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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 28, 2012

Crown Castle International Corp.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-16441
(Commission File Number)

76-0470458
(IRS Employer Identification Number)

1220 Augusta Drive
Suite 500
Houston, TX 77057
(Address of Principal Executive Office)

Registrant's telephone number, including area code: (713) 570-3000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 – ENTRY INTO A DEFINITIVE MATERIAL AGREEMENT

Master Agreement

On September 28, 2012, Crown Castle International Corp., a Delaware corporation (“Crown Castle”), T-Mobile USA, Inc., a Delaware corporation and a subsidiary of Deutsche Telekom, AG (“T-Mobile”), and certain T-Mobile subsidiaries (the “T-Mobile Contributors” and, together with T-Mobile, the “T-Mobile Parties”) entered into a Master Agreement (the “Master Agreement”) pursuant to which Crown Castle will have the exclusive right to lease, operate or otherwise acquire up to 7,180 T-Mobile wireless communications sites (the “Sites”) for approximately \$2.4 billion in cash at closing (subject to certain conditions and adjustments, including adjustments based on the actual number of Sites included at closing). The following summary of certain provisions of the Master Agreement is qualified in its entirety by reference to the terms and provisions of the Master Agreement filed herewith as Exhibit 10.1 and incorporated herein by reference.

Under the Master Agreement, the T-Mobile Parties have agreed to lease or sublease up to 6,264 Sites (the “MPL Sites”), including their interest in the land associated with each Site, the tower at such Site and certain related equipment, improvements and tower related assets (the “Included Property” of such Site), to a newly formed subsidiary of Crown Castle (“Tower Operator”). To effect the lease and sublease of the MPL Sites to Tower Operator, the T-Mobile Parties will first contribute and transfer the MPL Sites (including the Included Property of the MPL Sites) and assign the related collocation agreements to two newly formed subsidiaries of the T-Mobile Parties (the “T-Mobile SPEs”), which will be organized as Delaware limited liability companies and will be set up as “special purpose” entities that are subject to separateness and bankruptcy remoteness covenants pursuant to their respective operating agreements. The T-Mobile SPEs will then lease or sublease the MPL Sites (including the Included Property of the MPL Sites) and assign the related collocation agreements to Tower Operator pursuant to the Master Prepaid Lease referred to below. Tower Operator will have the option to purchase the MPL Sites at the end of their respective lease or sublease terms under the Master Prepaid Lease for aggregate option payments of up to \$1,994 million, which payments, if the options are exercised, will be due between 2035 and 2049.

In the event the contribution and transfer of any MPL Site to the applicable T-Mobile SPE requires the consent, approval or waiver (an “Authorization”) of any third party and such Authorization is not obtained (a “Contribution Exception”), such MPL Site will be retained by the T-Mobile Parties, and Tower Operator will be granted the exclusive right to manage and operate such MPL Site pursuant to the Management Agreement referred to below until such MPL Site is no longer subject to any Contribution Exceptions and is contributed to the applicable T-Mobile SPE. In the event the lease or sublease of any MPL Site by the applicable T-Mobile SPE to Tower Operator requires an Authorization of any third party and such Authorization is not obtained (a “Leasing Exception”), the applicable T-Mobile SPE will grant Tower Operator the exclusive right to manage and operate such MPL Site pursuant to the Management Agreement referred to below until such MPL Site is no longer subject to any Leasing Exceptions and is leased by such T-Mobile SPE to Tower Operator.

Under the Master Agreement, T-Mobile has further agreed to sell to Crown Castle up to 916 additional Sites (the “Sale Sites”), including the Included Property of the Sale Sites. The sale of the Sale Sites will be effected pursuant to a contribution and transfer by the T-Mobile Parties of the Sale Sites (including the Included Property of the Sale Sites) and the assignment of the related collocation agreements to two newly formed subsidiaries of the T-Mobile Parties (the “Sale Site Subsidiaries”), and the subsequent sale and transfer of the equity interests in the Sale Site Subsidiaries to a subsidiary of Crown Castle.

Subject to certain conditions explained in further detail below, the Sale Sites will include up to 474 Sites located primarily in California and Nevada (the “CA/NV Sites”) that are subject to certain of the terms of the Lease and Sublease dated as of December 14, 2000 (the “CA/NV Master Lease”), among SBC Tower Holdings LLC, Southern Towers, Inc., SBC Wireless, LLC and SpectraSite Holdings, Inc. (filed as Exhibit 10.2 to the SpectraSite Holdings, Inc. Quarterly Report on Form 10-Q (File No. 000-27217) filed on May 11, 2001), and certain related agreements (together with the CA/NV Master Lease, the “CA/NV Agreements”). The CA/NV Sites are only a portion of the sites originally subject to the CA/NV Master Lease, which has previously been bifurcated. The sale of the CA/NV Sites to Crown Castle will be effected pursuant to an assignment of the CA/NV Agreements to the Sale Site Subsidiaries, as a result of which the Sale Site Subsidiaries will acquire the rights, interests and obligations of the applicable T-Mobile Parties, as lessee, under the CA/NV Agreements. The Sale Site Subsidiaries will have the option to purchase the CA/NV Sites that are not otherwise owned by the Sale Site Subsidiaries at the end of their respective lease terms under the CA/NV Agreements for aggregate option payments of up to approximately \$400 million, which payments, if the options are exercised, would be due between 2018 and 2032 (less than \$10 million would be due before 2025).

In the event that the sale of any Sale Site to Crown Castle, as described above, or any subsequent transfer of any Sale Site or the equity interests in the Sale Site Subsidiary holding such Sale Site to Crown Castle or its affiliates requires the Authorization of any third party and such Authorization is not obtained (an "Assignment Exception"), such Sale Site will be retained by the T-Mobile Parties and the applicable Sale Site Subsidiary will be granted the exclusive right to manage and operate such Sale Site pursuant to the Management Agreement referred to below until such Sale Site is no longer subject to any Assignment Exceptions and is transferred to the applicable Sale Site Subsidiary (all such managed Sale Sites and all managed MPL Sites, the "Managed Sites").

As consideration for each Sale Site that is not subject to any Assignment Exceptions, and each MPL Site that is not subject to any Contribution or Leasing Exceptions, Crown Castle will pay T-Mobile, at the closing of the transactions contemplated by the Master Agreement (the "Transaction"), an amount based on the tower cash flow (the "TCF") generated by such Site. As consideration for each Managed Site, Crown Castle will pay T-Mobile, at the closing of the Transaction, an amount equal to 90% of the amount that would have been payable by Crown Castle for such Site had such Site not been a Managed Site. The remaining 10% will become due and payable when all Assignment Exceptions or all Contribution and Leasing Exceptions applicable to such Managed Site have been cured, provided that the obligation to make this additional payment will automatically and unconditionally terminate 18 months after the signing date of the Master Agreement. In addition, Crown Castle, through the Sale Site Subsidiaries and Tower Operator, has agreed to assume all post-closing liabilities that relate to or arise out of or in connection with the operation, use or occupancy of the Included Property of the Sites (but, with respect to the MPL Sites, prior to the expiration or earlier termination of the Master Prepaid Lease) (the "Post-Closing Liabilities").

Each party's obligation to close the Transaction is subject to customary closing conditions, including (1) the absence of a material adverse effect affecting the other party since December 31, 2011, and (2) the absence of any injunctions prohibiting the closing and the expiration of all applicable waiting periods, if any, under applicable antitrust laws. In addition, Crown Castle's obligation to close the Transaction is subject to the conditions (which may be waived by Crown Castle in its sole discretion) that at closing (1) at least 95% of the TCF of the 7,180 Sites originally subject to the Master Agreement be comprised of the TCF of Sites that are not subject to any Assignment or Contribution Exceptions and (2) at least 80% of the TCF of the 7,180 Sites originally subject to the Master Agreement be comprised of the TCF of Sites that are not subject to any Assignment, Contribution or Leasing Exceptions. Crown Castle's obligation to close the transactions with respect to the CA/NV Sites will be subject to the further condition, applicable only to the CA/NV Sites (the "CA/NV Closing Condition"), that Crown Castle receives a consent and acknowledgment from the counterparty to the CA/NV Agreements consenting to the sale of the CA/NV Sites to Crown Castle and confirming certain arrangements with respect to the CA/NV Sites (the "CA/NV Consent").

In the event that the CA/NV Consent has not been obtained prior to the closing of the Transaction and Crown Castle does not waive the CA/NV Closing Condition at such closing, at any time up to 180 days following the signing of the Master Agreement, Crown may waive the CA/NV Closing Condition and hold a subsequent closing with respect to the CA/NV Sites. During the same time period, the T-Mobile Parties also may, upon obtaining the CA/NV Consent and subject to certain other conditions, cause Crown Castle to hold a subsequent closing with respect to the CA/NV Sites. The consideration payable by Crown Castle at any subsequent closing for the CA/NV Sites will be approximately equal to the amount that would have otherwise been payable for the CA/NV Sites at the initial closing less \$100 million, and the initial collocation rent payable by the designated T-Mobile Collocator under the Master Lease Agreements (as defined below) will be \$1,850 per month per Site instead of \$1,905 per month per Site.

Pursuant to the Master Agreement, subject to certain limitations and thresholds, the T-Mobile Parties have agreed to indemnify Crown Castle, Tower Operator and (following the closing) the Sale Site Subsidiaries (the "Crown Indemnified Parties") in respect of any claims that arise out of or relate to (1) any breach or inaccuracy of certain representations and warranties made by the T-Mobile Parties or the Sale Site Subsidiaries, (2) any breach of any covenant of the T-Mobile Parties or, prior to closing, the Sale Site Subsidiaries, (3) certain taxes relating to the Sites, (4) all assets of the T-Mobile Parties and their affiliates specifically excluded from the Transaction and (5) all liabilities of the T-Mobile Parties and their affiliates other than the Post-Closing Liabilities. Subject to certain limitations and thresholds, the T-Mobile SPEs have also agreed to indemnify the Crown Indemnified Parties with respect to breaches or inaccuracies of certain representations and warranties made by the T-Mobile SPEs and breaches of any covenants applicable to the T-Mobile SPEs.

In addition, subject to certain limitations and thresholds, Crown Castle has agreed to indemnify the T-Mobile Parties and the T-Mobile SPEs in respect of any claims that arise out of or relate to (1) any breach or inaccuracy of certain representations and warranties made by Crown Castle, (2) any breach of any covenant of Crown Castle and (3) any Post-Closing Liabilities. Subject to certain limitations and thresholds, Tower Operator has also agreed to indemnify the T-Mobile Parties and the T-Mobile SPEs with respect to (1) any breach or inaccuracy of representations and warranties made by Tower Operator, (2) any breach of any covenant of Tower Operator, (3) any Post-Closing Liabilities and (4) the failure of Tower Operator to comply with the conditions of tower bonds.

The Master Agreement contains various covenants and representations and warranties and certain other customary agreements and rights, including, subject to certain limitations, the right of Crown Castle and the T-Mobile Parties to terminate the Master Agreement if the Transaction does not close within 180 days after the date of execution of the Master Agreement (subject to extension to up to 270 days in certain circumstances). The T-Mobile Parties also have the right to terminate the Master Agreement and receive a \$250 million termination fee (which shall be their sole and exclusive remedy) in the event that they have irrevocably committed to consummate the Transaction, the conditions to Crown Castle's obligation to close the Transaction have all been satisfied and Crown Castle fails to consummate the Transaction.

Master Prepaid Lease

At the closing of the Transaction, T-Mobile, the T-Mobile SPEs and Tower Operator will enter into a Master Prepaid Lease (the "Master Prepaid Lease"), pursuant to which Tower Operator will lease or sublease the MPL Sites or obtain the exclusive right to operate and manage the MPL Sites from the T-Mobile SPEs. The following summary of certain provisions of the Master Prepaid Lease is qualified in its entirety by reference to the terms and provisions of the Form of Master Prepaid Lease filed herewith as Exhibit 10.2 and incorporated herein by reference.

The MPL Sites will be classified into 15 tranches of Sites. With respect to each MPL Site, the term of the Master Prepaid Lease will expire on the earlier of (1) the specified expiration date of the MPL for the applicable tranche of MPL Sites (which ranges from the last business day of the calendar year ending on December 31, 2035 to the last business day of the calendar year ending on December 31, 2049) and (2) the date on which the underlying ground lease for such MPL Site expires or is terminated.

During the term of the Master Prepaid Lease, the T-Mobile SPEs will delegate to Tower Operator the sole and exclusive right to perform their obligations and exercise their rights under the ground leases relating to the MPL Sites. Tower Operator will further pay and perform all obligations of the T-Mobile SPEs under the collocation agreements relating to the MPL Sites and will be entitled to receive all revenues payable under such collocation agreements.

The obligations of the T-Mobile SPEs under the Master Prepaid Lease, including with respect to the purchase options granted to Tower Operator, will be unconditionally and irrevocably guaranteed by T-Mobile. Crown Castle will also agree, pursuant to the definitive agreements that will be executed at the closing of the Transaction, to indemnify or guarantee certain of Tower Operator's obligations.

The Master Prepaid Lease will contain events of default applicable to each of the T-Mobile SPEs and Tower Operator. In the event the T-Mobile SPEs default with respect to more than 20% of the MPL Sites, in the aggregate, during any consecutive five-year period, which results in material harm to the business and operations of Tower Operator with respect to the MPL Sites, Tower Operator will have the right to purchase all MPL Sites for an aggregate purchase price equal to 50% of the net present value of the purchase option exercise prices (calculated assuming a discount rate of 10%).

In the event Tower Operator similarly defaults with respect to more than 20% of the MPL Sites, in the aggregate, during any consecutive five-year period, the T-Mobile SPEs may terminate the Master Prepaid Lease as to all MPL Sites.

Management Agreement

At the closing of the Transaction, the T-Mobile Parties, the T-Mobile SPEs, the Sale Site Subsidiaries and Tower Operator will enter into a Management Agreement (the "Management Agreement"), pursuant to which the T-Mobile Parties and the T-Mobile SPEs will appoint the applicable Sale Site Subsidiary or Tower Operator, as applicable, as the exclusive operator (the "Manager") of each managed Sale Site and each managed MPL Site, respectively. The following summary of certain provisions of the Management Agreement is qualified in its entirety by reference to the terms and provisions of the Form of Management Agreement filed herewith as Exhibit 10.3 and incorporated herein by reference.

The rights and obligations granted by the T-Mobile Parties and the T-Mobile SPEs to the Manager with respect to the MPL Sites will be the same as the rights and obligations granted to Tower Operator pursuant to the Master Prepaid Lease, including with respect to the option to purchase any MPL Sites, subject to T-Mobile's collocation rights on the MPL Sites. With respect to the Sale Sites, the Manager will have all the rights, powers and privileges of the applicable T-Mobile Parties with respect to the management, administration and operation of the Sale Sites as if the Manager were the true owner thereof, subject to T-Mobile's collocation rights on the Sale Sites.

The Manager will be responsible for the payment of all expenses related to the Sale Sites and MPL Sites that are subject to the Management Agreement and will be entitled to receive all revenues generated by such Sites, including all revenues under collocation agreements.

Master Lease Agreements

At the closing of the Transaction, the Sale Site Subsidiaries, T-Mobile and, with respect to each Sale Site, a subsidiary of T-Mobile designated as the collocator for such Sale Site (the "T-Mobile Collocator") will enter into the Sale Site Master Lease Agreement (the "Sale Site MLA"), pursuant to which the Sale Site Subsidiaries will lease or make available collocation space at each Sale Site to the designated T-Mobile Collocator for such Sale Site. Simultaneously therewith, Tower Operator, T-Mobile and the designated T-Mobile Collocator for each MPL Site will enter into the MPL Site Master Lease Agreement (the "MPL Site MLA" and, together with the Sale Site MLA, the "Master Lease Agreements"), pursuant to which Tower Operator will sublease or make available collocation space at each MPL Site to the designated T-Mobile Collocator for such MPL Site. The following summary of certain provisions of the MPL Site MLA and the Sale Site MLA is qualified in its entirety by reference to the terms and provisions of the Form of MPL Site MLA and the Form of Sale Site MLA, as applicable, filed herewith as Exhibit 10.4 and Exhibit 10.5, respectively, and incorporated herein by reference.

The initial term of each Master Lease Agreement as to each Site will be for a ten-year period and will be automatically extended (unless terminated at such time by the T-Mobile Collocators) for eight additional five-year renewal terms, unless it is terminated earlier with respect to any Site pursuant to a termination right. The term of the MPL Site MLA with respect to each MPL Site for which Tower Operator does not exercise its purchase option under the Master Prepaid Lease will automatically expire upon the expiration of the Master Prepaid Lease with respect to such MPL Site. The term of the MPL Site MLA with respect to each MPL Site for which Tower Operator exercises its purchase option under the Master Prepaid Lease will automatically terminate upon the exercise and settlement of such purchase option, and such MPL Site will automatically become a Sale Site under the Sale Site MLA.

The designated T-Mobile Collocator will pay the Sale Site Subsidiaries under the Sale Site MLA and Tower Operator under the MPL Site MLA an initial collocation rent of \$1,905 per month for each Site (if the CA/NV Sites are included in the Transaction at the initial closing under the Master Agreement). If the CA/NV Sites are not included in the Transaction at the initial closing under the Master Agreement, the initial collocation rent will be \$1,850 per month for each Site. The initial collocation rent will be subject to increase on an annual basis based on increases in the consumer price index. The payment of collocation rent by the designated T-Mobile Collocator to the Sale Site Subsidiaries or Tower Operator, as applicable, will be unconditionally and irrevocably guaranteed by T-Mobile.

The Master Lease Agreements will contain events of default applicable to the T-Mobile Collocators. If any T-Mobile Collocators default under the Sale Site MLA with respect to 10% or more of the Sale Sites in the aggregate, the Sale Site Subsidiaries may terminate the lease or other use and occupancy of the T-Mobile collocation space at any or all Sale Sites. If any T-Mobile Collocators default under the MPL Site MLA with respect to 10% or more of the MPL Sites in the aggregate, Tower Operator may terminate the lease or other use and occupancy of the T-Mobile collocation space at any or all MPL Sites.

