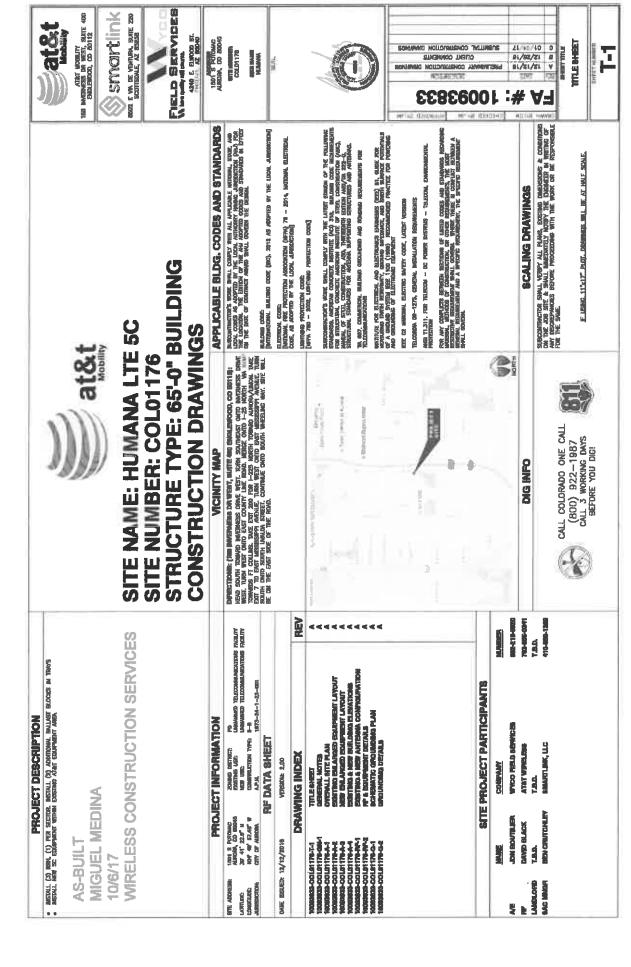
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ANTENNA SITE LICENSE AGREEMENT

Description of Licensed Space

[MUST INSERT PRIOR TO EXECUTION]





GENERAL NOTES:

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- 13. ALL STRUCTURAL STEEL BOOK SHALL BE DONE & ACCORDANCE WITH ASK IPPERFECTIONS.
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ELECTRICAL INSTALLATION NOTES:

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- ALL CHICKES SHALL BE SENEMED AND MARKEN MARKE CERTER SENAMENT AS DECISED BY THE NEE AND TELEMENT.

ELECTRICAL INSTALLATION NOTES CONT.:

- 4. CHEES SPALL NOT BE ROVIED THIRDOOK LADDEN-STYLE CARLE TIRM RAMES.
- JANS, AND TH CONDUCTOR AND CHRIS SHALL BE LABELED WITH BIRCH, THEE GASTRICK, THE WITH TOXICON METHOD SHALL CONTROL WITH MET & CHRIS, AND MATCH DATH ELD OF EAST POYEN, CHOLONG, COLON-COED NEULATION OR ELECTION HOSTICAL, OR RELACT THE DESITEMENT DESTREATED REQUIREMENTS.
- POTRIE PARE CONTINUES ÉL JONG SYLL CLARIED WIN OLGH-CARGO DAGALITAN DE DECENSAL VIETE EN L'ARBEIT ME CALLA PAR BENNEMEN EST OLGH CORES SALL CHATAN WIN YE WE BE & GRA AND WINSI ESSEND MEDILLEN ME REVENEMEN EST OLGH CORES SALL CHATAN WIN YE WE BE & GRA AND WINSI ESSEND MEDILLEN ME
- AL ELETHOLI COMPONENS SHALL BE CLORAL LABOLER WITH DECRMED LAMACOD PLASTED LABOS, AL EXIMPENT SHALL BE LABOLER, WHIN THER VOLVE, ROTHE, THIS CONTROLATION, WITH CHARLET, WHINT, AND BROWLET CHARLET, WHINE, AND BROWLET CHARLET BE BLUMBERS (BE, FLANDLADA AND CHARLET DS).
 - PANEROVENS (D. MARENS) AND RITHING CHOUNT BISANCES (CHOUNT D. SAMBER) SAML BE CLEARY LABELD WITH BICKNESS LAWCOD PLASTS. LAREIS.
- ALL TE WAYS WEST PENATED SYAL BE CUT FLISH WITH APPROVED CUTTAC TOOL TO RELICKE SYARP COSES. LIE LOST PROFILES TE WAYTH.
- POREC, CONTROL, AND EXCEPTION WINDS IN TRUBING OF CONDUCT DAILL BE MADE CONDUCTOR. (12 AND DECEMBED, AND Y, COL INCOCKOUNT THAN OF THEM-2, CLASS INSTRUMEND COPPER CALE MATED FOR RIV NO "T (NET AND DRY) DEPORTABLE LISTED OF LABOLID FOR THE LOCATION AND INACTIVE SERTIAL INSTRUMENTS. ₫
- 11. SLPPLENDIAL EXUPMENT RICKIND WIRNE LONGO SHALL BE SMALE CANDICTOR (6 AND OR LONGO), 600 v. Cili. LIESSEAM THAN LOT THAN LOT THAN LO THAN LOT SHALL ON SECULOR STANDED CAPPER CALLE. RAND PER DO TO "GUT AND RATO" OF PER SHALL S
 - 12. SUPPLEMENTAL EXEMPLEM PROVIDE WASHE LOCATED CHITCOMY, OR RELIEV CRINE, SHALL BE STATE CONDUCTOR 2 AME BOLD TRADE COPPER CHIEF, UNESS OFFER SPORTER.
- 13. POTENT WINDER, NOT NY TAMBLE OF CONDUN, SHALL BE WALTH-CONDUCTOR, THYE TRE CHALE (12, MICH OF LANDON), 600 Y, CAL WINDSCHAFT THAN OR THEN-2, CLASS IS STANDINGS CHAPTER, CHALE INTERNITION, WITH CHARLE LISTED ON LARGES FOR THE LUSTRIAN USES), LANDON CHARGES SPÉRIFED.
- 14, AL POIRS AND GOLDMAN COMMENTAN SMALL DE CORM-CRUZ CONFIGENCIA WINZ LIES AND LEGS THAN TYPE (STOP F ANALES). (IN EXIMAL, LUCK THAN TYPE (STOP F ANALES).
- į 19. NOCENTY AND CHIEF THAY SHALL BE LISTED OR LABELED FOR ELECTRON. MEE IN ACCOMMENSE WELL, ANSWERE, AND HES.
- IL HE BICERY OR CYRE THY BUT LATEN THE EXETTED REVALATION WHER POSSIBLE
- (7, 2155) MICHALLE TIEMNE (2165) OR NICH MICHALLE CONDUTT (12, RIND PIC SCHOOLE, 40, OR MICHAEL PER SCHOOLE OF THE LOCKING SCHOOL TO PHYMICLE DAWNER) SHILL HE LUSIN POR EXPOSED MICHAEL RESPONDED.
- 18. ELECTRICAL METALLE TURNIS (EM.), ELECTRICAL MOMERICALLE TURNO (EM.), OR ROLD MEN COMOUNT (RICID PICE, SCHEDULE 40) SHALL HE URED FOR EXMEDIAED MEDICINE LECKNONIS.
- 18. ONLYWOOD STREE INTERNEDINTS LEGALIC CONDUIT (IAC) SHILL BE USED FOR CURBON LOCATIONS HADNE CROCK.
- 20. RED NOMETALIE CONDUIT (E. REID PPC EXHERICE 40 OR REID PPC SCHEDLE RO) SHALL RE-LUES LUESRICHOUS BEST BLIESS, A NASIG OF CONDICIONAL LIGHT WORKLE TREFFE, OR ENUISED REDIVENCED CONDUITE R. MARSH OF REMY VEHILLE TREFFE.
- 21. LIGUO-TRAT FLORIC MEÑULO, CONDUT (UGAR-TIRE FLET) SAMA. DE USED MIDOCRIS Olymodis, Wede Vernydni occurs or Floricuty es Nédeca.