The Master Lease Agreements will also contain events of default applicable to the Sale Site Subsidiaries or Tower Operator, as applicable. Upon the occurrence of certain events of default by the Sale Site Subsidiaries under the Sale Site MLA during any consecutive five-year period relating to more than 20% of the Sale Sites in the aggregate, and the aggregate impact of those uncured defaults results in material harm to the business and operations of the T-Mobile Collocators, the T-Mobile Collocators may terminate the Sale Site MLA as to all Sale Sites. There is a similar provision in the MPL Site MLA with respect to Tower Operator and the MPL Sites.

ITEM 9.01 - FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Master Agreement dated as of September 28, 2012, among T-Mobile USA, Inc., SunCom Wireless Operating Company, L.L.C., Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., VoiceStream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, SunCom Wireless Property Company, L.L.C. and Crown Castle International Corp.
10.2	Form of Master Prepaid Lease
10.3	Form of Management Agreement
10.4	Form of MPL Site Master Lease Agreement
10.5	Form of Sale Site Master Lease Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ E. Blake Hawk

Name: E. Blake Hawk

Title: Executive Vice President and General Counsel

Date: October 2, 2012

EXHIBIT INDEX

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10.2	Form of Master Prepaid Lease
10.3	Form of Management Agreement
10.4	Form of MPL Site Master Lease Agreement
10.5	Form of Sale Site Master Lease Agreement

MASTER AGREEMENT
AMONG
T-MOBILE USA, INC.,
T-MOBILE SUBSIDIARIES NAMED HEREIN,
CROWN CASTLE INTERNATIONAL CORP.
AND
CROWN CASTLE SUBSIDIARY NAMED HEREIN

DATED AS OF SEPTEMBER 28, 2012

TABLE OF CONTENTS

	<u>Page</u>	
ARTICLE 1	DEFINITIONS	3
SECTION 1.1	Certain Defined Terms	3
SECTION 1.2	Construction	27
SECTION 1.3	Assignments; Transfers of Certain Assets and Liabilities	27
ARTICLE 2	CONTRIBUTION, CONVEYANCE/GRANT OF LEASEHOLD, SUBLEASEHOLD OR OTHER INTEREST AND CONSIDERATION	28
SECTION 2.1	Formation of the T-Mobile SPEs, Sale Site Subsidiaries, Tower Operator and Paying Agent	28
SECTION 2.2	Closing Transactions	29
SECTION 2.3	Items Excluded from Transaction	31
SECTION 2.4	[Reserved]	31
SECTION 2.5	As Is, Where Is	31
SECTION 2.6	Closing Place and Dates	32
SECTION 2.7	Technical Closings; Contributions to T-Mobile SPEs	33
SECTION 2.8	Preparation of Closing Documents	35
SECTION 2.9	Prorating of Expenses	36
SECTION 2.10	Recordation; Signage	36
SECTION 2.11	Taxes; Bulk Sales	37
SECTION 2.12	Integrated Transactions	39
ARTICLE 3	TCF PROCEDURE FOR SITES	39
SECTION 3.1	Closing Total Consideration Determination	39
SECTION 3.2	Payment of Closing Date Consideration	41
SECTION 3.3	Final Total TCF Determination	41
SECTION 3.4	Payment of Final Total Consideration	42
SECTION 3.5	Further Assurances	44
SECTION 3.6	Exclusive Remedy	45
ARTICLE 4	OTHER PROCEDURES FOR SITES	45
SECTION 4.1	Contributable Sites; Lease Sites; Assignable Sites	45
SECTION 4.2	Certain Procedures with Respect to Identifying and Curing Exceptions	46

SECTION 4.3	Shared Sites; Excluded Sites; T-Mobile Contributors' Cure Rights	46
SECTION 4.4	Dispute Resolution	47
SECTION 4.5	Special Zoning Sites	48
SECTION 4.6	Casualty Sites	49
SECTION 4.7	Allocation of Rent	49
SECTION 4.8	Transaction Revenue Sharing Payments	50
SECTION 4.9	Material Site Title Issue or Material Site Non-Compliance Issue Arising Prior to the Applicable Date Closing	51
ARTICLE 5	REPRESENTATIONS AND WARRANTIES OF THE T-MOBILE PARTIES	52
SECTION 5.1	Organization	52
SECTION 5.2	Authority; Enforceability; No Conflicts	53
SECTION 5.3	Title to Property	54
SECTION 5.4	Real Property	55
SECTION 5.5	Personal Property	56
SECTION 5.6	Material Agreements	56
SECTION 5.7	Litigation; Orders	57
SECTION 5.8	Environmental Matters	58
SECTION 5.9	Brokers, Finders, Etc.	58
SECTION 5.10	Per Tower Data	58
SECTION 5.11	Compliance with Laws and Governmental Approvals	58
SECTION 5.12	Solvency	59
SECTION 5.13	Taxes	59
SECTION 5.14	Ownership of the T-Mobile SPEs and Sale Site Subsidiaries	59
SECTION 5.15	Subsidiaries, Investments, No Prior Activities	60
SECTION 5.16	No Implied Representations	60
SECTION 5.17	Additional Matters With Respect to Representations and Warranties	60
SECTION 5.18	Securities Act	60
SECTION 5.19	CA/NV Representations and Warranties	61
ARTICLE 6	REPRESENTATIONS AND WARRANTIES OF THE T-MOBILE SPEs AND THE SALE SITE SUBSIDIARIES	61
SECTION 6.1	Organization	61

SECTION 6.2	Authority; Enforceability; No Conflicts	61
SECTION 6.3	Title to Properties	62
SECTION 6.4	Solvency	63
ARTICLE 7	REPRESENTATIONS AND WARRANTIES OF CROWN	63
SECTION 7.1	Organization	63
SECTION 7.2	Authority; Enforceability; No Conflicts	63
SECTION 7.3	Governmental Approvals, Consents, Reports, Etc.	65
SECTION 7.4	Litigation; Orders	65
SECTION 7.5	SEC Reports	66
SECTION 7.6	Brokers, Finders, Etc.	66
SECTION 7.7	Financial Capability	66
SECTION 7.8	Solvency	66
SECTION 7.9	Ownership of the Tower Operator Parties	66
SECTION 7.10	Securities Act	67
SECTION 7.11	Subsidiaries, Investments, No Prior Activities	67
ARTICLE 8	REPRESENTATIONS AND WARRANTIES OF THE TOWER OPERATOR	67
SECTION 8.1	Organization	67
SECTION 8.2	Authority; Enforceability	67
SECTION 8.3	No Conflicts	68
SECTION 8.4	Solvency	68
ARTICLE 9	COVENANTS	68
SECTION 9.1	Investigation of Sites; Access to Properties and Records	68
SECTION 9.2	Efforts to Close; Cooperation	70
SECTION 9.3	Further Assurances	71
SECTION 9.4	Conduct of Collocation Operations and the Sites	71
SECTION 9.5	Public Announcements	73
SECTION 9.6	Corporate Names	73
SECTION 9.7	Actions by Crown and T-Mobile Parties' Subsidiaries	73
SECTION 9.8	Environmental Matters	74
SECTION 9.9	Title Insurance Commitments	74
SECTION 9.10	Other Documentation	75
SECTION 9.11	Confidentiality	75

SECTION 9.12	Exclusivity	75
SECTION 9.13	Notices of Certain Events; Supplemental Disclosure	76
SECTION 9.14	T-Mobile and its Affiliates' Rights	76
SECTION 9.15	Tower Bonds	76
SECTION 9.16	Delivery of Rule 3-14 Financial Statements	77
SECTION 9.17	CA/NV Purchase Option	77
ARTICLE 10	CONDITIONS TO CROWN'S OBLIGATION TO CLOSE	78
SECTION 10.1	Representations, Warranties and Covenants of the T-Mobile Parties and the T-Mobile SPEs	78
SECTION 10.2	No Injunction or Proceedings; HSR Filings	79
SECTION 10.3	Agreements and Additional Closing Deliveries	79
SECTION 10.4	Contributable Sites; Lease Sites	80
SECTION 10.5	CA/NV Inclusion	80
SECTION 10.6	Frustration of Closing Condition	80
ARTICLE 11	CONDITIONS TO T-MOBILE'S OBLIGATIONS TO CLOSE	81
SECTION 11.1	Representations, Warranties and Covenants of Crown and the Tower Operator	81
SECTION 11.2	No Injunction or Proceedings	81
SECTION 11.3	Collateral Agreements; Additional Closing Deliveries	82
SECTION 11.4	Frustration of Closing Condition	82
ARTICLE 12	SURVIVAL; INDEMNIFICATION	83
SECTION 12.1	Indemnification Obligations of the T-Mobile Parties and the T-Mobile SPEs	83
SECTION 12.2	Indemnification Obligations of Crown and the Tower Operator	84
SECTION 12.3	Indemnification Claim Procedure	86
SECTION 12.4	Indemnity Period	87
SECTION 12.5	Liability Limits	88
SECTION 12.6	Exclusive Remedies	88
SECTION 12.7	Netting of Losses; Tax Treatment	89
ARTICLE 13	TERMINATION	89
SECTION 13.1	Termination of Agreement	89
SECTION 13.2	Effect of Termination	90
SECTION 13.3	Termination Fee	91

ARTICLE 14	MISCELLANEOUS	91
SECTION 14.1	Counterparts	91
SECTION 14.2	Governing Law	91
SECTION 14.3	Entire Agreement	92
SECTION 14.4	Fees and Expenses	92
SECTION 14.5	Notices	92
SECTION 14.6	Assignment; Successors and Assigns; Third-Party Beneficiaries	93
SECTION 14.7	Amendment	94
SECTION 14.8	Time of Essence	94
SECTION 14.9	Specific Performance	94
SECTION 14.10	Limitation of Liability	94
SECTION 14.11	Disclosures	94
SECTION 14.12	Jurisdiction	95
SECTION 14.13	Waiver of Jury Trial	95
SECTION 14.14	Severability	95

Schedules

Schedule 1	CA/NV Consent and Acknowledgment
Schedule 2	Excluded Equipment
Schedule 3	MPL Sites
Schedule 4	Portfolio Sites
Schedule 5	Sale Sites
Part A	CA/NV Sites
Part B	Other Leased Sites
Part C	Owned Sites
Schedule 6	Site List
Schedule 7	SMS Dispute Sites
Schedule 8	CA/NV Site Agreements

Exhibits

Exhibit A	Form of Management Agreement
Exhibit B	Form of Master Prepaid Lease
Exhibit C	Form of General Assignment and Assumption Agreement
Exhibit D	Form of MPL Site MLA
Exhibit E	Form of Sale Site MLA
Exhibit F	Form of Transition Services Agreement
Exhibit G	Form of Joinder Agreement
Exhibit H	Form of Paying Agent Agreement
Exhibit I	Form of T-Mobile Internal Transfers Agreement
Exhibit J	Form of T-Mobile SPE Certificate of Formation
Exhibit K	Form of T-Mobile SPE LLC Agreement
Exhibit L	Form of T-Mobile SPE Separateness Agreement
Exhibit M	Form of Sale Site Subsidiary Certificate of Formation
Exhibit N	Form of Sale Site Subsidiary LLC Agreement
Exhibit O	Form of Membership Interest Assignment and Assumption Agreement
Exhibit P	Form of Parent Indemnity Agreement
Exhibit Q	Press Release

MASTER AGREEMENT

This **MASTER AGREEMENT** (this “**Agreement**”), dated as of September 28, 2012 (the “**Signing Date**”), is among Crown Castle International Corp., a Delaware corporation (“**Crown**”), T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**”), the Subsidiaries of T-Mobile named on the signature pages hereto as “T-Mobile Contributors” (each such Subsidiary, a “**T-Mobile Contributor**” and, collectively, the “**T-Mobile Contributors**”; each of T-Mobile and the T-Mobile Contributors being a “**T-Mobile Party**” and, collectively, the “**T-Mobile Parties**”), and each Sale Site Subsidiary, each T-Mobile SPE and the Tower Operator that become a party to this Agreement pursuant to Section 10.3 and Section 11.3. Each of Crown, the T-Mobile Parties and, subject to Section 10.3, Section 11.3 and the terms of the applicable Joinder Agreements, each Sale Site Subsidiary, each T-Mobile SPE and the Tower Operator, may hereafter be referred to as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS:

- A. The T-Mobile Contributors operate the Portfolio Sites;
- B. Crown desires to, through Tower Operator or the Sale Site Subsidiaries, as applicable, purchase and acquire the Included Property of the Sale Sites and Lease the Included Property of the MPL Sites, or otherwise operate and manage the Sale Sites and the MPL Sites, in each case on the terms and subject to the conditions set forth in this Agreement and the Collateral Agreements;
- C. Crown intends to market all available capacity at the MPL Sites and the Sale Sites through the Tower Operator and the Sale Site Subsidiaries, respectively, and to maximize the collocation revenue that may be derived therefrom;
- D. At or prior to the Initial Closing, the T-Mobile Parties shall form (i) two Delaware limited liability companies (each, a “**T-Mobile SPE**” and, collectively, the “**T-Mobile SPEs**”) in accordance with Section 2.1(a) and (ii) two Delaware limited liability companies (each, a “**Sale Site Subsidiary**” and, collectively, the “**Sale Site Subsidiaries**”) in accordance with Section 2.1(d);
- E. At or prior to the Initial Closing, Crown shall form a Delaware limited liability company (the “**Tower Operator**”) as more particularly described in Section 2.1(b), and the Tower Operator shall form a Delaware limited liability company (the “**Paying Agent**”) as more particularly described in Section 2.1(c);
- F. At or prior to the Applicable Closing, each applicable T-Mobile Party shall (i) cause to be contributed, conveyed, assigned, transferred and delivered to the applicable T-Mobile SPE its respective right, title and interest in, to and under the Included Property of the Contributable Sites in accordance with the terms of Section 2.2(a) and pursuant to the T-Mobile Internal Transfers Agreement, (ii) cause to be contributed, conveyed, assigned, transferred and delivered to the applicable Sale Site Subsidiary its respective right, title and interest in, to and under the Included Property of the Assignable Sites in accordance with the terms of Section 2.2(b) and Section 2.2(c) and pursuant to the T-Mobile Internal Transfers Agreement, (iii) enter into a management agreement with the T-Mobile SPEs, Sale Site Subsidiaries and Tower Operator (the “**Management Agreement**”), substantially in the form attached as Exhibit A, with respect to the Managed Sites in accordance with Section 2.2(f), pursuant to which the T-Mobile Contributors shall grant to the Tower Operator or the Sale Site Subsidiaries, as applicable, as of the Applicable Closing Date, the right to operate each Non-Contributable Site and each Non-Assignable Site (including the Included Property thereof), as applicable, and the T-Mobile SPEs shall grant to the Tower Operator, as of the Applicable Closing Date, the right to operate each Pre-Lease Site (including the Included Property thereof), in each case until such time as such Site becomes a Lease Site or an Assignable Site, as applicable, (iv) upon the consummation of the transactions contemplated by the T-Mobile Internal Transfers Agreement, cause to be sold, conveyed, assigned, transferred and delivered to Crown (or one of its Affiliates designated by Crown) all of the Sale Site Subsidiary Interests in accordance with Section 2.2(e) and pursuant to the T-Mobile Transfer Transactions;
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G. At the Initial Closing, T-Mobile, the T-Mobile SPEs and the Tower Operator shall enter into a master prepaid lease for the MPL Sites held or operated by the T-Mobile SPEs (the “**MPL**”), substantially in the form attached as Exhibit B, and the Tower Operator General Assignment and Assumption Agreement, substantially in the form attached as Exhibit C (the “**Tower Operator General Assignment and Assumption Agreement**”), in accordance with the terms of Section 2.2(d), pursuant to which the T-Mobile SPEs shall (i) with respect to each Lease Site held by the T-Mobile SPEs, Lease the Included Property of the Lease Site to the Tower Operator and (ii) sell, convey, assign, transfer and deliver the T-Mobile SPEs’ rights to the Collocation Agreements of the MPL Sites to the Tower Operator;

H. At the Initial Closing, T-Mobile, the Tower Operator and the applicable T-Mobile Collocators shall enter into a master leaseback agreement for the MPL Sites (the “**MPL Site MLA**”), substantially in the form attached as Exhibit D, in accordance with Section 2.2(h), pursuant to which the Tower Operator shall (i) sublease to the applicable T-Mobile Collocators the T-Mobile Collocation Space at the Lease Sites and (ii) reserve and make the T-Mobile Collocation Space available for the exclusive use and possession of the applicable T-Mobile Collocators (subject to certain incidental rights) at each Managed MPL Site until such time as such Managed MPL Site becomes a Lease Site;

I. At the Initial Closing, T-Mobile, the Sale Site Subsidiaries and the applicable T-Mobile Collocators shall enter into a master leaseback agreement for the Sale Sites (the “**Sale Site MLA**”), substantially in the form attached as Exhibit E, in accordance with Section 2.2(h), pursuant to which the Sale Site Subsidiaries shall (i) sublease to the applicable T-Mobile Collocators the T-Mobile Collocation Space at the Assignable Sites and (ii) reserve and make the T-Mobile Collocation Space available for the exclusive use and possession of the applicable T-Mobile Collocators (subject to certain incidental rights) at each Managed Sale Site until such time as such Managed Sale Site becomes an Assignable Site; and

J. At the Initial Closing, the T-Mobile Parties, the T-Mobile SPEs, the Tower Operator and the Sale Site Subsidiaries shall enter into the Transition Services Agreement (the “**Transition Services Agreement**”), substantially in the form attached as Exhibit E, pursuant to which the T-Mobile Parties and the T-Mobile SPEs shall provide the Tower Operator and the Sale Site Subsidiaries certain services for an interim period following the Initial Closing.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 *Certain Defined Terms.* As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following respective meanings when used in this Agreement with initial capital letters.

“**Accountants**” has the meaning set forth in Section 9.1(b).

“**Accounts Payable**” means all Liabilities arising out of the operation, use or occupancy of the Included Property of any Site in the ordinary course of business that would be shown as current accounts payable on a combined balance sheet for the Sites, prepared in accordance with GAAP, as of immediately prior to the Applicable Closing Date. “Accounts Payable” does not include (i) Liabilities which any Party to this Agreement or any party to any Collateral Agreement has agreed to pay or perform pursuant to this Agreement (other than Section 2.9) or such Collateral Agreement or (ii) payables and expenses in respect of events and for periods and portions thereof on and subsequent to the Applicable Closing Date.

“**Accounts Receivable**” means all receivables arising out of the operation, use or occupancy of the Included Property of any Site in the ordinary course of business that would be shown as current accounts receivable on a combined balance sheet for the Sites, prepared in accordance with GAAP, as of immediately prior to the Applicable Closing Date.

“**Action**” has the meaning set forth in Section 14.12.

“**Affiliate**” (and, with a correlative meaning, “**Affiliated**”) means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person. As used in this definition, “control” means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

“**Aggregate Deferred Managed Site Consideration**” means, at any time of determination, the aggregate amount of Deferred Managed Site Consideration paid by Crown or the Tower Operator to the T-Mobile Parties or the T-Mobile SPEs with respect to all Managed Sites that have been converted to Lease Sites or Assignable Sites, as applicable, and for which a Technical Closing has occurred on or prior to such time of determination.

“**Agreement**” has the meaning set forth in the preamble and shall include, except where the context otherwise requires, all of the attached Schedules and Exhibits and the T-Mobile Disclosure Letter and the Crown Disclosure Letter.

“**Antitrust Laws**” means the HSR Act or any other antitrust, competition or trade regulatory Laws.

“Applicable Closing” means (i) with respect to all Sites other than the CA/NV Sites, the Initial Closing, and (ii) with respect to the CA/NV Sites, (a) the Initial Closing if the CA/NV Inclusion occurs at the Initial Closing or (b) the CA/NV Subsequent Closing if the CA/NV Inclusion occurs at the CA/NV Subsequent Closing.

“Applicable Closing Date” means (i) with respect to all Sites other than the CA/NV Sites, the Initial Closing Date, and (ii) with respect to the CA/NV Sites, (a) if the CA/NV Inclusion occurs at the Initial Closing, the Initial Closing Date or (b) if the CA/NV Inclusion does not occur at the Initial Closing but occurs at the CA/NV Subsequent Closing, the CA/NV Subsequent Closing Date.

“Assignable Site” has the meaning set forth in [Section 4.1\(c\)](#).

“Assignment Exception” means, with respect to any Sale Site, any Authorization that must be obtained or satisfied in order for (i) the applicable T-Mobile Contributor to (a) contribute, convey, assign, transfer or deliver the Included Property or the related Collocation Agreements of such Sale Site to the applicable Sale Site Subsidiary or (b) sell, convey, assign, transfer or deliver all Sale Site Subsidiary Interests to Crown, (ii) any Sale Site Subsidiary to contribute, convey, assign, transfer or deliver the Included Property or the related Collocation Agreements of such Sale Site to Crown or any Affiliate of Crown or (iii) Crown to contribute, convey, assign, transfer or deliver any Sale Site Subsidiary Interests to any Affiliate of Crown, in each case without breach of Law or contract.

“Auction” has the meaning set forth in [Section 9.12\(a\)](#).

“Authorization” means, with respect to any Site, each consent, approval or waiver from, or a notice to or filing with, any Governmental Authority or other Person (including, if applicable, the Ground Lessor under the Ground Lease for such Site), if any, required in order to consummate the transactions contemplated by this Agreement.

“Available Space,” as to any Site, has the meaning set forth in the MPL Site MLA or the Sale Site MLA, as applicable.

“Bankruptcy” means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor’s rights or remedies in respect of payment upon a breach or default in respect of any obligation.

“CA/NV Closing Condition” means the closing condition, applicable only to the CA/NV Sites, set forth in [Section 10.5](#) (with respect to the Initial Closing) or [Section 2.6\(b\)\(ii\)](#) (with respect to the CA/NV Subsequent Closing).

“CA/NV Consent and Acknowledgement” means a consent and acknowledgment from the CA/NV Counterparty which shall contain the CA/NV Counterparty’s agreement and consent to, and acknowledgment and confirmation of, the matters set forth on [Schedule 1](#).

“CA/NV Counterparty” means the Ground Lessor under the CA/NV Master Lease, together with its successors and assigns.

“CA/NV Final Date” means the date that is 180 days after the date of this Agreement.

“CA/NV Ground Lease” means the ground lease, sublease, easement, license or other agreement pursuant to which the CA/NV Counterparty or the applicable T-Mobile Contributor holds its leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in the CA/NV Sites.

“CA/NV Inclusion” means the satisfaction or waiver of the CA/NV Closing Condition and the inclusion of the CA/NV Sites in the transactions contemplated by this Agreement at the Applicable Closing Date for the CA/NV Sites.

“CA/NV Master Lease” means that certain Lease and Sublease, dated December 14, 2000, by and between SBC Tower Holdings LLC, as landlord, and T-Mobile West LLC (as successor in interest to the original tenant under such lease), as tenant, as amended, modified or supplemented from time to time.

“CA/NV Site Agreements” has the meaning set forth in Section 5.19.

“CA/NV Sites” means the Sale Sites set forth in Part A of Schedule 5 as “CA/NV Sites”, including the Included Property related thereto, other than any such sites designated following the Signing Date as Excluded Sites in accordance with the terms of this Agreement (in each case from and after the date of such designation).

“CA/NV Subsequent Closing” has the meaning set forth in Section 2.6(b).

“CA/NV Subsequent Closing Date” has the meaning set forth in Section 2.6(b).

“Casualty Site” means a Portfolio Site with respect to which (i) a casualty, condemnation or other taking, foreclosure, deed in lieu of foreclosure or similar proceeding involving a Lien or Ground Lessor Mortgage has occurred prior to the Applicable Closing Date that renders the Tower on such Site unusable as a communications tower or that otherwise materially impairs the value of such Site or (ii) a notice of condemnation or other taking, foreclosure, deed in lieu of foreclosure or similar proceeding involving a Lien or Ground Lessor Mortgage that is reasonably likely to render the Tower on such Site unusable as a communications tower or otherwise materially impair the value of such Site has been received prior to the Applicable Closing Date.

“Claims” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys’ and accountants’ fees and expenses).

“Closing” means the Initial Closing, the CA/NV Subsequent Closing, a Conversion Closing or a Technical Closing.

“Closing Assignable Site Price” means an amount for each Assignable Site equal to the product of (i) the Closing Total TCF for such Assignable Site multiplied by (ii) the TCF Multiple.

“Closing Date” means the date on which a Closing occurs.

“Closing Lease Site Rent” has the meaning set forth in Section 3.2(a).

“Closing Managed Site Consideration” has the meaning set forth in Section 3.2(c).

“Closing Total Consideration” means the sum of (i) the Closing Lease Site Rent for all Lease Sites, plus (ii) the Closing Assignable Site Price for all Assignable Sites, plus (iii) the Closing Managed Site Consideration for all Managed Sites.

“Closing Total TCF” means, with respect to each Portfolio Site, the sum of (i) the TCF for such Portfolio Site, as set forth on the Site List, plus (ii) the Supplemental TCF for such Portfolio Site, as set forth on the Updated Site List.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collateral Agreements” means the following documents: (i) the MPL, (ii) the MLAs, (iii) the Site Lease Agreements and Memoranda of Site Lease Agreements, (iv) the Tower Operator General Assignment and Assumption Agreement, (v) Management Agreement, (vi) the Transition Services Agreement, (vii) the Paying Agent Agreement, (viii) the T-Mobile Internal Transfers Agreement, (ix) the T-Mobile SPE Separateness Agreements and (x) any other agreements, certificates and documents entered into in connection with the transactions contemplated by this Agreement or the Collateral Agreements.

“Collocation Agreement” means an agreement (other than the MPL) pursuant to which a T-Mobile Party or a T-Mobile SPE (or any Affiliate thereof), as lessor, sublessor, licensor or sublicensor, rents space to a third party at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties and side letters related thereto.

“Collocation Operations” means the operations of the T-Mobile Contributors and their respective Affiliates of (i) marketing available capacity at any Site to wireless communications services providers, (ii) administering the Collocation Agreements (including any Master Collocation Agreements) with such wireless communications services providers and (iii) managing the use and occupancy of the Sites by the T-Mobile Contributors and their respective Affiliates and the Tower Subtenants.

“Communications Equipment” means, as to any Site, all equipment and other equipment installed at (i) the T-Mobile Collocation Space and (ii) any other portion of the Site with respect to a Tower Subtenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such “Communications Equipment” shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

“**Competing Transaction**” has the meaning set forth in Section 9.12(a).

“**Confidentiality Agreement**” means the Non-Disclosure Agreement dated April 17, 2012, between T-Mobile and Crown Castle International LLC.

“**Confirmatory Assignments**” has the meaning set forth in Section 2.8(c).

“**Contributable Site**” has the meaning set forth in Section 4.1(a).

“**Contribution Exception**” means, with respect to any MPL Site, any Authorization that must be obtained or satisfied in order for the applicable T-Mobile Contributor to contribute, convey, assign, transfer and deliver the Included Property and the related Collocation Agreements of such MPL Site to the applicable T-Mobile SPE without breach of Law or contract.

“**Conversion Closing**” has the meaning set forth in Section 2.6(c).

“**Conversion Closing Date**” means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred under Section 2.6(c).

“**Corrective Assignment**” has the meaning set forth in Section 2.8(d).

“**Crown**” has the meaning set forth in the preamble.

“**Crown Disclosure Letter**” means the disclosure letter delivered by Crown to the T-Mobile Parties prior to the execution and delivery of this Agreement.

“**Crown Indemnified Parties**” means Crown, the Tower Operator and the Sale Site Subsidiaries (after the Initial Closing), and each of their respective Affiliates, together with their respective members, managers and Representatives.

“**Crown Proposed Site Designation**” has the meaning set forth in Section 3.3(a).

“**Crown Proposed TCF**” has the meaning set forth in Section 3.3(a).

“**Crown Site Report**” has the meaning set forth in Section 3.3(a).

“**Damaged Site**” has the meaning set forth in Section 4.6(b).

“**Deferred Managed Site Consideration**” means, with respect to each Managed Site, an amount equal to 10% of the product of (i) (a) prior to the determination of the Final Total TCF for such Site in accordance with Section 3.3, the Closing Total TCF for such Site, and (b) after the determination of the Final Total TCF for such Site, the Final Total TCF for such Site, multiplied by (ii) the TCF Multiple.

“**De Minimis Claim**” has the meaning set forth in Section 12.5(a).

“**Environmental Law**” means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

“Equipment” means all physical assets (other than real property and interests in real property) located at the applicable Site on, in or attached to the Land, Improvements or Towers. With respect to any item of or interest in real property at any Site, any fixture (other than Towers) attached to that real property is “Equipment” related thereto. “Equipment” does not include any intellectual property or intangible rights or Excluded Equipment.

“Exception” means a Contribution Exception, Leasing Exception or Assignment Exception.

“Excluded Assets” means the following:

- (i) all Excluded Equipment and Excluded Sites;
- (ii) any of the T-Mobile Contributors’ or the T-Mobile SPEs’ right, title or interest in, to and under the Land, other than any fee, leasehold or other interest in such Land granted or transferred to the Tower Operator pursuant to the MPL or the Sale Site Subsidiaries pursuant to this Agreement and the Collateral Agreements;
- (iii) except as otherwise expressly provided in this Agreement (including with respect to any Governmental Approvals constituting Tower Related Assets), any and all licenses granted by the FCC or any other Governmental Authority to the T-Mobile Contributors or their respective Affiliates;
- (iv) any Accounts Receivable or other receivables of the T-Mobile Contributors, the T-Mobile SPEs or the Sale Site Subsidiaries or their respective Affiliates under any Collocation Agreement accruing as to periods ending prior to the Applicable Closing Date (for the avoidance of doubt, the foregoing shall not include any receivables or revenue (including site rental revenue, collocation revenue and prepaid rent) relating to or for events and periods and portions thereof on and subsequent to the Applicable Closing Date);
- (v) any intellectual property of the T-Mobile Contributors, the T-Mobile SPEs or the Sale Site Subsidiaries or their respective Affiliates;
- (vi) any condemnation or eminent domain proceeds with respect to a taking of any Excluded Site;
- (vii) any Tower Bonds;

- (viii) except as otherwise expressly provided in this Agreement, any cash, cash equivalents or marketable securities and all rights to any bank accounts of the T-Mobile Contributors or the T-Mobile SPEs or their respective Affiliates;
- (ix) any Claims of T-Mobile and its Affiliates in respect of any Excluded Asset or Excluded Liability, including Claims against SMS, Michael Flynn or Cingular Wireless, LLC, its Affiliates or any other Person in connection with the SMS Litigation;
- (x) any rights to refunds or credits of Taxes relating to the periods before the Applicable Closing Date or with respect to which T-Mobile or its Affiliates have made any payments, in each case to the extent the Taxes have not been indemnified by Crown or Tower Operator; and
- (xi) for the avoidance of doubt, the SMS Dispute Sites and applicable Tower Related Assets and Collocation Agreements.

“Excluded Equipment” means (i) any Equipment located at any Site as of the Applicable Closing Date used in connection with the occupancy of and operations at the T-Mobile Collocation Space by the T-Mobile Contributors or any of their respective Affiliates pursuant to the MLAs, including all of the Equipment described on the attached Schedule 2, other than any such Equipment actively used by the T-Mobile Contributors exclusively in connection with the operation or maintenance of the Towers on the Applicable Closing Date (and not in connection with any of their other businesses or as support for any of their Communications Equipment on the Towers) and (ii) any Equipment belonging to Tower Subtenants or any other third Person, including any contractor.

“Excluded Liabilities” means all Liabilities of the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries or any of their respective Affiliates, other than Post-Closing Liabilities. “Excluded Liabilities” shall include the following: (i) any Liability of the T-Mobile Parties or the T-Mobile SPEs or any of their respective Affiliates to their employees in their capacity as employers or under any employee benefits or similar plans; (ii) any Liability based upon, resulting from, related to or arising out of (a) any Excluded Asset, the ownership of any Excluded Asset or the realization of the benefits of any Excluded Asset, (b) the operation, use or occupancy by the T-Mobile Parties or the T-Mobile SPEs or any of their respective Affiliates of any properties or assets other than the Included Property of the Sites or the conduct by the T-Mobile Parties or T-Mobile SPEs or any of their respective Affiliates of any business or operations other than the operation, use or occupancy of the Included Property of the Sites or (c) the SMS Litigation; (iii) T-Mobile’s Share of Transaction Revenue Sharing Payments; (iv) any indebtedness of any T-Mobile Party or any T-Mobile SPE or any of their respective Affiliates; (v) any Liability for any fees or expenses incurred by any T-Mobile Party or T-Mobile SPE or any of their respective Affiliates (including the fees and expenses of legal counsel, any accountant, auditor, broker, financial advisor or consultant retained by them or on their behalf) in connection with the preparation, negotiation, execution and delivery of this Agreement or the Collateral Agreements or the transactions contemplated hereby or thereby; (vi) any Accounts Payable; and (vii) except as otherwise expressly provided in this Agreement, the MPL and the MLAs, any Taxes of any T-Mobile Party or T-Mobile SPE or any of their respective Affiliates.

“Excluded Site” means, at any time of determination, any Portfolio Site designated as an “Excluded Site” in accordance with the terms of this Agreement.

“Excluded Site Collocation Payments” means, with respect to any Site that is re-designated as an Excluded Site in accordance with this Agreement, any amounts paid to or received by Crown, the Tower Operator or any Sale Site Subsidiary from and after the Applicable Closing Date (and which are not subject to refund or risk of loss or forfeiture) with respect to such Site (including any payments received by Crown, the Tower Operator or any Sale Site Subsidiary from and after the Applicable Closing Date under any Collocation Agreement or the MLA for such Site).

“FCC” means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

“Final Assignable Site Price” means an amount for each Assignable Site equal to the product of (i) the Final Total TCF for such Assignable Site multiplied by (ii) the TCF Multiple.

“Final Closing Date” has the meaning set forth in Section 2.7(e).

“Final Lease Site Rent” means an amount for each Lease Site equal to the product of (i) the Final Total TCF for such Lease Site multiplied by (ii) the TCF Multiple.

“Final Managed Site Consideration” means an amount for each Managed Site equal to (i) 90% of (ii) the product of (x) the Final Total TCF for such Managed Site multiplied by (y) the TCF Multiple.

“Final Payment Date” has the meaning set forth in Section 3.4(a).

“Final Site Designation” means, with respect to each Portfolio Site, the Site Designation of such Portfolio Site as determined in accordance with Section 3.3 or, if applicable, Section 4.4(b).

“Final Total Consideration” means the sum of (i) the Final Lease Site Rent for all Lease Sites, plus (ii) the Final Assignable Site Price for all Assignable Sites, plus (iii) the Final Managed Site Consideration for all Managed Sites less (iv) if the CA/NV Inclusion occurs at the CA/NV Subsequent Closing Date, \$100,000,000.

“Final Total TCF” means, with respect to each Portfolio Site, the Final Total TCF as determined in accordance with Section 3.3.

“FIRPTA Certificate” has the meaning set forth in Section 10.3(c)(vi).

“GAAP” means generally accepted accounting principles in the United States, consistently applied.

“Governmental Approvals” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

“Governmental Authority” means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

“Ground Lease” means, (i) as to any Leased Site other than a CA/NV Site, the ground lease, sublease or any easement, license or other agreement pursuant to which a T-Mobile Contributor, a T-Mobile SPE or a Sale Site Subsidiary holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto or (ii) as to each CA/NV Site, both the CA/NV Master Lease and the CA/NV Ground Lease.

“Ground Lessor” means, as to any Leased Site, the “lessor”, “sublessor”, “landlord”, “licensor”, “sublicensor” or similar Person under the related Ground Lease.