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- 22. CONDUIT AND TAKING PITHES SAME, IS THEREOED OR COMPRESSION—THE AND APPROVED FOR THE LUCKEON LISED, SERSIONER FITHINGS ARE NOT ACCEPTABLE.
- 23. CHRETS, BOTES, AND WESTERS SWUL BE LISTED OR LABOLD FOR BESTROYL USE IN ACCIDIANCE USE WAS AND VEST. 24. CHANCES, BORES, AND WINEHAYS TO JATCH THE COSTINE DISPULATION THERE PURSUEL.
 - 25. WIERWYS SHUL DE EDWY-CANETT (SAN') AND ARCLOSE A HABBED CONER, DESINEED TO SIMAL DOMININOS, SHALL DE PANDUM TYPE E (DIE EQUAL), AND ROTED MEMORY, (DR RESTREY) OLIMOISES.
- 25. EXPANDENT CARREST, TEMPRAL BOXCE, LINGTON BOXCE, AND PLL, MINOS SAML) BE CALABRAGED OR BOXAN TO THE MANL NEET OF EXCESS UI, SO, AND BASED MEM T (OF BETTER) MONOTORS.

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- NOONE, OR VENIER LESTANZE, SHIRDY, AND DENCE GONES, SHALL RE CANAMEZES, SPORY—CONTRO, HERT OR EXCESS UL. 514A MID HERA CS. 1; AND HATEN WERK 1 (DR RETIES). SETED (MP OR BETTER) GLYBOOKS. Z), MERL SWILL

ELECTRICAL INSTALLATION NOTES CONT.:

- L HOMEDALLS RESEPROLE, SHITSH, AND DOINTE BONES SHALL MEET OR ECCESS HOME TO SE, AND NOTD HOM 1 (ON RETIRE) MODURE, OR NEXURER PROTESTED (MF OR RETIRE) CATOLOGYS. 11
- THE SLIBECKHOLDER SHILL INDIRY AND DESTREAM MEDSESSARY AUTHOROGISM FROM THE COUNTRICIN BETWEE DUMBERSHOW WORK ON THE AC FOWER DESTRUMING THESE
- THE STRICKHINGTOR EARLI PROVINCE INDOORBERT THOUSE ON THE MEDIALESS.
 CAN ESS MIN DESTRUCTION FARES BY ACCORDING WITH THE APPLICABLE COORDINGS TO SMIRANCE TO SPECIALISM ARRIVEST LIFE, AND PROPERTY.

GROUNDING NOTES

- THE SUBCONTRACTOR SHALL RENEW AND INSTECT THE DISTING FACILITY AND LIKENINGS PRINCIPLING STATISTION STATISTICS IN CONTRACTOR STATISTION STATISTICS IN CONTRACTOR STATISTICS IN CONTRIBUTION STATISTICS
- ALL GROUND ELECTRONIC SYSTEMS (MAXLUNG) TELECOMMANICATION, MADIO, INTERNACE PROTECTION, AND ACT POWER (SETS) SAMLI BE BONKED TOSETHER, AT ON BELOW 000MS, BY THIS OR MORE COPPER BUNDING CONTINUES IN ACCOUNTMENT WITH THE NEC. ы
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- METAL BACKNAY SHALL NOT BE USED AS THE NED REQUIRED EQUIPACION CARLOL COMPLEX, STRYANDO CAPPET AND CABLUFFACE WITH CARESH REGALACIAN, SCED, DA ACCIOCANAS, WITH THE NED, SHALL BE TURNORED AND BESTALLED WITH THE POWER CHICALES TO BIS EQUIPABLIE.
- EACH BIS CABNET FRAME SWAL RE DREETLY CONNECTED TO THE AWAY WINES, A AMD STRAMED COPPER OR LANGER FOR MOTORN STRAMED COPPER OR EUTSCORE REAL MOTOR BIS; 2 AND STRAMED COPPER FOR EUTSCORE BIS. erj
 - DOTHERMO WELDS SHALL BE USED FOR ALL BELLOW CROSE. œÎ
- APPROVED ANTIONDAIN CONTINCS (IE., CONDUCTIVE GEL OR PASTE)