“Ground Lessor Estoppel” means, (i) with respect to a Ground Lease other than the CA/NV Master Lease, an estoppel agreement from the Ground Lessor thereunder, for the benefit of the Tower Operator, its successors and assigns, in form and substance reasonably satisfactory to Crown and the Tower Operator; provided that with respect to any Site in respect of which (a) the T-Mobile Contributors have been given notice that Unison Site Management, LLC, Wireless Capital Partners, LLC, Capital Communications Group, LLC, the respective Affiliates of such Persons or any other Person in a similar wireless communications site acquisition business (each, a **“Lease Buyout Firm”**) has acquired an interest in or assignment of the ground rent payable under a Ground Lease with respect to such Site (but not the fee simple interest of the related Ground Lessor in such Site) and (b) the T-Mobile Contributors have made ground rent payments under such Ground Lease with respect to such Site to such Lease Buyout Firm, such Lease Buyout Firm shall be deemed the sole Ground Lessor under the Ground Lease for purposes of obtaining a Ground Lessor Estoppel and (ii) with respect to the CA/NV Master Lease, the CA/NV Consent and Acknowledgement.

“Ground Lessor Mortgage” means any mortgage, deed of trust or similar Lien encumbering the interest of a Ground Lessor that is superior to the interest of a T-Mobile Contributor in a Leased Site and that exists prior to the Applicable Closing Date.

“Hazardous Material” means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Improvements,” as to any Site, has the meaning set forth in the MPL.

“Included Collocation Agreements” means all Collocation Agreements entered into prior to and in effect as of the Signing Date under which the unconditional obligation to pay regular recurring rent (determined as of the Initial Closing Date) begins prior to the six-month anniversary of the Initial Closing Date (it being understood and agreed that such Included Collocation Agreements may contain customary conditions that are contained in customary collocation agreements so long as the satisfaction of such conditions is solely under the control of the lessor thereunder and are likely to be satisfied in a timely manner prior to the date such regular recurring rent is to be paid).

“Included Property” means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Equipment, Improvements (excluding T-Mobile Improvements and any Tower Subtenant’s Improvements) and the Tower Related Assets with respect to such Site.

“Included Supplemental Collocation Agreements” means all Supplemental Collocation Agreements under which the unconditional obligation to pay regular recurring rent (determined as of the Initial Closing Date) begins prior to the six-month anniversary of the Initial Closing Date (it being understood and agreed that such Included Supplemental Collocation Agreements may contain customary conditions that are contained in customary collocation agreements so long as the satisfaction of such conditions is solely under the control of the lessor thereunder and are likely to be satisfied in a timely manner prior to the date such regular recurring rent is to be paid).

“Indemnified Party” has the meaning set forth in [Section 12.3\(a\)](#).

“Indemnifying Party” has the meaning set forth in [Section 12.3\(a\)](#).

“Indemnity Period” means the period during which a claim for indemnification may be asserted pursuant to [Article 12](#) by an Indemnified Party.

“Independent Managers” means, with respect to each T-Mobile SPE, the Independent Manager or Managers as defined in the T-Mobile SPE LLC Agreement for such T-Mobile SPE.

“Initial Closing” has the meaning set forth in [Section 2.6\(a\)](#).

“Initial Closing Date” means the date on which the Initial Closing occurs.

“Interest Rate” has the meaning set forth in [Section 3.4\(a\)](#).

“Joinder Agreement” means a Joinder Agreement, in substantially the form attached as [Exhibit G](#), to be executed by each T-Mobile SPE, each Sale Site Subsidiary and the Tower Operator at the Initial Closing, pursuant to which each T-Mobile SPE, each Sale Site Subsidiary and the Tower Operator shall agree to become bound by the terms and conditions of this Agreement.

“**Land**” means the Owned Sites Land and the Leased Sites Land.

“**Law**” means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

“**Laws Related to Electromagnetic Radiation**” means all Laws (including FCC guidelines and safety limits related thereto) related to radio frequency emissions, microwave emissions or any other type of electromagnetic radiation.

“**Lease**” means (i) with respect to the Included Property of a Site (other than any Tower Related Assets), the act of leasing, subleasing or otherwise granting to the Tower Operator by the applicable T-Mobile SPE the right to use such Included Property and (ii) with respect to any Tower Related Assets related to a Site, the act of assigning or otherwise granting to the Tower Operator by the applicable T-Mobile SPE the right to use such Tower Related Assets, in each case pursuant to the MPL or the Management Agreement, as applicable.

“**Leased Sites**” means all Sites that are not Owned Sites, including all the MPL Sites, the CA/NV Sites and the other Sale Sites set forth in Part B of Schedule 5 as “Leased Sites”, including the Included Property related thereto.

“**Leased Sites Land**” means the tracts, pieces or parcels of land leased from the Ground Lessor by the T-Mobile Contributors, the T-Mobile SPEs or the Sale Site Subsidiaries on which Towers are located, together with all easements, rights of way and other rights appurtenant thereto.

“**Lease Site**” has the meaning set forth in Section 4.1(b).

“**Leasing Exception**” means, with respect to any MPL Site, any Authorization that must be obtained or satisfied in order for a T-Mobile SPE to Lease the Included Property and assign the Collocation Agreements of such MPL Site to the Tower Operator, in each case without breach of Law or contract.

“**Legal Action**” means, with respect to any Person, any and all litigation or legal or other pending actions, arbitrations, claims, investigations, proceedings (including condemnation proceedings) at Law or in equity, whether or not purported to be brought on behalf of such Person, affecting such Person or any of such Person’s business, property or assets.

“**Liabilities**” means, with respect to any Person, any and all debts (including interest thereon and any prepayment penalties applicable thereto), obligations, liabilities and Claims, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising (including whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP to be reflected in such Person’s consolidated financial statements or disclosed in the notes thereto.

“**Liens**” means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

“Managed MPL Site” means, at any time of determination, any MPL Site that is a Non-Contributable Site or a Pre-Lease Site.

“Managed Sale Site” means, at any time of determination, any Sale Site that is a Non-Assignable Site.

“Managed Site” means a Managed MPL Site or a Managed Sale Site.

“Management Agreement” has the meaning set forth in the recitals.

“Master Collocation Agreement” means a Collocation Agreement that permits a Tower Subtenant to occupy space (including on a Tower) at more than one site, which may include sites that are not the subject of the transaction contemplated by this Agreement or the Collateral Agreements.

“Material Adverse Effect” means any state of facts, change, effect, condition, development, event or occurrence that is materially adverse to the assets, financial condition or results of operations of the Included Property of the Sites, taken as a whole, except to the extent resulting from or relating to (i) changes to the wireless communications industry in the United States generally or the communications tower ownership, operation, leasing, management and construction business in the United States generally, (ii) the announcement or disclosure of the transactions contemplated by this Agreement, (iii) general economic, regulatory or political conditions in the United States or changes or developments in the financial or securities markets, (iv) changes in GAAP or their application, (v) acts of war, military action, armed hostilities or acts of terrorism, (vi) changes in Law, or (vii) the taking of any action by any Person which is required to be taken pursuant to the terms of this Agreement, unless any of the facts, changes, effects, conditions, developments or occurrences set forth in clauses (i), (iii) or (v) hereof disproportionately impacts or affects the Included Property of the Sites, taken as a whole, as compared to other similar portfolios of communications towers.

“Material Agreement” means each Ground Lease, Collocation Agreement and each other material agreement to which any T-Mobile Party, any T-Mobile SPE or any Sale Site Subsidiary or any of their respective Affiliates is a party relating to the Sites or the Included Property, including, in each case, all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

“Material Site Non-Compliance Issue” means a Site where a Party has received written notice from a Governmental Authority that such Site was not constructed in compliance with the National Environmental Policy Act of 1970 (“**NEPA**”) or the National Historic Preservation Act of 1966 (“**NHPA**”) and, as of the date of such notice, such Site is in material non-compliance with NEPA or NHPA, and the reasonably anticipated cost of remedying such non-compliance exceeds \$250,000 per Site.

“Material Site Title Issue” means (i) with respect to any Leased Site, that none of the T-Mobile Contributors or the T-Mobile SPEs holds a leasehold interest in such Site or an easement, license, permit or similar agreement to operate such Site or such other possessory interest in such Site or (ii) with respect to any Owned Site, that none of the T-Mobile Contributors or the Sale Site Subsidiaries holds a fee simple interest in such Site.

“Membership Interest Assignment and Assumption Agreement” has the meaning set forth in Section 2.2(d).

“Memorandum of Site Lease Agreement” means, as to any Site, a Memorandum of Site Lease Agreement in substantially the form attached to the MLAs.

“Minimum Contributable Site and Assignable Site Closing Condition” means that the aggregate TCF, as set forth on the Site List, and the aggregate Supplemental TCF, as set forth on the Updated Site List, for all Contributable Sites and Assignable Sites is at least equal to the Target Contributable Site and Assignable Site TCF; provided, however, that (i) solely for purposes of Section 10.4, if the CA/NV Inclusion does not occur at the Initial Closing, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining whether the Minimum Contributable Site and Assignable Site Closing Condition has been satisfied as of the Initial Closing Date and (ii) if the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied at time of such occurrence, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining whether the Minimum Contributable Site and Assignable Site Closing Condition has been satisfied at such time.

“Minimum Lease Site and Assignable Site Closing Condition” means that the aggregate TCF, as set forth on the Site List, and the aggregate Supplemental TCF, as set forth on the Updated Site List, is at least equal to the Target Lease Site and Assignable Site TCF; provided, however, that (i) solely for purposes of Section 10.4, if the CA/NV Inclusion does not occur at the Initial Closing, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining whether the Minimum Lease Site and Assignable Site Closing Condition has been satisfied as of the Initial Closing Date and (ii) if the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied at time of such occurrence, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining whether the Minimum Lease Site and Assignable Site Closing Condition has been satisfied at such time.

“MLAs” means the MPL Site MLA and Sale Site MLA.

“MPL” has the meaning set forth in the recitals.

“MPL Site MLA” has the meaning set forth in the recitals.

“MPL Sites” means the Portfolio Sites set forth in Schedule 3, including the Included Property related thereto, other than any such sites designated following the Signing Date as Excluded Sites in accordance with the terms of this Agreement (in each case from and after the date of such designation) and any MPL Sites that are designated as “Sale Sites” in accordance with Section 4.8.

“Multiple Site Ground Lease” means any Ground Lease applicable to multiple Towers, where at least one of those Towers is located on a Site and at least one of the Towers is not located on a Site.

“Names” means, collectively, all names, marks, trade names and trademarks, whether or not registered.

“Non-Assignable Site” means any Sale Site that (i) is not an Assignable Site or (ii) is deemed not to be an Assignable Site in accordance with Section 4.5. If the CA/NV Closing Condition is not satisfied and Crown does not designate the CA/NV Sites as Excluded Sites under this Agreement, each CA/NV Site shall be deemed, subject to the terms and conditions of this Agreement, to be a Non-Assignable Site until the CA/NV Consent and Acknowledgement has been received by Crown and all other Assignments Exceptions applicable to such CA/NV Site have been cured.

“Non-Compliant Site” means a Portfolio Site that is subject to a Material Site Non-Compliance Issue or a Material Site Title Issue.

“Non-Contributable Site” means any MPL Site that (i) is not a Contributable Site or (ii) is deemed not to be a Contributable Site in accordance with Section 4.5.

“Non-Disturbance Agreement” means, as to a Ground Lease for a Site that is subject to a Ground Lessor Mortgage, a non-disturbance agreement from the lender with respect to such Ground Lessor Mortgage, in form and substance reasonably satisfactory to Crown, the Tower Operator and, after the Initial Closing, the Sale Site Subsidiaries.

“Non-Surviving Representations and Warranties” means the representations and warranties set forth in Section 5.3(d), Section 5.4(c), Section 5.5 (other than Section 5.5(d)), Section 5.7, Section 5.8, Section 5.11, Section 5.13, Section 7.3, Section 7.4, Section 7.5 and Section 7.7.

“Notice of Dispute” has the meaning set forth in Section 4.4(a).

“Order” means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

“Owned Sites” means the Sale Sites set forth in Part C of Schedule 5, including the Included Property related thereto.

“Owned Sites Land” means the tracts, pieces or parcels of land of Owned Sites on which Towers are located, together with all easements, rights of way and other rights appurtenant thereto.

“Parent Indemnity Agreement” has the meaning set forth in Section 2.2(k).

“Party” or **“Parties”** has the meaning set forth in the preamble.

“Paying Agent” has the meaning set forth in the recitals.

“Paying Agent Agreement” means a Paying Agent Agreement, in substantially the form attached as Exhibit H, to be executed by the T-Mobile Contributors, the T-Mobile SPEs, the Tower Operator and the Paying Agent.

“Permitted Encumbrances” means, collectively, (i) Liens in respect of property Taxes or similar assessments, governmental charges or levies that relate solely to the interests of any Ground Lessor in a Site and are not, in the aggregate for all Sites, in excess of \$10,000,000 or are not yet due and payable, (ii) Liens of landlords, laborers, shippers, carriers, warehousemen, mechanics, materialmen, repairmen and other like Liens imposed by Law that relate solely to the interests of a Ground Lessor or a Tower Subtenant in a Site and arise in the ordinary course of business and secure obligations that are not yet due and payable, (iii) any easements, rights of public utility companies, rights-of-way, covenants, conditions, licenses, restrictions, reservations of mineral rights (with surface rights being waived) or similar non-monetary encumbrances that do not impair the use or operation of the applicable Site as a communications tower facility, including the rental of such Site to Tower Subtenants, (iv) rights of tenants in possession of the applicable Site pursuant to Collocation Agreements, (v) the Ground Leases, (vi) agreements with Governmental Authorities related to the construction, use or operation of a Site, (vii) Zoning Laws and all other Laws related to the use and operation of communications towers similar to the Towers, (viii) Ground Lessor Mortgages, (ix) Collocation Agreements and (x) without limiting the foregoing, such other matters filed in the public real estate records that do not materially impair the use or operation of such Site as a communication tower facility, including the rental of such Site to Tower Subtenants.

“Person” means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

“Portfolio Sites” means the 7,180 wireless communications sites comprising T-Mobile’s entire tower portfolio set forth on Schedule 4. Any Portfolio Site will be designated either as an MPL Site, a Sale Site or an Excluded Site in accordance with this Agreement.

“Post-Closing Liabilities” means all Liabilities that relate to or arise out of or in connection with the operation, use or occupancy of the Included Property of any Site after the Applicable Closing Date, but, with respect to any MPL Site, prior to the expiration or earlier termination of the MPL, including all such payment and performance obligations due under any Ground Lease (other than T-Mobile’s Share of Transaction Revenue Sharing Payments) or Collocation Agreement after the Applicable Closing Date.

“Pre-Closing Liabilities” means all Excluded Liabilities that relate to or arise out of or in connection with the operation, use or occupancy of the Included Property of any Site prior to the Applicable Closing Date (whether or not asserted as of or prior to the Applicable Closing Date), including all such payment and performance obligations due under any Ground Lease or Collocation Agreement prior to the Applicable Closing Date. For the avoidance of doubt, the physical condition of any Site, Tower or Equipment prior to or as of the Applicable Closing Date, in and of itself, shall not be deemed to constitute a Pre-Closing Liability.

“Pre-Closing Liabilities Deductible” has the meaning set forth in Section 12.5(a).

“Pre-Lease Site” means any Contributable Site that has an unsatisfied or unaddressed Leasing Exception.

“Representations and Warranties Deductible” has the meaning set forth in Section 12.5(a).

“Representatives” means, with respect to a Person, its directors, officers, employees, attorneys, accountants, consultants, bankers, financing sources, financial advisers and any other professionals or agents acting on behalf of any such Person.

“Required Financial Statements” has the meaning set forth in Section 9.16.

“Sale Site MLA” has the meaning set forth in the recitals.

“Sale Sites” means the Portfolio Sites set forth in Schedule 4 and any MPL Sites that are designated as “Sale Sites” in accordance with Section 4.8, in each case including the Included Property relating thereto, other than any such sites designated following the Signing Date as Excluded Sites in accordance with the terms of this Agreement (in each case from and after the date of such designation).

“Sale Site Subsidiary” has the meaning set forth in the recitals.

“Sale Site Subsidiary Certificate of Formation” has the meaning set forth in Section 2.1(d).

“Sale Site Subsidiary Interests” has the meaning set forth in Section 2.2(d).

“Sale Site Subsidiary LLC Agreement” has the meaning set forth in Section 2.1(d).

“SEC” means the United States Securities and Exchange Commission.

“SEC Documents” has the meaning set forth in Section 7.5.

“Settlement Firm” means Ernst & Young LLP, or if such firm is unable or unwilling to serve as Settlement Firm, such other nationally recognized independent auditing firm (other than any accounting firms regularly engaged by Crown or the T-Mobile Parties or any of their respective Affiliates) that Crown and the T-Mobile Parties may agree upon in writing and, includes, in each case, any legal counsel hired by such firm.

“Settlement Firm Site Report” has the meaning set forth in Section 3.3(c).

“Shared Site” means a Site where the applicable T-Mobile Contributor’s interest therein is shared, as to any real property interest, with another Person who is not a T-Mobile Contributor and whose interest shall not be Leased to the Tower Operator pursuant to the MPL.

“Signing Date” has the meaning set forth in the preamble.

“Site Designation” means, with respect to any Portfolio Site, the designation of such Portfolio Site into one or more of the following categories of Sites: (i) a Lease Site, (ii) a Pre-Lease Site, (iii) a Non-Contributable Site, (iv) an Assignable Site, (v) a Non-Assignable Site, (vi) a CA/NV Site, (vii) an Excluded Site, (viii) a Special Zoning Site, (ix) a Casualty Site, (x) a Damaged Site, (xi) a Shared Site, (xii) a Non-Compliant Site subject to a Material Site Non-Compliance Issue, (xiii) a Non-Compliant Site subject to a Material Site Title Issue, (xiv) a Portfolio Site that is governed by a Multiple Site Ground Lease, (xv) a Portfolio Site that is subject to Transaction Revenue Sharing Payments or (xvi) a Portfolio Site at which space is occupied by a Tower Subtenant under a Master Collocation Agreement. Sites can have more than one designation (such as a CA/NV Site that is a Non-Assignable Site), as applicable.

“**Site Designation Pre-Closing Dispute**” has the meaning set forth in Section 4.4(a).

“**Site Lease Agreement**” means, as to any Site, a supplement to the applicable MLA, in substantially the form attached to the applicable MLA.

“**Site List**” means Schedule 6.

“**Site Non-Compliance Agreement Notice**” has the meaning set forth in Section 4.9(a).

“**Site Non-Compliance Dispute Notice**” has the meaning set forth in Section 4.9(a).

“**Site Non-Compliance Notice**” has the meaning set forth in Section 4.9(a).

“**Sites**” means the MPL Sites and the Sale Sites, but excludes any Portfolio Sites designated as Excluded Sites in accordance with the terms of this Agreement (in each case from and after the date of such designation).

“**SMS**” means, collectively, Site Management Solutions, Inc. and Site Management Services, Inc.

“**SMS Dispute Sites**” means the Sites listed on Schedule 7.

“**SMS Litigation**” means the action pending in the San Diego County Superior Court, titled Site Management Services, Inc., et al., v. Cingular Wireless, LLC, et al., and related actions, Case No. GIC852215.

“**Special Zoning Site**” means a Site that (i) received a zoning variance, exemption or other Order which permits its current use, (ii) would lose such variance, exemption or other Order if the Included Property of such Site were to be Leased to the Tower Operator or transferred to the Sale Site Subsidiaries in the manner contemplated by this Agreement, and (iii) would not lose such variance, exemption or other Order if the Included Property of such Site were retained by the T-Mobile Contributors and managed by the Tower Operator or the Sale Site Subsidiaries in accordance with the terms of the Management Agreement.

“**Specified Representations and Warranties**” means the representations and warranties set forth in Section 5.1, Section 5.2, Section 5.9, Section 5.14, Section 5.15, Section 5.19, Section 6.1, Section 6.2, Section 7.1, Section 7.2, Section 7.6, Section 7.9, Section 7.11, Section 8.1, Section 8.2 and Section 8.3.

“**Subsidiary**” of a Person means any other Person the financial condition or results of operations of which would be required by GAAP to be reflected in the consolidated financial statements of the first Person.

“**Subsequent Closing CA/NV Consideration**” means, with respect to any CA/NV Site, if the CA/NV Inclusion does not occur at the Initial Closing with respect to such CA/NV Site but occurs at the CA/NV Subsequent Closing and (i) such CA/NV Site is an Assignable Site at the CA/NV Subsequent Closing, an amount for such CA/NV Site equal to the product of (a) the Closing Total TCF for such CA/NV Site multiplied by (b) the TCF Multiple or (ii) if such CA/NV Site is a Non-Assignable Site at the CA/NV Subsequent Closing, an amount for such CA/NV Site equal to 90% of the product of (a) the Closing Total TCF for such CA/NV Site multiplied by (b) the TCF Multiple.

“**Subsequent Closing Total CA/NV Consideration**” means (a) the sum of the Subsequent Closing CA/NV Consideration for all CA/NV Sites less (b) \$100,000,000.

“**Supplemental Collocation Agreement**” means any Collocation Agreement entered into after the Signing Date and prior to the Initial Closing Date.

“**Supplemental TCF**” means, with respect to any Portfolio Site, without duplication of any amounts included in TCF for such Portfolio Site, the sum of:

(i) an amount equal to the product of 12 times the monthly rent, calculated using the monthly rent that shall be in effect and paid when such rent first becomes payable, under the Included Supplemental Collocation Agreements, if any, related to such Portfolio Site, without giving effect to any free rent provided for in such Included Supplemental Collocation Agreements; provided, however, that such amount (A) shall not include monthly rent under any Included Supplemental Collocation Agreement with respect to which notice of termination has been received or the monthly rent under any Included Collocation Agreement that has been rejected or terminated in a Bankruptcy or with respect to which a filing to reject such Included Collocation Agreement has been made in a Bankruptcy, any security deposits, prepaid rents (unless taken into income by the T-Mobile Parties or their respective Affiliates and subject to the apportionment below), amounts refundable to tenants, and tower improvement expenses collected from any tenants and amounts recorded to recognize known lease escalation amounts on a straight-line basis over the life of the related lease and (B) without duplication, shall include, in each case to the extent such amounts are to be unconditionally received after the Initial Closing Date (or to the extent Crown and the Tower Operator shall receive the benefits of, and the rights to, such receivables in accordance with Section 2.9), any monthly fees under such Included Supplemental Collocation Agreements related to reimbursement of amounts payable to landlords under the assignment and sublease provisions of the Ground Leases, any recurring utilities, maintenance and Tax reimbursements under such Included Supplemental Collocation Agreements and, in the case of prepaid rent, the apportioned amount of such prepaid rent attributable to such monthly period; minus

(ii) an amount equal to the product of 12 times the sum of (A) without duplication, an amount equal to any related increase in monthly rent under the Ground Lease for such Portfolio Site, excluding amounts recorded to recognize known lease escalation amounts on a straight-line basis over the life of the related lease, plus (B) without duplication, the amount equal to any related increase in the monthly amount payable under any revenue sharing provisions, or other provisions similar to revenue sharing provisions, under such Ground Lease, plus (C) without duplication, any related increase in the reimbursement amounts or fees payable to landlords under Included Supplemental Collocation Agreements under the assignment and sublease provisions of the Ground Leases, plus (D) without duplication, the amount equal to any related decrease in monthly revenues from other Included Collocation Agreements and Included Supplemental Collocation Agreements for such Portfolio Site.

In all cases, Supplemental TCF shall be calculated and confirmed using only: (i) this definition (and related provisions herein) and the information set forth in each Included Supplemental Collocation Agreement and Ground Lease for the Portfolio Sites, and (ii) the amounts, rates and terms in effect when the regularly scheduled monthly rent first becomes payable under any given Included Supplemental Collocation Agreement. To the extent that rent is paid or payable on an other-than-monthly basis, rent for the month shall include an apportioned amount of such rent attributable to such month.

“Supplemental TCF Cap” means an amount equal to the sum of (i) the product of (a) \$33,333 multiplied by (b) the actual number of calendar days elapsed between the Signing Date and the Initial Closing Date plus (ii) the product of (y) 12 multiplied by (z) the monthly rent under any Included Collocation Agreements with respect to which a notice of termination has been received after the Signing Date; provided that in no event shall the Supplemental TCF Cap exceed \$3,500,000 in the aggregate.

“Target Contributable Site and Assignable Site TCF” means an amount equal to 95% of the aggregate TCF, as set forth on the Site List, and Supplemental TCF, as set forth on the Updated Site List, for all Portfolio Sites; provided, however, that (i) solely for purposes of Section 10.4, if the CA/NV Inclusion does not occur at the Initial Closing, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining the Target Contributable Site and Assignable Site TCF and (ii) if the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied at time of such occurrence, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining the Target Contributable Site and Assignable Site TCF.

“Target Date” means November 30, 2012.

“Target Lease Site and Assignable Site TCF” means an amount equal to 80% of the aggregate TCF, as set forth on the Site List, and Supplemental TCF, as set forth on the Updated Site List, for all Portfolio Sites; provided, however, that (i) solely for purposes of Section 10.4, if the CA/NV Inclusion does not occur at the Initial Closing, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining the Target Lease Site and Assignable Site TCF and (ii) if the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied at time of such occurrence, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of determining the Target Lease Site and Assignable Site TCF.

“**Tax**” means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

“**Taxing Authority**” means any Governmental Authority responsible for the imposition or administration of any Tax.

“**Tax Return**” means any return, report, statement, schedule, estimate, claim for refund or other document filed or required to be filed with any Taxing Authority (including any amendment thereof or attachment thereto).

“**TCF**” means, with respect to any Portfolio Site, the sum of:

(i) an amount equal to the product of 12 times the monthly rent, calculated using the monthly rent that is in effect as of the Initial Closing Date, under the Included Collocation Agreements (other than Included Supplemental Collocation Agreements) related to such Portfolio Site, without giving effect to any free rent provided for in such Included Collocation Agreements; provided, however, that such amount (A) shall not include monthly rent under any Included Collocation Agreement with respect to which notice of termination has been received or the monthly rent under any Included Supplemental Collocation Agreement that has been rejected or terminated in a Bankruptcy or with respect to which a filing to reject such Included Supplemental Collocation Agreement has been made in a Bankruptcy, any security deposits, prepaid rents (unless taken into income by the T-Mobile Parties or their respective Affiliates and subject to the apportionment below), amounts refundable to tenants, and tower improvement expenses collected from any tenants and amounts recorded to recognize known lease escalation amounts on a straight-line basis over the life of the related lease and (B) without duplication, shall include, in each case to the extent such amounts are to be unconditionally received after the Initial Closing Date (or to the extent Crown and the Tower Operator shall receive the benefits of, and the rights to, such receivables in accordance with Section 2.9), any monthly fees under such Included Collocation Agreements related to reimbursement of amounts payable to landlords under the assignment and sublease provisions of the Ground Leases, any recurring utilities, maintenance and Tax reimbursements under such Included Collocation Agreements and, in the case of prepaid rent, the apportioned amount of such prepaid rent attributable to such monthly period; minus

(ii) an amount equal to the product of 12 times the sum of (A) the aggregate monthly amount of rent under the Ground Lease for such Portfolio Site, calculated using the rent that is in effect as of the Initial Closing Date, excluding amounts recorded to recognize known lease escalation amounts on a straight-line basis over the life of the related lease, plus (B) without duplication, the monthly amount payable under any revenue sharing provisions, or other provisions similar to revenue sharing provisions, under such Ground Lease (excluding any such amount to the extent it constitutes part of T-Mobile's Share of Transaction Revenue Sharing Payments), plus (C) without duplication, any reimbursement amounts or fees payable to landlords under Included Collocation Agreements under the assignment and sublease provisions of the Ground Leases, plus (D) \$230, which is the agreed upon amount of the maintenance, utilities, Taxes and other similar monthly costs and expenses related to each Portfolio Site for purposes of this Agreement; plus

(iii) \$22,200.

In all cases, TCF shall be calculated and confirmed using only: (i) this definition (and related provisions herein) and the information set forth in each Included Collocation Agreement and Ground Lease for the Portfolio Sites, and (ii) the amounts, rates and terms in effect as of the Initial Closing Date (or, if the date when the regularly scheduled monthly rent first becomes payable pursuant to the terms of an Included Collocation Agreement is after the Initial Closing Date, such date). To the extent that rent is paid or payable on an other-than-monthly basis, rent for the month shall include an apportioned amount of such rent attributable to such month.

"TCF Multiple" means 20.4.

"Technical Closing" has the meaning set forth in Section 2.6(c).

"Technical Closing Date" means, as to each Technical Closing, the date on which such Technical Closing occurs.

"Term," as to any Site, has the meaning set forth in the MPL.

"Termination Fee" has the meaning set forth in Section 13.3(a).

"Third-Party Claim" has the meaning set forth in Section 12.3(a).

"Title Company" means one or more national title insurance companies (or agents thereof) reasonably designated by Crown.

"Title Policies" has the meaning set forth in Section 9.9.

"T-Mobile" has the meaning set forth in the preamble.

"T-Mobile Collocation Space" has the meaning set forth in the MLAs.

"T-Mobile Collocator" has the meaning set forth in the MLAs.

“T-Mobile Contributor(s)” has the meaning set forth in the preamble.

“T-Mobile Disclosure Letter” means the disclosure letter delivered by the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries to Crown prior to the execution and delivery of this Agreement.

“T-Mobile Improvements,” as to any Site, has the meaning set forth in the MPL (as if “Site” therein has the meaning set forth in this Agreement).

“T-Mobile Indemnified Parties” means the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries (prior to the Initial Closing) and each of their respective Affiliates, together with their respective members, managers and Representatives.

“T-Mobile Internal Transfers Agreement” means the T-Mobile Internal Transfers Agreement, substantially in the form attached as Exhibit I.

“T-Mobile Parties” has the meaning set forth in the preamble.

“T-Mobile SPE(s)” has the meaning set forth in the recitals.

“T-Mobile SPE Certificate of Formation” has the meaning set forth in Section 2.1(a).

“T-Mobile SPE Interests” means the issued and outstanding limited liability company membership interests in the T-Mobile SPEs.

“T-Mobile SPE LLC Agreement” has the meaning set forth in Section 2.1(a).

“T-Mobile SPE Separateness Agreement” has the meaning set forth in Section 2.1(a).

“T-Mobile’s Share of Transaction Revenue Sharing Payments” means all Transaction Revenue Sharing Payments other than Tower Operator Share of Transaction Revenue Sharing Payments.

“to Crown’s knowledge” means all facts actually known by any of those individuals set forth in Section 1 of the Crown Disclosure Letter.

“to the T-Mobile Parties’ knowledge” means all facts actually known by any of those individuals set forth in Section 1 of the T-Mobile Disclosure Letter.

“Tower” or **“Towers”** means a communications tower on a Site.

“Tower Bonds” means, collectively, any bonds, letters of credit, deposits or other security interests relating to the removal of a Tower from a Portfolio Site.

“Tower Liability” means a condition resulting in (i) a Claim at a single Site of more than \$50,000 or (ii) Claims at one or more Sites of more than \$10,000,000.

“Tower Operator” has the meaning set forth in the recitals.

“Tower Operator General Assignment and Assumption Agreement” has the meaning set forth in the recitals.

“Tower Operator Interests” means the issued and outstanding limited liability company membership interests in the Tower Operator.

“Tower Operator Material Adverse Effect” means any state of facts, change, effect, condition, development, event or occurrence that is materially adverse to the assets, financial condition or results of operations of Crown and its Subsidiaries, taken as a whole, except to the extent resulting from or relating to (i) changes to the wireless communications industry in the United States generally or the communications tower ownership, operation, leasing, management and construction business in the United States generally, (ii) the announcement or disclosure of the transactions contemplated by this Agreement, (iii) general economic, regulatory or political conditions in the United States or changes or developments in the financial or securities markets, (iv) changes in GAAP or their application, (v) acts of war, military action, armed hostilities or acts of terrorism, (vi) changes in Law or (vii) the taking of any action by any Person which is required to be taken pursuant to the terms of this Agreement, unless any of the facts, changes, effects, conditions, developments, or occurrences set forth in clauses (i), (iii) or (v) hereof disproportionately impacts or affects Crown and its Subsidiaries, taken as a whole, as compared to other participants in the industries and businesses in which Crown and its Subsidiaries operate.

“Tower Operator Parties” means the Tower Operator and the Paying Agent.

“Tower Operator Party Interests” means the issued and outstanding limited liability company membership interests in the Tower Operator Parties.

“Tower Operator Reimbursable Expenses” means, with respect to any Site, the actual reasonable out-of-pocket costs and expenses incurred by Crown or the Tower Operator or any of their respective Affiliates in curing any Exceptions to such Site or, in the case of a Special Zoning Site, in remedying the circumstances causing such Site to be a Special Zoning Site; provided that the Tower Operator Reimbursable Expenses with respect to any Site shall not exceed the Deferred Managed Site Consideration for such Site.

“Tower Operator Share of Transaction Revenue Sharing Payments” means (i) 20% of Transaction Revenue Sharing Payments payable as a result of, or otherwise triggered by, the payments contemplated by Section 2.6(b), Section 2.7(c), Section 3.2 and Section 3.4, (ii) 10% of Transaction Revenue Sharing Payments payable as a result of, or otherwise triggered by, the payments of collocation rent or ground rent contemplated by the MLAs and (iii) all “Tower Operator Negotiated Increased Revenue Sharing Payments” under and as defined in the MLAs; provided that the sum of the Transaction Revenue Sharing Payments referred to in clauses (i) and (ii) above shall in no event exceed \$5,000,000 in the aggregate.

“Tower Related Assets” means, with respect to each Tower, (i) to the extent such rights are assignable, all rights to any warranties held by the T-Mobile Contributors or their respective Affiliates with respect to such Tower (or the related Site) (and if such rights cannot be assigned to the Tower Operator or the applicable Sale Site Subsidiary, as applicable, such rights shall be enforced by the T-Mobile Contributors and their respective Affiliates at the direction of and for the benefit of the Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary, as applicable), (ii) to the extent such rights are assignable, all rights under any Governmental Approvals held exclusively with respect to the ownership or operation of such Tower (and of the related Sale Site if such Sale Site is an Owned Site), and that are not used by the T-Mobile Contributors in any part of their respective businesses and operations other than the Collocation Operations (and if such rights cannot be assigned to the Tower Operator or the applicable Sale Site Subsidiary, as applicable, such rights shall be enforced by the T-Mobile Contributors and their respective Affiliates at the direction of and for the benefit of the Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary, as applicable), (iii) to the extent such rights may be granted to the Tower Operator or the applicable Sale Site Subsidiary, as applicable, a sublicense or other right to use any Governmental Approvals not held exclusively with respect to, but held in part for the benefit of, the ownership or operation of such Tower (and of the related Sale Site if such Sale is an Owned Site) and (iv) copies of all material current books, files and records (including all leasing documents, licensing documents, engineering documents, construction documents, regulatory documents and master lease agreements) of the T-Mobile Contributors and their respective Affiliates solely related to the ownership, occupancy or leasing of such Tower or the operation of the Site related to such Tower or, to the extent not so solely related, appropriate extracts thereof. For the avoidance of doubt, **“Tower Related Assets”** does not include any intellectual property or intangible rights or any Excluded Assets.

“Tower Subtenant” means, as to any Site, any Person (other than a T-Mobile Contributor or an Affiliate of T-Mobile), that (i) subleases, licenses or otherwise accepts from a T-Mobile Contributor under any Collocation Agreement affecting such Site (prior to the Applicable Closing) or (ii) subleases, licenses or otherwise accepts from Crown or the Tower Operator the right to use Available Space at such Site (from and after the Applicable Closing).

“Transaction Revenue Sharing Payment” means any amounts payable, from time to time, to any Ground Lessor, whether as revenue sharing under any Ground Lease, as percentage rent, as an additional lump sum payment, a fixed periodic increase in rent or otherwise, in connection with or relating to the execution and delivery of this Agreement or any Collateral Agreement or the consummation of any of the transactions contemplated by this Agreement or any Collateral Agreement; provided, however, that “Transaction Revenue Sharing Payment” shall not include any such payments payable to Crown or its Affiliate(s) with respect to any Sites (i) that are owned by Crown or its Affiliate(s) or with respect to which Crown or its Affiliate(s) is the Ground Lessor immediately prior to the Applicable Closing or (ii) that are acquired by Crown or its Affiliate(s) after the Applicable Closing Date, so long as no such payments were paid to the applicable Ground Lessor, or asserted by the applicable Ground Lessor to be payable to it, with respect to such Sites prior to the acquisition thereof by Crown or its Affiliate(s).