 WE USED ON ALL COMPRESSION AND SOUTED GROUND CONNECTIONS. p.
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 - ALIANDA EXIDITOR OR COPPER CLAD STEEL CONDUCTOR SAND, INT IN: USED FOR GROUNDING CONNECTIONS. oi
- IO, MENCELARROUS ELECTRICAL AND MINN-ELECTRICAL METAL RICKES, FRANCE AND STRPERITY SHALL BE BONDED TO THE MOUND THAN IN ACCORDANCE WITH THE MELE.
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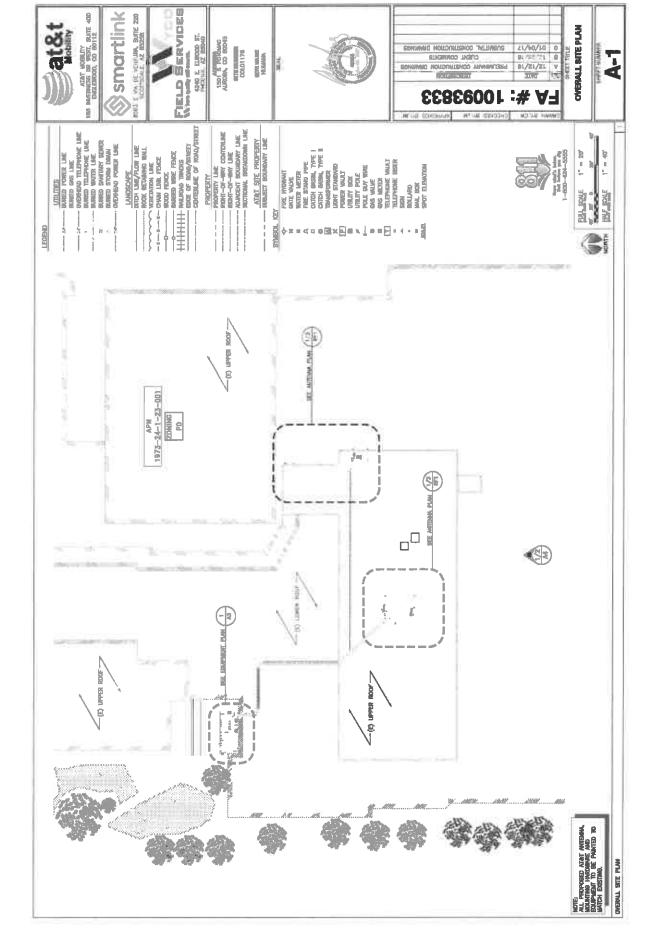


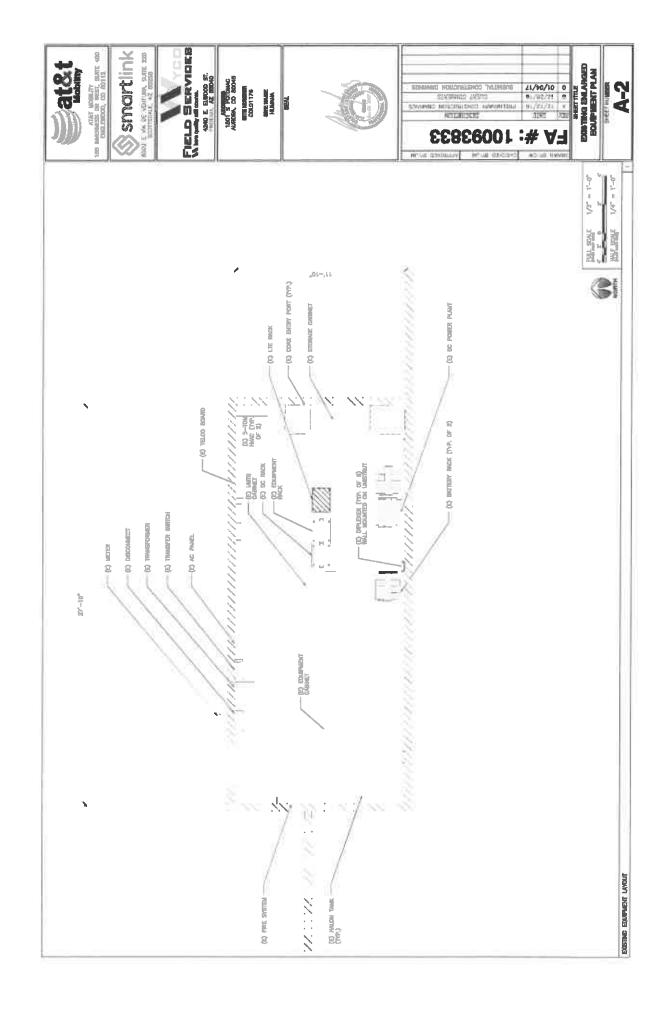
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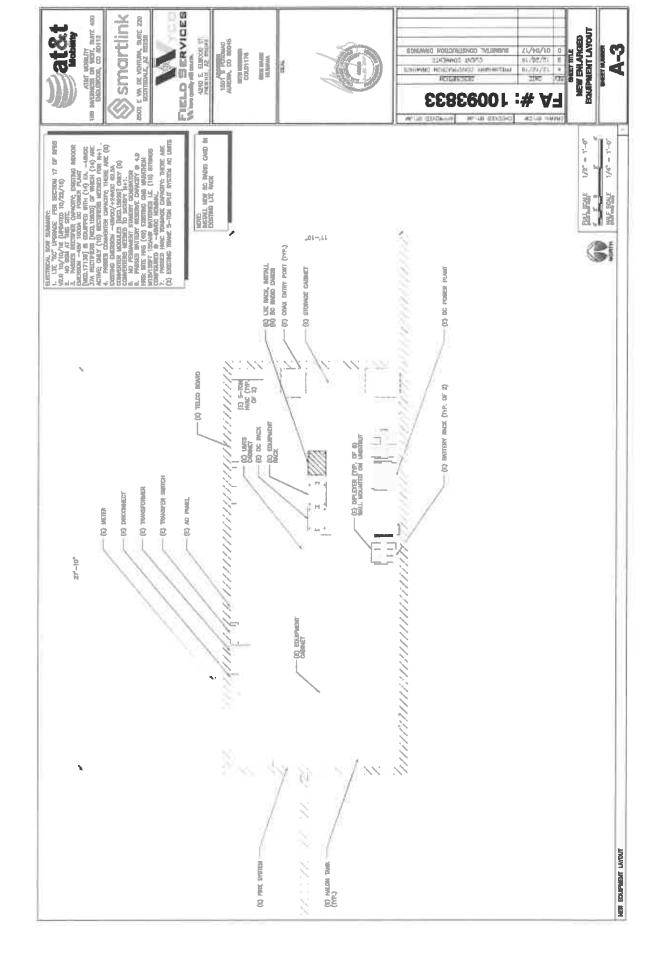
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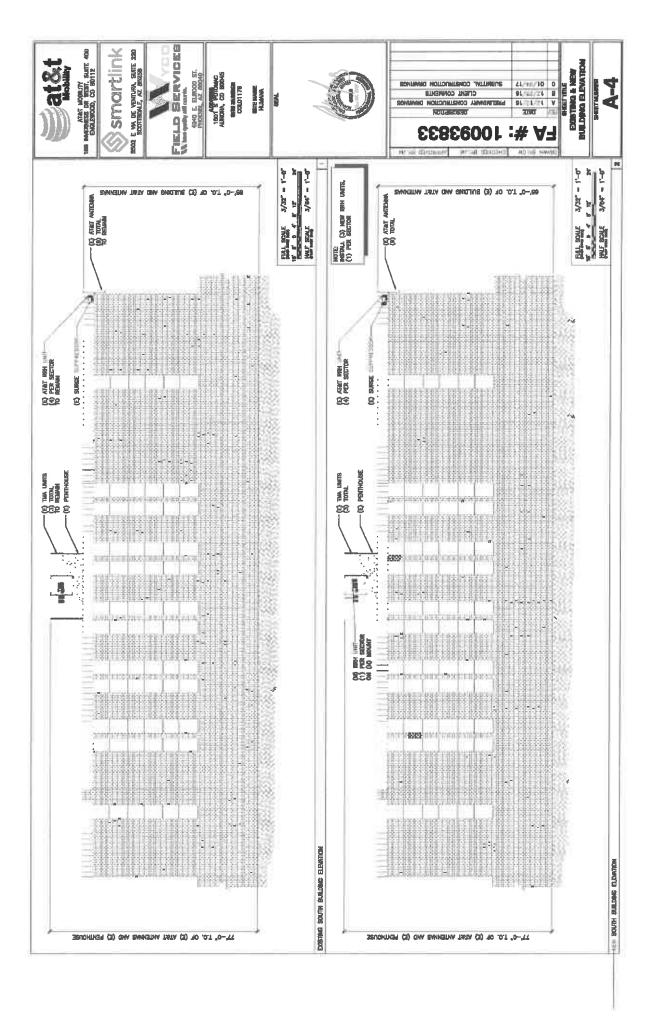
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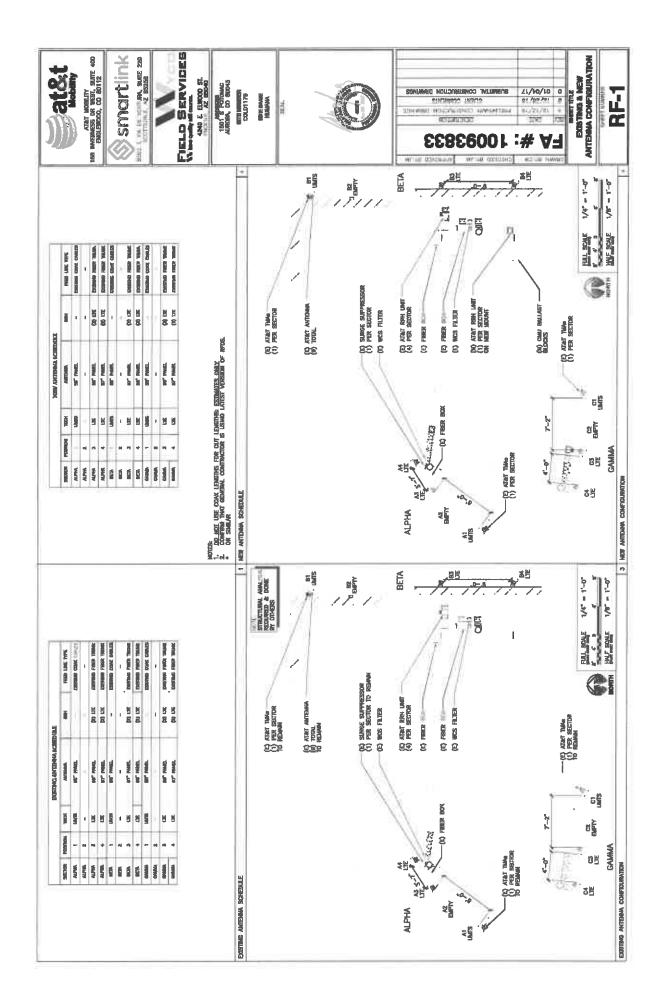
GENERAL NOTES