“Transfer Tax” means all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar Taxes and fees.

“Transition Services Agreement” has the meaning set forth in the recitals.

“Updated Site List” has the meaning set forth in Section 3.1(b).

“Zoning Laws” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

SECTION 1.2 Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof and, if applicable, hereof. The use of the words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive. References to a “Schedule” or an “Exhibit” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to an “Article,” “Section,” “preamble” or “recital” are, unless otherwise specified, to an Article, Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Collateral Agreements. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 1.3 Assignments; Transfers of Certain Assets and Liabilities. (a) Notwithstanding anything in this Agreement or any Collateral Agreement to the contrary, but without limiting any of the T-Mobile Parties’ or T-Mobile SPEs’ duties and obligations arising under this Agreement or any Collateral Agreement, neither this Agreement nor any Collateral Agreement shall constitute an assignment, sublease, transfer or other conveyance of any claim, contract, license, lease, sublease or commitment if an attempted assignment, sublease, transfer or other conveyance thereof, without the Authorization or consent of a third-party thereto, would constitute a breach or violation thereof or in any way adversely affect the rights of Crown or Tower Operator thereunder, but only to the extent such Authorization or consent has not been obtained. If such Authorization or consent is not obtained, or if any attempt at an assignment, sublease, transfer or other conveyance thereof would be ineffective or would affect the rights of the T-Mobile Parties thereunder so that Crown, Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary would not in fact receive all such rights or would affect the ability of Crown, the Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary to obtain the benefits and rights contemplated by this Agreement and the Collateral Agreements, the T-Mobile Parties and the T-Mobile SPEs shall implement alternative arrangements acceptable to Crown and the T-Mobile Parties to ensure that Crown, Tower Operator and, after the Initial Closing, the applicable Sale Site Subsidiary obtain all such benefits and rights and are in the same legal and economic position as they would have been if such Authorization or consent had been obtained.

(b) To the extent that, on and after the Applicable Closing, Crown, the Tower Operator or any Sale Site Subsidiary has acquired or assumed in connection with the transactions contemplated by this Agreement and the Collateral Agreements any Excluded Assets or Excluded Liabilities, the T-Mobile Parties and the T-Mobile SPEs shall, and shall cause their respective Affiliates to, take all reasonable actions necessary to, and provide all assistance reasonably requested by Crown, the Tower Operator or any Sale Site Subsidiary to, effectuate the assignment, transfer, conveyance or delivery of any such Excluded Assets and Excluded Liabilities back to the T-Mobile Parties or T-Mobile SPEs, as applicable.

ARTICLE 2

CONTRIBUTION, CONVEYANCE/GRANT OF LEASEHOLD, SUBLEASEHOLD OR OTHER INTEREST AND CONSIDERATION

SECTION 2.1 *Formation of the T-Mobile SPEs, Sale Site Subsidiaries, Tower Operator and Paying Agent.*

(a) On or prior to the Initial Closing Date, the applicable T-Mobile Parties shall: (i) form each T-Mobile SPE by filing a certificate of formation for such T-Mobile SPE, in substantially the form set forth in Exhibit J (each, a “***T-Mobile SPE Certificate of Formation***”), with the Secretary of State of Delaware, (ii) enter into a limited liability company agreement substantially in the form attached as Exhibit K (each, a “***T-Mobile SPE LLC Agreement***”) with the Independent Manager of such T-Mobile SPE, (iii) enter into a separateness agreement, in substantially the form set forth in Exhibit L (each, a “***T-Mobile SPE Separateness Agreement***”), with Crown and the T-Mobile SPEs with respect to each T-Mobile SPE and (iv) cause each T-Mobile SPE to be duly qualified in each jurisdiction in which an MPL Site held by such T-Mobile SPE is located and, in each case, provide Crown with evidence of the same.

(b) On or prior to the Initial Closing Date, Crown shall: (i) form the Tower Operator by filing a certificate of formation with the Secretary of State of Delaware, (ii) enter into a limited liability company agreement for the Tower Operator and (iii) cause the Tower Operator to be duly qualified in each jurisdiction in which an MPL Site held by the Tower Operator is located and, in each case, provide T-Mobile with evidence of the same. Crown shall consult with T-Mobile and provide a draft of the documents specified in this Section 2.1(b) prior to their execution or initial filing with the Delaware Secretary of State, if applicable.

(c) On or prior to the Initial Closing Date, the Tower Operator shall: (i) form the Paying Agent by filing a certificate of formation, with the Secretary of State of Delaware, (ii) enter into a limited liability company agreement for the Paying Agent and (iii) cause the Paying Agent to be duly qualified in the State of Delaware and, in each case, provide T-Mobile with evidence of the same. Tower Operator shall consult with T-Mobile and provide a draft of the documents specified in this Section 2.1(c) prior to their execution or initial filing with the Delaware Secretary of State, if applicable.

(d) On or prior to the Initial Closing Date, the applicable T-Mobile Parties shall (i) form each Sale Site Subsidiary by filing a certificate of formation, in substantially the form set forth in Exhibit M (each, a “***Sale Site Subsidiary Certificate of Formation***”), with the Secretary of State of Delaware, (ii) enter into a limited liability company agreement substantially in the form attached as Exhibit N (each, a “***Sale Site Subsidiary LLC Agreement***”) and (iii) cause such Sale Site Subsidiary to be duly qualified in each jurisdiction in which a Sale Site is located and, in each case, provide Crown with evidence of the same.

SECTION 2.2 **Closing Transactions.** At the Applicable Closing:

(a) With respect to the Contributable Sites, the T-Mobile Contributors holding such Contributable Sites shall contribute, convey, assign, transfer and deliver to the applicable T-Mobile SPE, and such T-Mobile SPE shall acquire, accept and assume from such T-Mobile Contributors, all of their respective right, title and interest in, to and under the Included Property of such Contributable Sites, the related Collocation Agreements, and all Post-Closing Liabilities with respect to such Contributable Sites, by the execution and delivery of: (i) the T-Mobile Internal Transfers Agreement and (ii) such other instruments of conveyance and assignment, including deeds of transfer, as may be necessary for the T-Mobile Contributors to contribute, convey, assign, transfer and deliver to the T-Mobile SPEs all of their respective right, title and interest in, to and under the Included Property of such Contributable Sites and the related Collocation Agreements, in each case, in form and substance reasonably acceptable to the Parties;

(b) With respect to the Assignable Sites (other than CA/NV Sites), the T-Mobile Contributors holding such Assignable Sites shall contribute, convey, assign, transfer and deliver to the applicable Sale Site Subsidiary, and such Sale Site Subsidiary shall acquire, accept and assume from such T-Mobile Contributors, all of their respective right, title and interest in, to and under the Included Property of such Assignable Sites, the related Collocation Agreements, and all Post-Closing Liabilities with respect to such Assignable Sites, by the execution and delivery of: (i) with respect to each such Assignable Site that is an Owned Site, (A) a special warranty deed (or the state-specific equivalent), pursuant to which the applicable T-Mobile Contributor shall contribute, convey, assign, transfer and deliver its fee simple interests in such Owned Site (and its right, title and interest in, to and under the appurtenant Towers thereon) to the applicable Sale Site Subsidiary, (B) the T-Mobile Internal Transfers Agreement, pursuant to which the applicable T-Mobile Contributor shall contribute, convey, assign, transfer and deliver all of its right, title and interest in, to and under the Included Property of such Site (other than the related Owned Sites Land) and the related Collocation Agreements to the applicable Sale Site Subsidiary, (ii) with respect to each such Assignable Site that is a Leased Site, the T-Mobile Internal Transfers Agreement, pursuant to which the applicable T-Mobile Contributor shall contribute, convey, assign, transfer and deliver all of its right, title and interest in, to and under the Included Property of such Site and the related Collocation Agreements to the applicable Sale Site Subsidiary and (iii) such other instruments of conveyance and assignment, including deeds of transfer, as may be necessary for the T-Mobile Contributors to contribute, convey, assign, transfer and deliver to the Sale Site Subsidiaries all of their respective right, title and interest in, to and under the Included Property of such Assignable Sites and the related Collocation Agreements, in each case, in form and substance reasonably acceptable to the Parties;

(c) With respect to each CA/NV Site, if the CA/NV Closing Condition has been satisfied and such CA/NV Site is an Assignable Site hereunder, the T-Mobile Contributors holding such CA/NV Site shall contribute, convey, assign, transfer and deliver to the applicable Sale Site Subsidiary (or its designee) all of their rights under the CA/NV Master Lease applicable to such Site and all other CA/NV Site Agreements, CA/NV Ground Leases and related Collocation Agreements and all their right, title and interest in, to and under such CA/NV Site and the Included Property of such CA/NV Site by the execution and delivery of: (i) the T-Mobile Internal Transfers Agreement and (ii) such other instruments of conveyance and assignment, including deeds of transfer, as may be necessary for the T-Mobile Contributors to contribute, convey, assign, transfer and deliver to the Sale Site Subsidiaries all of their rights under the CA/NV Master Lease and all other CA/NV Site Agreements, CA/NV Ground Leases and related Collocation Agreements applicable to such Site and all of their right, title and interest in, to and under such CA/NV Site and the Included Property of such CA/NV Site, in each case, in form and substance reasonably acceptable to the Parties;

(d) With respect to the Lease Sites, the applicable T-Mobile SPE holding such Lease Sites shall Lease to the Tower Operator the Included Property of such Lease Sites, transfer and assign to the Tower Operator all Collocation Agreements related to such Lease Sites and assign and delegate to the Tower Operator, and the Tower Operator shall accept and assume, all Post-Closing Liabilities with respect to such Lease Sites by the execution and delivery of the Tower Operator General Assignment and Assumption Agreement and the MPL;

(e) The applicable T-Mobile Parties shall sell, convey, assign, transfer and deliver to Crown (or one of its Affiliates designated by Crown) all of the issued and outstanding limited liability company membership interests in the Sale Site Subsidiaries (collectively, the “**Sale Site Subsidiary Interests**”) free and clear of all Liens, and Crown shall purchase, acquire and assume the Sale Site Subsidiary Interests from the applicable T-Mobile Parties. Each of the applicable T-Mobile Parties and Crown shall execute and deliver an assignment and assumption agreement, substantially in the form of Exhibit O (the “**Membership Interest Assignment and Assumption Agreement**”) pursuant to which the Sale Site Subsidiary Interests of the T-Mobile Parties shall be transferred to Crown;

(f) With respect to the Managed Sites (including, for the avoidance of doubt, any CA/NV Site if (x) the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied or (y) the CA/NV Closing Condition has been satisfied but such CA/NV Site otherwise constitutes a Non-Assignable Site), the T-Mobile Contributors and the T-Mobile SPEs holding such Managed Sites shall enter into the Management Agreement, pursuant to which the T-Mobile Contributors and the T-Mobile SPEs shall grant to the Tower Operator or the Sale Site Subsidiaries, as applicable, as of the Applicable Closing Date, the exclusive right to operate each Non-Contributable Site and each Non-Assignable Site, as applicable, including the Included Property thereof, and administer the related Collocation Agreements, and the T-Mobile SPEs shall grant to the Tower Operator, as of the Applicable Closing Date, the right to operate each Pre-Lease Site, including the Included Property thereof, and administer the related Collocation Agreements, in each case until such time as such Site becomes a Lease Site or an Assignable Site, as applicable, and shall assign and delegate to the Tower Operator and the Sale Site Subsidiaries, as applicable, and the Tower Operator and the Sale Site Subsidiaries, as applicable, shall accept and assume, all Post-Closing Liabilities with respect to such Managed Sites;

(g) At the Initial Closing Date, subject to Section 1.3 and the adjustments and prorations described in Section 2.9 and Article 3, Crown shall pay to T-Mobile the Closing Total Consideration in immediately available funds. Such funds shall be delivered by wire transfer to an account designated by T-Mobile (on behalf of the T-Mobile Contributors, their Affiliates and the T-Mobile SPEs) by written notice to Crown delivered not later than three business days prior to the Initial Closing Date;

(h) The Tower Operator shall sublease or otherwise make available to the T-Mobile Collocators the T-Mobile Collocation Space at the MPL Sites by entering into the MPL Site MLA, and the T-Mobile Collocators shall be obligated to pay the “T-Mobile Total Rent Amount” (as defined in the MPL Site MLA) for the MPL Sites that are the subject of the MPL Site MLA in accordance with the terms thereof, and each Sale Site Subsidiary shall sublease or otherwise make available to the T-Mobile Collocators the T-Mobile Collocation Space at the Sale Sites by entering into the Sale Site MLA, and the T-Mobile Collocators shall be obligated to pay the “T-Mobile Collocation Rent” (as defined in the Sale Site MLA) for Sale Sites that are the subject of the Sale Site MLA in accordance with the terms thereof;

(i) The T-Mobile Parties, the T-Mobile SPEs, the Tower Operator and the Sale Site Subsidiaries shall enter into the Transition Services Agreement;

(j) The T-Mobile Parties, Tower Operator and the Paying Agent shall enter into the Paying Agent Agreement;

(k) T-Mobile, the T-Mobile SPEs and Crown shall enter into a Parent Indemnity Agreement substantially in the form attached as Exhibit P (the “**Parent Indemnity Agreement**”); and

(l) The T-Mobile Parties, the T-Mobile SPEs, the T-Mobile Collocators, the Sale Site Subsidiaries, Crown, the Tower Operator and the Paying Agent shall duly execute and deliver the certificates and other contracts, documents and instruments required to be delivered under Article 10 and Article 11, including the Collateral Agreements.

SECTION 2.3 *Items Excluded from Transaction.* Notwithstanding anything to the contrary contained herein, neither Crown nor the Tower Operator shall lease, acquire or have any rights or obligations with respect to (i) the Excluded Assets or the Excluded Liabilities and (ii) any and all rights or obligations that accrue or shall accrue to the T-Mobile Contributors or the T-Mobile SPEs or any of their respective Affiliates under this Agreement or any Collateral Agreement.

SECTION 2.4 **[Reserved].**

SECTION 2.5 *As Is, Where Is.* EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (I) IT IS THE EXPLICIT INTENT OF EACH PARTY THAT THE PROPERTY BEING CONTRIBUTED, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED BY THE T-MOBILE CONTRIBUTORS, LEASED BY THE T-MOBILE SPES AND ACCEPTED BY THE TOWER OPERATOR IS BEING SO CONTRIBUTED, LEASED, TRANSFERRED AND ACCEPTED “AS IS, WHERE IS,” WITH ALL FAULTS, AND THAT NO T-MOBILE PARTY AND NO T-MOBILE SPE IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY GIVEN IN THIS AGREEMENT (WHICH SHALL SURVIVE ONLY TO THE EXTENT SET FORTH IN SECTION 12.4), INCLUDING ANY IMPLIED WARRANTY OR REPRESENTATION AS TO THE VALUE, CONDITION, MERCHANTABILITY OR SUITABILITY AS TO ANY OF THE SITES OR THE TOWERS AND EQUIPMENT LOCATED THEREON (OR THE COLLOCATION AGREEMENTS), AND ANY REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL COMPLIANCE OR CONDITION OF THE SITES OR THE INCLUDED PROPERTY AND (II) PURSUANT TO THE MPL AND OTHER COLLATERAL AGREEMENTS, CROWN AND THE TOWER OPERATOR SHALL ASSUME AND PAY, HONOR AND DISCHARGE WHEN DUE IN ACCORDANCE WITH THEIR TERMS ANY AND ALL POST-CLOSING LIABILITIES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT IS INTENDED TO, OR DOES, COVER OR OTHERWISE PERTAIN TO ANY EXCLUDED ASSETS OR EXCLUDED LIABILITIES.

SECTION 2.6 *Closing Place and Dates.*

(a) Initial Closing. The transactions contemplated by this Agreement shall take place at a closing (the “**Initial Closing**”) on the Target Date; provided, however, that if the applicable conditions set forth in Article 10 and Article 11 have not been satisfied on or prior to the Target Date, the Initial Closing shall take place within 10 business days following the date that the applicable conditions set forth in Article 10 and Article 11 (other than conditions which are to be satisfied by delivery at the Initial Closing) have been duly satisfied or waived or such other date as the Parties may mutually agree in writing. The Initial Closing shall be held at Jones Day, 222 East 41st Street, New York, New York, or such other place upon which the Parties may agree in writing.