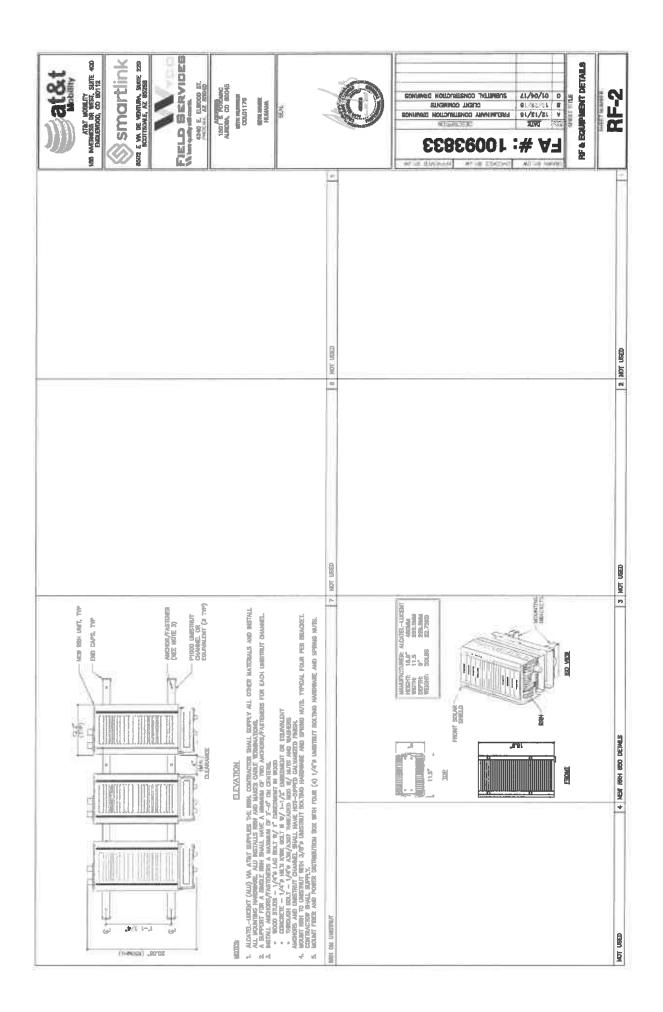


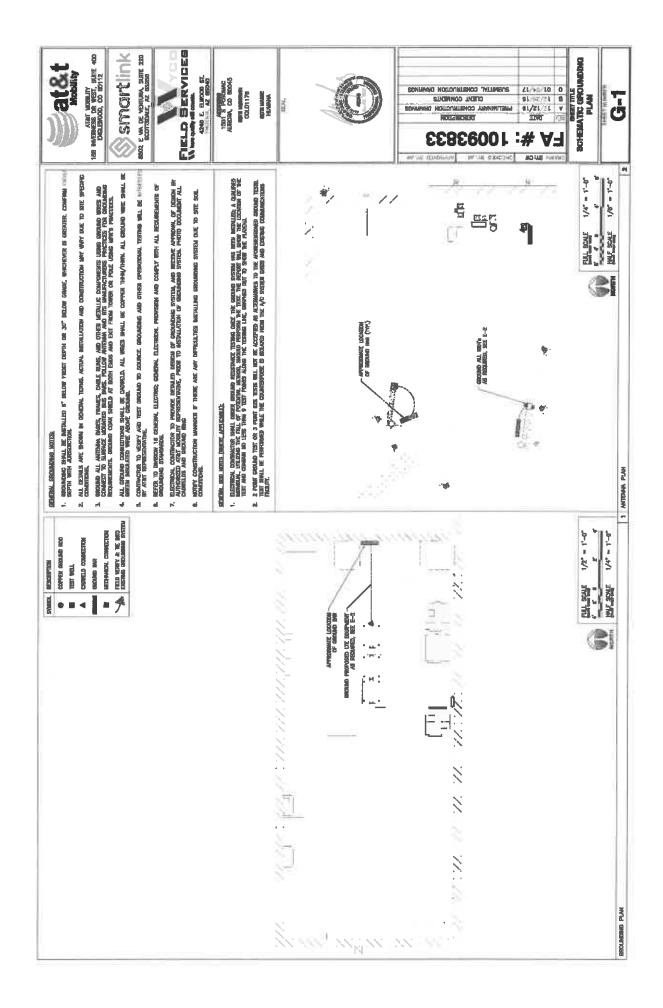












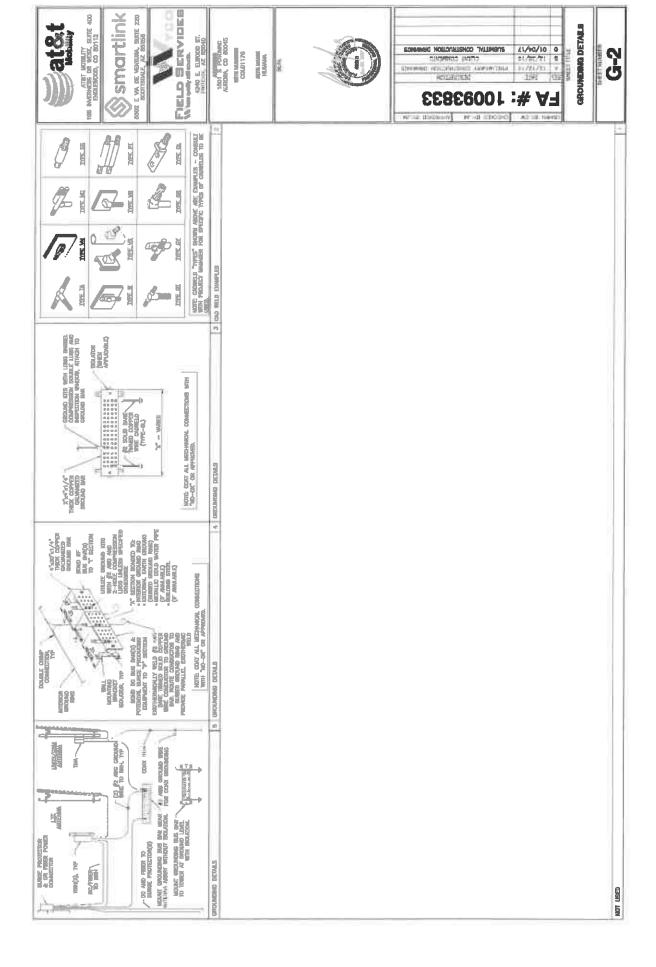


EXHIBIT C

to

ANTENNA SITE LICENSE AGREEMENT Description of the Equipment

ANTENNA SITE APPLICATION / REQUEST FOR OCCUPANCY

| Gary Alchin, PMP | | |
|-------------------------------------------------------|------------------------------------|-----------|
| Gaty Alonin, 1111 | | |
| Project Manager-Real Estate & | | |
| Construction | 5 | |
| AT&T Mobility, Rocky Mtn Region | Phone: | Phone: |
| 111001 11100111111111111111111111111111 | Email: | Email: |
| Phone: 720.480.2506 (Mobile) Email: ga916v@att.com | | |
| ICENSEE: | | |
| Name: New Cingular Wireless PCS, I | I C a Delaware limited liability | company |
| lattic. New Citiguian wheless I Co. I | C. a Delaware innited habiney | Company |
| treet Address: 575 Morosgo Drive N | <u>18</u> | |
| City/State/Zip: Atlanta, GA 30324 | | |
| elephone #: | | |
| ologitalic # | | |
| AX #: | | |
| Point of Contact: Gary Alchin, PMP | | |
| hone # (if different from above): 720 | .480.2506 | |
| Who will sign the License? Name: | | Title: |
| ntity Type: (Partnership, Corporation, | etc.): a Delaware limited liabilit | y company |
| | | |
| ITE INFO: | | |
| | HUMANA | |
| antenna Site Requested: COL01176 - | | |
| antenna Site Requested: COL01176 - | HUMANA | |
| Antenna Site Requested: COL01176 - | | |
| Antenna Site Requested: COL01176 - | 15 | |

Expiration Date: see "FCC License" section above
What will you be using this site for? (i.e. Paging, Cellular, TV, etc.): Cellular____

ANTENNA SITE APPLICATION / REQUEST FOR OCCUPANCY

| ANTENNA INFORMATION Licensee owned antenna(s) OR Mult | tiplexer port of Licensor's antenna | |
|---------------------------------------------------------------------------|--------------------------------------------------------|---------------------|
| ☐ TO BE MOUNTED | 6 | |
| Ant # 1: Transmit: 869-880 / 890-891.5 / 1935-1950 | / 1975-1980 | |
| Receive: 824-835 / 845-846.5 / 1855-1870 / | / 1895-1900 | MHz Yes |
| Mounting Height: 75' / 63' / 75' | Tower leg: N/A | Weight: 27lbs. |
| Antenna Mfg/Model: Powerwave 7750 | Length: 55" | |
| Antenna Mount: Pipe | | Weight: |
| Feedline Mfg/Type: Commscope Coax | Diameter: 7/8" | |
| ☐ TO BE MOUNTED #CURRENTLYMOUNTED: | | |
| Total # of Antennas: 3 | | |
| Ant # 2: Transmit: 734-746 / 716-722 / 788-798 / 213 | 30-2145 (MHz) | |
| Receive: 704-716 / 758-768 / 1730-1745 (M | /IHz) | |
| Mounting Height: 73' / 61' / 73' | Tower leg: N/A | Weight: 66.14lbs |
| Antenna Mfg/Model: Commscope SBNHH-1D65C_ | Length: 96.7" | |
| Antenna Mount: Pipe | | Weight: |
| Feedline Mfg/Type: N/A | Diameter: | |
| ☐ TO BE MOUNTED #CURRENTLYMOUNTED: | | |
| Total # of Antennas: 3 | | |
| Ant # 2: Transmit: 869-880 / 890-891.5 / 1935-1950 | / 1975-1980 / 2345-2360 (MHz)_ | _ |
| Receive: 824-835 / 845-846.5 / 1855-1870 / | / 1895-1900 / 2305-2320 (MHz) | |
| Mounting Height: 73' / 61' / 73' | Tower leg: N/A | Weight: 74.3lbs |
| Antenna Mfg/Model: Commscope SBJAH4-1D65C- | DL_ Length: 96" | |
| Antenna Mount: Pipe | | Weight: |
| Feedline Mfg/Type: N/A | Diameter: | |
| CURRENTLY INSTALLED: LICENSEE'S BUILDE TO BE INSTALLED: LICENSEE'S BUILDE | NG/PAD LICENSOR'S BUILL NG/PAD LICENSOR'S BUILL | |
| Equipment Mfg/Model: ALU Macro Node-B / AL | .U 9926 BBU Digital: <u>X</u> | Analog: |
| Type (Terminal, Transmitter, Repeater, etc,): BTS Tr | ransmitter | |
| # of Cabinets/Racks: 1 / 1 | | |
| Rooftop Space required:x | _(200 sq. ft.) or Ground28 ft x | 11.5 ft.(sq.ft 322) |
| POWER REQUIREMENTS | | |
| Power Requirements (Voltage): 120/240 vac | AC BTU Requirements: (2) 5-T | on HVAC |
| Required AC Breaker Amps: 30/2 | AC Line Voltage: | 120/240 |

| Maximum AC Current Draw @ Given Line Voltage: | 190.210 amps |
|-------------------------------------------------------------|-------------------------------------------|
| Transmit Power of Equipment: 40W (UMTS) / 580 W (LTI | E) Effective Radiated Power (ERP): 62 dBi |
| (UMTS) / 73 dBi (LTE) | |
| CHANNELS / FREQUENCIES | |
| # of Channels / Frequencies: 1/700; 2/850; 1/AWS; 1/WCS; 1/ | PCS |
| Transmit Frequencies (List each channel): | |
| 700: 734-746 / 716-722 / 788-798 MHz | |
| 850: 869-880 / 890-891.5 MHz | |
| AWS: 2130-2145 MHz | |
| WCS: 2345-2360 MHz | |
| PCS: 1935-1950 / 1975-1980 MHz | |
| Receive Frequencies (List each channel): | |
| 700: 704-716 / 758-768 MHz | |
| 850: 824-835 / 845-846.5 MHz | |
| AWS: 1730-1745 MHz | |
| WCS: 2305-2320 MHz | |
| PCS: 1855-1870 / 1895-1900 MHz | |
| Filters/Duplexers: GPS: | ======================================= |
| SATELLITE ANTENNAS | |
| ☐ TO BE MOUNTED: ☐ CURRENTLY MOUNTED | |
| Description (Type): | Size: |
| Pole-Mount or Mounting Height: | |
| TOWER CREW | |
| Company Name: | |
| Contact Name: Phone #: | |
| DATE OF ANTICIPATED INSTALL: (OB) NOW INS | TALLED? DATE INSTALLED: |