(b) CA/NV Subsequent Closing. In the event that the CA/NV Inclusion shall not have occurred at the Initial Closing, T-Mobile or Crown may, at any time from and after the Initial Closing Date and prior to the date that is 10 business days prior to the CA/NV Final Date, initiate a closing with respect to the CA/NV Sites (the “**CA/NV Subsequent Closing**”), so long as the initiating Party has provided the other Parties with at least 10 business days’ notice prior to the date on which the CA/NV Subsequent Closing shall be held (the “**CA/NV Subsequent Closing Date**”); provided that (i) all applicable conditions set forth in Article 10 (other than Section 10.4 and Section 10.5) have been satisfied or (to the extent permitted under applicable Law) waived on or prior to the CA/NV Subsequent Closing Date (all references in Article 10 and in any related provisions to the Initial Closing Date shall be deemed to refer to the CA/NV Subsequent Closing Date), (ii) if T-Mobile is the initiating Party, Crown shall have received, on or prior to the day that is 10 business days prior to the CA/NV Subsequent Closing Date, the CA/NV Consent and Acknowledgment, and (iii) if T-Mobile is the initiating Party, the inclusion of the CA/NV Sites in the transactions consummated on the Initial Closing Date would not have resulted in the failure of either the Minimum Lease Site and Assignable Site Closing Condition or the Minimum Contributable Site and Assignable Site Closing Condition as of the Initial Closing Date (based on the Site Designation of each of the CA/NV Sites as of the CA/NV Subsequent Closing Date); provided further that in no event shall the CA/NV Subsequent Closing be held on a day that is not a business day or on a date that is after the CA/NV Final Date unless and to the extent that Crown has breached any of its obligations under this Agreement that result in a substantial delay to, or preventing, the occurrence of the CA/NV Subsequent Closing prior to the CA/NV Final Date. On the CA/NV Subsequent Closing Date, the Parties shall execute and deliver, if and to the extent applicable, (i) amended schedules and exhibits to the Sale Site MLA, (ii) amended schedules and exhibits to the Management Agreement, (iii) with respect to each CA/NV Site that is an Assignable Site, the documentation necessary to sell, convey, assign, transfer and deliver to the applicable Sale Site Subsidiary (or its designee) all rights of the T-Mobile Contributors and their Affiliates under the CA/NV Master Lease and all other CA/NV Site Agreements, CA/NV Ground Leases and related Collocation Agreements related to such CA/NV Site, and all their right, title and interest in, to and under such CA/NV Site and the Included Property of such CA/NV Site and (iv) amended schedules or exhibits to all other applicable Collateral Agreements. At the CA/NV Subsequent Closing, (x) if the Subsequent Closing Total CA/NV Consideration is a positive number, Crown shall pay (by wire transfer as directed in writing by T-Mobile), to the applicable T-Mobile Party the Subsequent Closing Total CA/NV Consideration less any Tower Operator Reimbursable Expenses related to the CA/NV Sites, and (y) if the Subsequent Closing Total CA/NV Consideration is a negative number, T-Mobile shall pay (by wire transfer as directed in writing by Crown), to Crown (or its designee) the absolute value of the Subsequent Closing Total CA/NV Consideration together with any Tower Operator Reimbursable Expenses related to the CA/NV Sites. Upon the occurrence of, and after giving effect to the CA/NV Subsequent Closing, the Initial Closing and the CA/NV Subsequent Closing shall be treated as a single closing hereunder, and the transactions consummated pursuant to the Initial Closing and the CA/NV Subsequent Closing shall be treated as a single, integrated and indivisible transaction for all purposes of this Agreement. In the event that the CA/NV Consent and Acknowledgment shall not have been obtained by the date that is 10 business days prior to the CA/NV Final Date, Crown may elect, in its sole discretion, to exclude the CA/NV Sites from the transactions contemplated by this Agreement, in which case all CA/NV Sites shall be designated and treated as Excluded Sites for all purposes of this Agreement.

(c) Conversion Closings. The conversion of a Non-Contributable Site to a Contributable Site, a Pre-Lease Site into a Lease Site or a Non-Assignable Site into an Assignable Site subsequent to the Applicable Closing Date (each a “**Conversion Closing**”) shall occur automatically following the satisfaction or cure of all of the Contribution Exceptions, Leasing Exceptions or Assignment Exceptions, as applicable, with respect to such Sites. For purposes of clarification, a Non-Contributable Site which is converted to a Contributable Site, but for which there are remaining unsatisfied Leasing Exceptions, shall remain a Pre-Lease Site until such Leasing Exceptions are satisfied or cured. In addition, as provided in Section 2.7, the Parties shall hold a closing (each a “**Technical Closing**”) to confirm the occurrence of a Conversion Closing with respect to each applicable Non-Contributable Site, Pre-Lease Site or Non-Assignable Site, as the case may be. In addition, for purposes of clarification, subject to the terms and conditions of this Agreement, Sale Sites shall be subject to the Sale Site MLA and MPL Sites shall be subject to the MPL Site MLA.

SECTION 2.7 *Technical Closings; Contributions to T-Mobile SPEs.*

(a) The Parties shall hold a Technical Closing on such dates as either T-Mobile or Crown may reasonably request (but in no event shall a Technical Closing be held on a day that is not a business day or more frequently than once a month), subject to the requesting Party providing the other Parties with at least 5 business days’ notice prior to the date of such Technical Closing; provided that the effective Closing Date for each Site that is converted from a Non-Contributable Site to a Contributable Site, from a Pre-Lease Site to a Lease Site or from a Non-Assignable Site to an Assignable Site shall be the Conversion Closing Date for such Site.

(b) At each Technical Closing, each Party shall have executed and delivered to the other Parties, as applicable, (i) amended schedules and exhibits to the MPL, (ii) amended schedules and exhibits to the applicable MLA, (iii) amended schedules and exhibits to the Management Agreement, (iv) with respect to each Non-Assignable Site that is the subject to such Technical Closing, the documentation necessary to sell, convey, assign, transfer and deliver the applicable T-Mobile Contributor's right, title and interest in, to and under such Site and the Included Property of such Site, (v) amended schedules or exhibits to all other applicable Collateral Agreements, (vi) the certificates and other contracts, documents and instruments required to be delivered under Article 10 and Article 11 with respect to a Technical Closing and (vii) such other agreements and documents as contemplated by Section 2.7 of this Agreement.

(c) Subject to Section 2.7(e)(i), Crown shall pay (by wire transfer as directed in writing by T-Mobile), to the applicable T-Mobile Party or T-Mobile SPE the Deferred Managed Site Consideration for each Managed Site converted to a Lease Site or Assignable Site, as applicable, at such Technical Closing less any Tower Operator Reimbursable Expenses related to such Site.

(d) In addition, at each Technical Closing, if either of the following events has occurred with respect to any Non-Contributable Site or Non-Assignable Site since the previous Technical Closing or the Applicable Closing, as applicable: (i) the Contribution Exceptions or Assignment Exceptions, as applicable, with respect to such Site have been corrected or addressed pursuant to Section 4.2 or Section 4.3 or (ii) the expiration of Crown's notice period in the second sentence of Section 4.2(b), then T-Mobile Contributors shall contribute, convey, assign, transfer and deliver to the applicable T-Mobile SPE in the case of a Contributable Site, or to the applicable Sale Site Subsidiary (or its designee) in the case of an Assignable Site, all of their respective right, title and interest in, to and under the Included Property of such Sites and the related Collocation Agreements by the execution delivery of the instruments of conveyance and assignment as may be reasonably necessary for the T-Mobile Contributors to contribute, convey, assign, transfer and deliver to such T-Mobile SPEs or Sale Site Subsidiary (or its designee), as applicable, all of their respective right, title and interest in, to and under the Included Property of such Sites and the related Collocation Agreements and amended schedules or exhibits to all applicable Collateral Agreements, in each case, in form and substance reasonably acceptable to the Parties.

(e) The T-Mobile Parties and the T-Mobile SPEs may, on at least 10 business days written notice, terminate, effective as of any date 18 months or more after the date of this Agreement as specified in such notice (the "**Final Closing Date**"), their obligations under this Agreement to use commercially reasonable efforts to cause any remaining Managed Sites (including any Special Zoning Sites) to be converted to Lease Sites or Assignable Sites, as applicable; provided, however, that the T-Mobile Parties and the T-Mobile SPEs did not deliberately and knowingly cause the delay in the conversion of such Sites. Notwithstanding anything to the contrary contained in this Agreement, (i) the obligation of Crown and the Tower Operator to pay the Deferred Managed Site Consideration pursuant to Section 2.7(c) for any remaining Managed Sites that are subsequently converted to Lease Sites or Assignable Sites, as applicable, shall automatically and unconditionally terminate on the date that is 18 months after the date of this Agreement and (ii) from and after the Final Closing Date, Crown, Tower Operator or the Sale Site Subsidiaries or any other Affiliate of Crown may, in their respective discretion, continue any efforts, from time to time, to cause the conversion of any remaining Managed Sites to Lease Sites or Assignable Sites, as applicable, and the T-Mobile Parties and the T-Mobile SPEs shall provide Crown, Tower Operator or the Sale Site Subsidiaries, as applicable, with such reasonable assistance as may be reasonably requested by Crown, Tower Operator or the Sale Site Subsidiaries, as applicable, from time to time with respect thereto, including additional Technical Closings; provided, however, that the Tower Operator or Sale Site Subsidiaries, as applicable, shall reimburse the T-Mobile Contributor and the T-Mobile SPEs for their reasonable out-of-pocket costs and expenses related to providing such assistance after the Final Closing Date.

SECTION 2.8 ***Preparation of Closing Documents.***

(a) The T-Mobile Parties shall prepare (using the information set forth in the Site List or the Updated Site List, as applicable) and, if applicable, notarize all the Collateral Agreements and all the exhibits to the Collateral Agreements (except for the Site Lease Agreements and Memorandum of Site Lease Agreements, which shall be prepared in accordance with Section 2.8(b)) for the Applicable Closing, in each case in form and substance reasonably satisfactory to Crown and, to the extent applicable, in form sufficient for recordation.

(b) The T-Mobile Parties shall use commercially reasonable efforts to prepare the Site Lease Agreement applicable to each of the Sites and the Memorandum of Site Lease Agreement applicable to each of the Lease Sites, in each case in form and substance reasonably satisfactory to Crown; provided, however, the execution and delivery of such Site Lease Agreements and Memoranda of Site Lease Agreements shall not be a condition to the Applicable Closing. To the extent any such Site Lease Agreements or the Memoranda of Site Lease Agreements are not completed at the Applicable Closing, the T-Mobile Parties shall execute and deliver same to the Tower Operator within 180 days following the Applicable Closing Date or as earlier specified in the MPL Site MLA or Sale Site MLA, as applicable. To the extent requested by the T-Mobile Contributors, the Tower Operator and Sale Site Subsidiaries shall use commercially reasonable efforts to assist the T-Mobile Parties in the preparation of the Site Lease Agreements and the Memoranda of Site Lease Agreements.

(c) If the public land records do not reflect the current T-Mobile Contributor as the named tenant of record under a Ground Lease (or the named owner of an Owned Site), and any Ground Lessor Estoppel or other documentation obtained or prepared in connection with the transactions contemplated hereby does not cure this condition, Crown shall notify the T-Mobile Contributors and the T-Mobile Parties shall provide Crown with such documentation as is reasonably necessary to correct the public land records with respect to such ownership (the “**Confirmatory Assignments**”). The T-Mobile Parties shall use commercially reasonable efforts to prepare all Confirmatory Assignments prior to the Applicable Closing; provided, however, that the execution and delivery of documentation with respect to the Confirmatory Assignments shall not be a condition to the Applicable Closing. To the extent that any Confirmatory Assignments required under the preceding sentence of this Section 2.8(c) are not completed by the Applicable Closing, the T-Mobile Parties shall execute and deliver such Confirmatory Assignments to the Tower Operator or the Sale Site Subsidiaries, as applicable, within 180 days following the Applicable Closing.

(d) At Crown's request, the T-Mobile Parties shall use commercially reasonable efforts to prepare and record all intermediate assignments from the original lessee under a Ground Lease to the applicable T-Mobile Contributor that currently holds such Ground Lease that have not been recorded in the public land records (the "**Corrective Assignments**"), in each case in form and substance reasonably satisfactory to Crown and in form sufficient for recordation; provided, however, that the execution and recordation of such Confirmatory Assignments shall not be a condition to the Applicable Closing. To the extent requested by the T-Mobile Contributors, the Tower Operator and the Sale Site Subsidiaries, as applicable, shall use commercially reasonable efforts to assist the T-Mobile Parties in the preparation of the Corrective Assignments. The T-Mobile Contributors shall submit to the Tower Operator and the Sale Site Subsidiaries, as applicable, an invoice for, and the Tower Operator and the Sale Site Subsidiaries, as applicable, shall reimburse the T-Mobile Contributors for their reasonable out-of-pocket costs and expenses incurred in preparing any Corrective Assignments.

(e) If, prior to or after the applicable Closing, any Party identifies, in its reasonable judgment, any corrections to any Site Lease Agreement, Memorandum of Site Lease Agreement, Confirmatory Assignment, Corrective Assignment, Ground Lessor Estoppel, Non-Disturbance Agreement or other recorded document, such Party shall promptly notify the other Party and the Parties shall cooperate in good faith to effect an appropriate correction to that document and, if such document is a recorded document, to promptly record such corrected document in accordance with Section 2.10.

SECTION 2.9 Prorating of Expenses. Except as otherwise provided in the MPL and the MLAs, as of the Applicable Closing Date, prorations of receivables, payables, expenses, revenue and property or ad valorem Taxes relating to the use, occupancy and operation of the Included Property of the Sites shall be made on an accrual basis, with the T-Mobile Contributors being obligated to make any payments in respect of payables and expenses (including ground rent payments under Ground Leases), and being entitled to retain any receivables and revenue (including collocation revenue under Collocation Agreements and prepaid rent), in respect of events and for periods and portions thereof prior to the Applicable Closing Date, and the Tower Operator or the Sale Site Subsidiaries, as applicable, being obligated to make any payments in respect of payables and expenses (including ground rent payments under Ground Leases), and being entitled to receive any receivables and revenue (including collocation revenue under Collocation Agreements and prepaid rent), in respect of events and for periods and portions thereof on and subsequent to the Applicable Closing Date. The Parties shall use good faith efforts to determine and finalize any amounts due under this Section 2.9 prior to the Applicable Closing Date. The net amount of the prorations set forth in this Section 2.9 shall be credited to (or debited from) the Closing Total Consideration or the Subsequent Closing Total CA/NV Consideration payable by Crown at the Applicable Closing. For purposes of this Section 2.9, Taxes shall be accrued in accordance with Section 12.1(a)(iii).

SECTION 2.10 Recordation; Signage.

(a) The T-Mobile Parties and the T-Mobile SPEs acknowledge and agree that, from and after the Applicable Closing Date, Crown, the Tower Operator and the Sale Site Subsidiaries shall be permitted to record and, if necessary, re-record any documents (including any Site Lease Agreement, Memorandum of Site Lease Agreement, Corrective Assignment, Confirmatory Assignment, Ground Lessor Estoppel or Non-Disturbance Agreement) that are necessary or desirable to give effect to the transactions contemplated by this Agreement and the Collateral Agreements, in each case without any prior notice to or the prior consent of any T-Mobile Party or any T-Mobile SPE.

(b) Prior to the recordation or re-recordation of any document, to the extent reasonably practicable, the Tower Operator or Sale Site Subsidiaries, as applicable, shall cause a copy thereof to be delivered to T-Mobile, and the Tower Operator or Sale Site Subsidiaries, as applicable, shall further cause a copy of the recorded or re-recorded document to be delivered to T-Mobile promptly after recordation thereof. The T-Mobile Parties and the T-Mobile SPEs shall execute all documents reasonably requested by the Tower Operator or Sale Site Subsidiaries to effect any such recordation or re-recordation and shall cooperate with the Tower Operator or Sale Site Subsidiaries, as applicable, in pursuing such recordation or re-recordation. The T-Mobile Contributors shall submit to the Tower Operator or Sale Site Subsidiaries, as applicable, an invoice for, and the Tower Operator or Sale Site Subsidiaries, as applicable, shall reimburse the T-Mobile Contributors and the T-Mobile SPEs for, their reasonable out-of-pocket costs and expenses incurred in cooperating with the Tower Operator or Sale Site Subsidiaries, as applicable, in pursuing such recordation or re-recordation.

(c) The Tower Operator and Sale Site Subsidiaries shall, from and after the Applicable Closing Date, have the right to place, at their sole cost and expense, signage on any Site to put third parties on notice of its interest in such Site, subject to compliance with applicable Laws and any Ground Lease applicable to such Site in question.

SECTION 2.11 Taxes; Bulk Sales.

(a) Taxes. Except as expressly provided in this Agreement, the MPL or the MLAs, the T-Mobile Contributors shall be responsible for and shall pay all Taxes to the extent attributable to the ownership of the Sites or the Included Property of the Sites by any T-Mobile Party, any T-Mobile SPE or any third party (other than Tower Operator, any Affiliate of Tower Operator, any direct or indirect transferee of Tower Operator or of any Affiliate of Tower Operator, or any Tower Subtenant), and the Tower Operator and Sale Site Subsidiaries shall be responsible for and shall pay all Taxes to the extent attributable to the possession or operation of the Sites or the Included Property of the Sites or the ownership, possession or operation of any assets on the Sites by any Person described in the immediately preceding parenthetical clause. For the avoidance of doubt, except as expressly set forth in the MPL or the MLAs, each Party shall be responsible for Taxes imposed on its own income and no Party shall be entitled to indemnification for Taxes imposed on income.

(b) Payments. Crown agrees that the payments contemplated by Article 3 to be made by Crown are non-refundable and that Crown shall not have any right of abatement, reduction, setoff, counterclaim, rescission, recoupment, refund, defense or deduction with respect thereto, including in connection with any event of default by the T-Mobile Parties, the T-Mobile SPEs or their respective Affiliates or any casualty or condemnation, in each case except as otherwise contemplated by this Agreement or the Collateral Agreements.

(c) Bulk Sales. Crown and the T-Mobile Contributors hereby waive compliance by Crown and the T-Mobile Contributors with the provisions of the “bulk sales,” “bulk transfer” and similar Laws; provided, however, that such waiver is not intended to preclude the T-Mobile Contributors from claiming bulk sale or bulk transfer treatment on the transfer of the assets to the T-Mobile SPEs and Sale Site Subsidiaries.

(d) Tax Cooperation. The Parties will furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Sale Site Subsidiaries and Included Property transferred pursuant to this Agreement (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing authority, and the prosecution or defense of any Claims relating to any Tax. Any expenses incurred in furnishing such information or assistance will be borne by the Party requesting it.

(e) Income Tax Treatment. It is intended that, solely for United States federal (and other applicable) income Tax purposes, Crown will be treated as purchasing the Sale Sites (or, as applicable, the interests in the Sale Sites held by the T-Mobile Contributors and the T-Mobile SPEs) pursuant to this Agreement on the Applicable Closing Date, and each of Crown, T-Mobile and their Affiliates will file all Tax Returns consistent with such treatment. Each of the Parties agrees that it shall (i) be bound by the allocation of the consideration set forth in Section 2.11(g) of this Agreement and Exhibits C and D of the MPL for purposes of determining Taxes (but not for any other purpose), (ii) prepare and file, and cause its Affiliates to prepare and file, its Tax Returns on a basis consistent with such allocation, and (iii) take no position, and cause its Affiliates to take no position, inconsistent with such allocation on any applicable Tax Return, except as otherwise required by Law or an Order. If such allocation is disputed by any Governmental Authority with taxing authority, the Party receiving notice of such dispute shall promptly notify the other Parties of such dispute.