[Remainder of Page left intentionally blank.]

The information supplied in this request form is accurate and I agree to comply with the Antenna Site and Equipment Standards and Requirements previously provided.

AUTHORIZED LICENSEE SIGNATURE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation,

a Delaware corporation

Its: Manager

Signature:

Name:

Title: _

Date:

EXHIBIT D

to

ANTENNA SITE LICENSE AGREEMENT

ANTENNA SITE AND EQUIPMENT STANDARDS AND REQUIREMENTS

- 1. Purpose: In order to minimize interference to Licensor's and all other licensee's operations and equipment, and to maintain good engineering practice, the following installation, operation and maintenance standards, requirements and specifications are being established and may be amended by Licensor when deemed necessary.
- 2. Pre-Installation Standards: Prior to any installation of the Equipment, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment, contractors and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All Equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be onsite during major work on, in or at the Licensed Space and/or any tower. Licensee must notify the Licensor at least five (5) working days in advance of any installation work requiring notice. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice except as otherwise provided in the License.

3. Installation:

- (a) The following minimum protective devices must be properly installed and maintained in good working order:
 - (1) Lightning arrestor in feedline at wall feed thru plate for all non-broadcast antennas.
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
- (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.
- (c) All transmission lines entering the Site must be 1 5/8" hybrid cable or better via a wall feed thru plate, terminating in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (e.g.; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.
- (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.
- (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

- (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
- (h) All antenna lines shall be electrically bonded to the tower or the mounts at the antenna and at the bottom of the tower or the mounts, as the case may be, using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.
- (i) All equipment cabinets shall be identified with a typed label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.
- (j) Monitor speakers shall be disabled except when maintenance is being performed. All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the Site, at the repeater or base station cabinet, and/or at the multicoupler/combiner ports. No drilling, welding or alteration of the tower or any other building or structure on, in or at the Site is permitted for any reason. All ferrous metals located outside of any building or structure or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.
- (k) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.
- 4. <u>General</u>: Licensee must comply with any applicable instructions regarding any site security system.
 - (a) Gates shall remain closed at all times unless entering or exiting the Site and the Licensed Space. When leaving the Site and the Licensed Space, ensure that all doors are locked and the security system is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor. This License does not guarantee parking space.
 - (c) If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.
 - (d) Do not adjust or tamper with the thermostats or HVAC systems. Access to the building roof is restricted to authorized maintenance personnel.

5. Minimum Occupancy Requirements and Specifications:

- 1. All Equipment must be licensed and operate in full compliance with all FCC or NTIA rules and regulations as applicable.
- 2. All equipment must be identified on the outside with the following information: owner, contact name and phone number, operating frequencies, copy of the current FCC License (if applicable) and the model/serial number.
- 3. The Licensee must notify Licensor or Licensor's representative for approval, of any significant changes to the Equipment including, but not limited to, any addition or change in operating frequency(s), change in transmitter power levels or removal of equipment.

- 4. Licensor, with notification, may require the Licensee at any time to combine equipment into a multi-user transmit or receive system. Should this occur, additional system (transmitter and/or receiver) signal loss is to be expected by the Licensee.
- 5. Control stations (typically commercial UHF/800/900) or inverted transmit/ receive frequency pairs are not allowed on, in or at the Licensed Space or on, in or at the Site.
- 6. The equipment must be operated with all shields attached, cabinet doors closed and side panels attached.
- 7. All ancillary equipment such as modems, duplexers, cavity filters, etc., will be racked or enclosed within the station or a suitable metal cabinet or housing.
- 8. All equipment, antennas and transmission lines will be installed and grounded in compliance with Licensor R56 Quality Standards (P.N. 68P81089E50), and the manufacturer's specifications. In the event of a conflict between such standards/specifications, Licensor or Licensor's representative shall determine which applies. Transmission lines will be installed using stainless steel or hot dipped galvanized hardware. Transmission lines will be labeled with the customer name or contact name/phone number and antenna location. Tower transmission lines will have grounding kits installed at the top, middle, bottom and at the equipment area entrance.
- 9. All antenna lines entering the site will have a PolyPhaser® or approved equivalent surge suppressor installed within two feet of the cable entry port. This surge suppressor will be bonded to the site ground system. (Poly Phaser Corp. (800) 325-7170).
- 10. All interconnecting RF cables will be Andrew Corporation superflexible, LDF or Cablewave FLC or approved equivalent. Current exceptions; frequency standards: RG-142 or RG-400 and satellite receivers: RG-6.
- 11. If the Site does not have a Type 1 AC surge suppression panel installed, Licensor will require the Licensee to provide individual transient (Silicon Avalanche Diode) surge protection on each circuit used. Northern Technologies Inc. (800) 727-9119, Transtector (800) 882-9110 or approved equivalent.
- 12. All telephone lines will have transient surge (Silicon Avalanche Diode) protection installed within two feet of entering the equipment room. The SAD device must be bonded to the site ground system. A.C. Data (800) 890-2569, Northern Technologies Inc. (800) 727-9119, Transtector (800) 882-9110 or approved equivalent.
- 13. Unsealed batteries (lead acid, maintenance free lead/acid) are not permitted. All sealed batteries must be properly mounted and installed according to the manufacturers' specifications including proper containment.
- 14. Non-compliant issues will be resolved at the Licensee's expense within thirty days of notification.
- 15. It is vital that standards for interference protection of systems be used to reduce the possibility of interference. The standards below are minimums and must be complied with by the Licensee. Additional protective equipment may be required by Licensor in the event of interference.

Minimum Transmitter Protection Standards

| Frequency Range | Minimum of reverse isolation required (Isolator) | Bandpass cavity minimum attenuation (1 MHz from Tx Frequency) |
|-----------------|--------------------------------------------------|---------------------------------------------------------------|
| 24-54 MHz | 20 dB | 30 dB |
| 66-88 MHz | 25 dB | 20 dB |
| 88-108 MHz | 25 dB | 25 dB |
| 130-225 MHz | 50 dB | 25 dB |
| 400-512 MHz | 50 dB | 15 dB |
| 806-960 MHz | 50 dB | 15 dB |

Hybrid transmitter combining will have a band pass filter installed on the output with the following attenuation at 1 MHz from the transmit frequency: UHF/800/900 MHz-15dB. Multi-frequency transmitter filtering must be approved by engineering.

The undersigned has carefully read the foregoing Antenna Site and Equipment Standards and Requirements and Licensee agrees to comply with and abide by all of the foregoing Antenna Site and Equipment Standards and Requirements.

4

LICENSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation, a Delaware

limited liability company

Its: Manager

| By: | Belly Jone Harry |
|-------------------|------------------|
| Name: Title: _ | Area Manger |
| Date: | 8/9/2018 |

EXHIBIT E

to

ANTENNA SITE LICENSE

INSURANCE FOR LICENSEE AND LICENSEE'S CONTRACTORS AND SUBCONTRACTORS

Licensee will provide certificates of insurance with Licensor included as "additional insured" on required policies except workers' compensation and property showing the insurance in force and only for claims arising out of Licensee's operations under this License. Immediately following Licensee's receipt of notification of any cancellation or non-renewal of any required insurance policy that is not replaced described in this License, Licensee shall provide notification to Licensor of such cancellation or nonrenewal, Licensee's contractors will provide certificates of insurance with Licensee included as "additional insured" on policies except workers' compensation and property showing the insurance in force [CAI] and only for claims arising out of contractor's operations under this License, and in addition, Licensee's contractors must communicate to Licensor at least forty-eight (48) hours in advance when any work (other than emergency work) will be taking place on, in, or at the Site. Certificate will reference the location of the Site. Coverage for contractors and subcontractors are as follows: Licensee will require contractors working on, in or at the Site in the capacity of general site maintenance (site maintenance limited to grounds and vegetation maintenance and installation not requiring heavy equipment, minor repairs and minor installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.)) to carry an excess liability in excess of the business automobile, commercial general liability and workers compensation of a minimum of:

Each occurrence limit \$1,000,000.00 General aggregate limit \$1,000,000.00

Licensee will require contractors working on, in or at the Site only but not on any tower located on or at the Site, excluding the above functions, to carry an excess liability in excess of the business automobile, commercial general liability and workers compensation with total minimum limits of:

Each occurrence limit \$2,000,000.00 General aggregate limit \$3,000,000.00

Licensee will endeavor to require contractors working on, in or at the Site in any capacity which requires climbing any tower located on or at the Site, to carry an excess liability in excess of the business automobile, commercial general liability and workers compensation totaling of a minimum of:

Each occurrence limit \$2,000,000.00 General aggregate limit \$5,000,000.00

The Licensee and Licensee's representatives, contractors and independent contractors, are not related to the Licensor other than by this license of space at the site.

Insurance: Before commencement of any license term, Licensee, its contractors and subcontractors while working hereunder shall procure and maintain the required insurance coverage covering all its operations and activities in, upon or in conjunction with the Site. The required insurance shall be provided in companies legally eligible to transact business in the State where the site is located in companies with an AM Best Rating of A-: VIII or greater with the following minimum limits.

Property: Licensee is responsible for insuring for all loss or damage to their property or the property of others for which they are responsible, including loss of use or business interruption. Licensee may self-insure this risk. Licensor assumes no responsibility for damage occurring to Licensee's, Licensee's contractors and / or subcontractors real, personal property and/or business interruption regardless of location.

Commercial Automobile Liability: Bodily Injury and Property Damage Liability or owned, hired and non-owned vehicles:

Combined Single Limit

\$1,000,000.00

Commercial General Liability: Including but not limited to bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability:

| Policy Form | Occurrence | |
|-------------------------------------------------|------------|--------------|
| General Aggregate Limit | \$ | 3,000,000.00 |
| Products & Completed Operations Limit | \$ | 1,000,000.00 |
| Personal Injury & Advertising Injury Limit | \$ | 1,000,000.00 |
| Each Occurrence Limit | \$ | 3,000,000.00 |
| Fire Damage Limit | \$ | 50,000.00 |
| [CA2]Workers' Compensation: | | |
| Requirements for the State of the site location | Sta | tutory |

| Requirements for the State of the site location | Statutory | |
|-------------------------------------------------|-----------|--------------|
| Employer's Liability | | |
| Limit each accident | \$ | 1,000,000.00 |
| Limit disease aggregate | \$ | 1,000,000.00 |
| Limit disease each employee | \$ | 1,000,000.00 |

Licensee and Licensor agree that the required insurance coverages outlined above may be maintained pursuant to master policies of insurance covering the specific site locations[CA3].

Licensee may self-insure any of the required insurance coverages. Notwithstanding the foregoing, Licensee and its contractors may use any combination of primary and umbrella/excess insurance to meet the required total limits of insurance coverage. Notwithstanding the foregoing, Licensor's additional insured status shall be equal to coverage available under an ISO Form CGL 00 01 policy or a substitute form providing substantially equivalent coverage.

INITIAL.