(f) Transfer Taxes. All Transfer Taxes imposed as a result of the sale of the Sale Sites (or, as applicable, the interests in the Sale Sites held by the T-Mobile Contributors and the T-Mobile SPEs) pursuant to this Agreement shall be borne equally by the T-Mobile Contributors, on the one hand, and Tower Operator, on the other hand. Such Transfer Taxes shall be governed by the rules and procedures set forth in Section 22(e) of the MPL (substituting references to “T-Mobile Contributors” in place of references to “T-Mobile Lessors”).

(g) Tax Allocations. Subject to Section 1.3, Section 2.9 and Article 3, the parties agree that the purchase price for the Sites shall be allocated among the groups of Sites for U.S. federal, state and local income tax purposes in accordance with the following principles:

(i) the aggregate amount payable by Crown for Sites other than CA/NV Sites shall be the sum of the Final Lease Site Rent for each MPL Site that is a Lease Site (but not a CA/NV Site) on the Applicable Closing Date, the Final Assignable Price for each Sale Site that is an Assignable Site (but not a CA/NV Site) as of the Applicable Closing Date, and the Final Managed Site Consideration for each MPL Site or Sale Site that is a Managed Site (but not a CA/NV Site) as of the Applicable Closing Date (and, if and to the extent it becomes due and payable hereunder, the Deferred Managed Site Consideration for any such Managed Site (assuming the Final Total TCF for such Site has been determined) that becomes a Lease Site or an Assignable Site in accordance with the terms of this Agreement);

(ii) the aggregate amount referred to in clause (i) shall be allocated among each of the 15 Tranches of Sites (as defined in the MPL) and the Sale Sites (other than CA/NV Sites) in accordance with an appraisal by Deloitte LLP of the aggregate value of the Sites in each of such 16 categories;

(iii) if the CA/NV Inclusion occurs at a Subsequent CA/NV Closing, the aggregate amount allocated to the CA/NV Sites shall be the Subsequent Closing Total CA/NV Consideration;

(iv) if the CA/NV Inclusion occurs at the Initial Closing, then (1) Deloitte LLP shall provide an appraisal of value of the CA/NV Sites, (2) such appraised value for the CA/NV Sites shall be allocated to the CA/NV Sites, and (3) to the extent the amount actually paid by Crown for such CA/NV Sites under the formula that would have applied to such Sites under clause (i) if they had not been CA/NV Sites exceeds the amount of such appraisal (the "**Excess Payment**"), such Excess Payment shall not be allocated to the purchase price of any Sites, and (4) a portion of the "T-Mobile Total Rent Amount" payable under the MPL Site MLA and the "T-Mobile Collocation Rent" payable under the Sale Site MLA (based on the excess of \$1,905 over \$1,850 per Site) having a discounted present value of the Excess Payment shall be treated as a repayment of the Excess Payment and interest thereon consistent with applicable U.S. federal income tax principles; the parties acknowledge that the amount of the Excess Payment is expected to be approximately \$100,000,000; and

(v) the aggregate consideration payable for the Sites shall equal the sum of the consideration so payable with respect to each Site or tranche of Sites as set forth in Section 2.11(g)(i) through (ix) above, as applicable.

SECTION 2.12 *Integrated Transactions.* The Parties acknowledge and agree that: (i) the transactions contemplated by this Agreement and the Collateral Agreements are dependent upon one another, (ii) the Parties would not have entered into this Agreement and the Collateral Agreements unless this Agreement and all of the Collateral Agreements were being entered into as and when contemplated and (iii) this Agreement and the Collateral Agreements are to be treated as a single integrated and indivisible agreement for all purposes, including the Bankruptcy of any Party.

ARTICLE 3

TCF PROCEDURE FOR SITES

SECTION 3.1 *Closing Total Consideration Determination.*

(a) T-Mobile has prepared, in each case derived from the books, records and processes of the T-Mobile Parties maintained in the ordinary course of business and consistent with past practice, and delivered to Crown the Site List, (A) which sets forth all Portfolio Sites and, with respect to each Portfolio Site, the TCF for such Portfolio Site as of August 1, 2012, prepared on a pro forma basis to include any Included Collocation Agreements entered into prior to the Signing Date, and (B) which categorically identifies, as of the Signing Date, (i) all Lease Sites, (ii) all Pre-Lease Sites, (iii) all Non-Contributable Sites, (iv) all CA/NV Sites, (v) all Shared Sites, (vi) all Special Zoning Sites, (vii) all Casualty Sites, (viii) all Portfolio Sites governed by a Multiple Site Ground Lease, (ix) all Portfolio Sites subject to Transaction Revenue Sharing Payments, (x) all Sale Sites (specifying whether such Sale Sites are Assignable Sites or Non-Assignable Sites), (xi) all Portfolio Sites with respect to which space at such Portfolio Site is occupied by a Tower Subtenant under a Master Collocation Agreement and (xii) all Excluded Sites (specifying whether any such Excluded Sites are Casualty Sites or Non-Compliant Sites). The Site List contains a description in reasonable detail of all Exceptions applicable to any Portfolio Site. The Site List also identifies the applicable T-Mobile Contributor for all Portfolio Sites as well as the applicable T-Mobile SPE for each MPL Site and the applicable Sale Site Subsidiary for each Sale Site and such other information as may be required to prepare the Collateral Agreements. T-Mobile has also delivered work papers and calculations in reasonable detail for each Site.

(b) At least 5 business days prior to the Initial Closing Date, T-Mobile shall prepare, in each case derived from the books, records and processes of the T-Mobile Parties maintained in the ordinary course of business and consistent with past practice, and deliver a supplement to the Site List (as supplemented pursuant to Section 3.1(c), the “**Updated Site List**”) which (A) lists, with respect to each Portfolio Site, T-Mobile’s calculation of any Supplemental TCF for such Portfolio Site (provided that in no event shall the aggregate Supplemental TCF for all Portfolio Sites exceed the Supplemental TCF Cap) and (B) categorically identifies (i) all Lease Sites, (ii) all Pre-Lease Sites, (iii) all Non-Contributable Sites (specifying any Special Zoning Sites that are deemed to be Non-Contributable Sites pursuant to Section 4.5), (iv) all Assignable Sites, (v) all Non-Assignable Sites (specifying any Special Zoning Sites that are deemed to be Non-Assignable Sites pursuant to Section 4.5), (vi) all CA/NV Sites, (vii) all Excluded Sites (specifying (1) all Shared Sites that have not been bifurcated as required by Section 4.3(a), (2) all Casualty Sites that have been excluded pursuant to Section 4.6, (3) all Non-Compliant Sites that have been excluded pursuant to Section 4.9, (4) all Sites that have been excluded by the T-Mobile Contributors in accordance with Section 4.3(b)(iv) and (5) all Portfolio Sites subject to Transaction Revenue Sharing Payments that have been excluded pursuant to Section 4.8), (viii) all other Casualty Sites under Section 4.6, (ix) all Portfolio Sites alleged by Crown to be Non-Compliant Sites and with respect to which a dispute whether such Portfolio Sites are Non-Compliant Sites is pending on the Initial Closing Date, (x) all Portfolio Sites subject to Transaction Revenue Sharing Payments, (xi) all Portfolio Sites with respect to which space at such Portfolio Site is occupied by a Tower Subtenant under a Master Collocation Agreement that has not been bifurcated, (xii) all Sites governed by a Multiple Site Ground Lease that has not been bifurcated). T-Mobile shall deliver work papers and calculations in reasonable detail for each Site with the delivery of the Updated Site List.

(c) At least 5 business days prior to the CA/NV Subsequent Closing Date, T-Mobile shall prepare, in each case derived from the books, records and processes of the T-Mobile Parties maintained in the ordinary course of business and consistent with past practice, and deliver a supplement to the Updated Site List with respect to the CA/NV Sites which (A) categorically identifies the CA/NV Sites as (i) Assignable Sites, (ii) Non-Assignable Sites (specifying any Special Zoning Sites that are deemed to be Non-Assignable Sites pursuant to Section 4.5), (iii) Excluded Sites (specifying (1) all Shared Sites that have not been bifurcated as required by Section 4.3(a), (2) all Casualty Sites that have been excluded pursuant to Section 4.6, (3) all Non-Compliant Sites that have been excluded pursuant to Section 4.9, (4) all Sites that have been excluded by the T-Mobile Contributors in accordance with Section 4.3(b)(iv)), (iv) all other Casualty Sites under Section 4.6, (v) CA/NV Sites subject to Transaction Revenue Sharing Payments, (vi) CA/NV Sites with respect to which space at such Portfolio Site is occupied by a Tower Subtenant under a Master Collocation Agreement that has not been bifurcated and (vii) CA/NV Sites governed by a Multiple Site Ground Lease that has not been bifurcated). T-Mobile shall deliver work papers and calculations in reasonable detail for each CA/NV Site with the delivery of the Updated Site List.

SECTION 3.2 **Payment of Closing Date Consideration.** At the Initial Closing, Crown shall pay for the account of the T-Mobile SPEs or the T-Mobile Parties, as applicable, by wire transfer to an account designated by T-Mobile:

(a) as consideration for the Lease of the Lease Sites and the Included Property of the Lease Sites (including the related Collocation Agreements), an amount for each Lease Site (the “**Closing Lease Site Rent**” for such Lease Site) equal to the product of (x) the Closing Total TCF for such Lease Site multiplied by (y) the TCF Multiple; plus

(b) as consideration for the Sale Site Subsidiary Interests, the sum of the Closing Assignable Site Price for all Assignable Sites; plus

(c) as consideration for the specified rights with respect to the Managed Sites and the Included Property of the Managed Site (including the related Collocation Agreements), an amount for each Managed Site (the “**Closing Managed Site Consideration**” for such Site) equal to (i) 90% of (ii) the product of (x) the Closing Total TCF for such Managed Site multiplied by (y) the TCF Multiple;

provided, however, that if the CA/NV Inclusion does not occur at the Initial Closing, the CA/NV Sites shall be excluded from the definitions of Closing Lease Site Rent, Closing Assignable Site Price, Closing Managed Site Consideration and Closing Total Consideration and for purposes of all calculations and payments made pursuant to or under this Section 3.2.

SECTION 3.3 **Final Total TCF Determination.**

(a) Within 180 calendar days after the Initial Closing Date, Crown shall deliver to T-Mobile a statement (the “**Crown Site Report**”) that shall set forth (i) its calculation of the TCF and Supplemental TCF for each Portfolio Site as of the Applicable Closing Date (with respect to each such Portfolio Site, the “**Crown Proposed TCF**”) and (ii) subject to Section 4.4, its Site Designation (the “**Crown Proposed Site Designation**”) of each Portfolio Site as of the Applicable Closing Date, together with a list of all Portfolio Sites as to which Crown disputes the applicable Site Designation as set forth in the Updated Site List (which shall contain a reasonably detailed description of such dispute). To facilitate the preparation of the Crown Site Report by Crown, the T-Mobile Parties shall promptly provide Crown with such documentation and information and access to such employees, officers and professionals of the T-Mobile Parties and their respective Affiliates as Crown may reasonably request in order to complete the Crown Site Report.

(b) The Crown Site Report shall become final and binding upon the Parties with respect to each Portfolio Site, and (i) the Crown Proposed TCF shall become the Final Total TCF for such Portfolio Site and (ii) the Crown Proposed Site Designation shall become the Final Site Designation for such Portfolio Site, on the 30th calendar day following the delivery of the Crown Site Report, unless T-Mobile objects to the Crown Proposed TCF or the Crown Proposed Site Designation for such Portfolio Site in writing prior to such date. For each Portfolio Site for which no dispute exists, Crown and T-Mobile shall execute a certificate that sets forth the Crown Proposed Site Designation of such Portfolio Site (which shall be the Final Site Designation of such Portfolio Site) and the amount of the agreed or undisputed TCF and Supplemental TCF for such Portfolio Site (which shall be the Final Total TCF for such Portfolio Site). For any Portfolio Site for which a dispute exists and for which T-Mobile has provided a timely written notice, the Final Total TCF or the Final Site Designation for such Portfolio Site shall be determined in accordance with [Section 3.3\(c\)](#).

(c) To the extent that T-Mobile and Crown are unable to resolve all disagreements they may have regarding the Site Designation of any Portfolio Site or the TCF and Supplemental TCF for any Portfolio Site, then any such disagreements shall promptly be submitted to the Settlement Firm for resolution and the Settlement Firm shall determine the Final Site Designation of any such Portfolio Sites and the Final Total TCF for any such Portfolio Sites (in each case, as of the Applicable Closing Date). Crown and the T-Mobile Parties shall cooperate with the Settlement Firm and shall proceed reasonably and in good faith to cause the Settlement Firm to resolve any such disagreements not later than 30 calendar days after the engagement of the Settlement Firm. Crown, on the one hand, and the T-Mobile Parties, on the other hand, each shall pay one-half of the fees and expenses of the Settlement Firm. The Settlement Firm shall determine the Final Total TCF for any such Portfolio Site using only: (i) the definition of TCF and Supplemental TCF in this Agreement (and related provisions herein) and the information set forth in each Included Collocation Agreement and Ground Lease for such Portfolio Site, and (ii) the amounts, rates and terms under each Included Collocation Agreement and Ground Lease for such Portfolio Site in effect as of the Applicable Closing Date; to the extent that rent is paid or payable on an other-than-monthly basis, rent for the month shall include an apportioned amount of such rent attributable to such month. The Settlement Firm's resolution of the disagreement shall be reflected in a written report (the "**Settlement Firm Site Report**"), which report shall be delivered promptly to Crown and the T-Mobile Parties and shall set forth the Settlement Firm's determination of the Final Total TCF or Final Site Designation for each such Portfolio Site. For completeness and administrative convenience, the Settlement Firm Site Report shall also incorporate all items from the Crown Site Report that have become final and binding pursuant to [Section 3.3\(b\)](#) and all items reflected in the certificate delivered pursuant to [Section 3.3\(b\)](#). Judgment may be entered upon the Settlement Firm Site Report in any court having jurisdiction over the Party against which such report is to be enforced.

SECTION 3.4 ***Payment of Final Total Consideration.***

(a) On the business day following the determination of the Final Total TCF and Final Site Designation for all Portfolio Sites (the "**Final Payment Date**"), if (i) the sum of (x) the Closing Total Consideration plus (y) the Subsequent Closing Total CA/NV Consideration, if any, plus (z) the Aggregate Deferred Managed Site Consideration, in each case calculated based on the Site Designation set forth in the Updated Site List, less (ii) any refunds received by Crown pursuant to [Section 4.8](#) or [Section 4.9](#) plus (iii) any payments made by Crown pursuant to [Section 4.8](#) or [Section 4.9](#) less (iv) any Excluded Site Collocation Payments paid to or received by Crown, the Tower Operator or any Sale Site Subsidiary following the Initial Closing and on or prior to such date exceeds the sum of (1) the Final Total Consideration plus (2) the Aggregate Deferred Managed Site Consideration (calculated based on the assumption that the Deferred Managed Site Consideration for each Managed Site was based on the Final Total TCF for such Managed Site), in each case calculated based on the Final Site Designation and taking into account any Site re-designations pursuant to [Section 4.8](#) and [Section 4.9](#), then the T-Mobile Parties and the T-Mobile SPEs shall be obligated to pay Crown cash in an amount equal to such excess, together with interest thereon at a rate equal to 6% per annum (the "**Interest Rate**"), calculated on the basis of the actual number of days elapsed divided by 360, from the Initial Closing Date to the date of payment.

(b) On the Final Payment Date, if the sum of (1) the Final Total Consideration plus (2) the Aggregate Deferred Managed Site Consideration (calculated based on the assumption that the Deferred Managed Site Consideration for each Managed Site was based on the Final Total TCF for such Managed Site), in each case calculated based on the Final Site Designation and taking into account any Site re-designations pursuant to Section 4.8 and Section 4.9, exceeds (i) the sum of (x) the Closing Total Consideration plus (y) the Subsequent Closing Total CA/NV Consideration, if any, plus (z) the Aggregate Deferred Managed Site Consideration, in each case calculated based on the Site Designation as set forth in the Updated Site List, less (ii) any refunds received by Crown pursuant to Section 4.8 and Section 4.9 plus (iii) any payments made by Crown pursuant to Section 4.8 and Section 4.9 less (iv) any Excluded Site Collocation Payments paid to or received by Crown, the Tower Operator or any Sale Site Subsidiary following the Initial Closing and on or prior to such date, then Crown shall be obligated to pay the T-Mobile SPEs or the T-Mobile Parties, as applicable, cash in an amount equal to such excess, together with interest thereon at the Interest Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the Initial Closing Date to the date of payment.

(c) On the Final Payment Date, in the event that, based on the Final Site Designation of each of the Portfolio Sites (and, for purposes of the definitions of Minimum Lease Site and Assignable Site Closing Condition, Target Contributable Site and Assignable Site TCF, Minimum Contributable Site and Assignable Site Closing Condition and Target Lease Site and Assignable Site TCF, based on the Final Total TCF for each Portfolio Site):

(i) the Minimum Lease Site and Assignable Site Closing Condition would not have been satisfied as of the Initial Closing Date under either or both of Section 10.4 or Section 2.6(b)(iii), the T-Mobile Parties and the T-Mobile SPEs shall be obligated to pay Crown cash in an amount equal to 50% of the product of (x) the TCF Multiple multiplied by (y) the difference of (A) 80% of the aggregate Final Total TCF for all Portfolio Sites as set forth in the Settlement Firm Site Report and (B) the aggregate Final Total TCF for all Lease Sites and Assignable Sites as set forth in the Settlement Firm Site Report, together with interest thereon at the Interest Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the Initial Closing Date to the date of payment;

(ii) the Minimum Contributable Site and Assignable Site Closing Condition would not have been satisfied on the Initial Closing Date under either or both of Section 10.4 or Section 2.6(b)(iii), the T-Mobile Parties and the T-Mobile SPEs shall be obligated to pay Crown cash in an amount equal to 50% of the product of (x) the TCF Multiple multiplied by (y) the difference of (A) 95% of the aggregate Final Total TCF for all Portfolio Sites as set forth in the Settlement Firm Site Report and (B) the Final Total TCF for all Contributable Sites and Assignable Sites as set forth in the Settlement Firm Site Report, together with interest thereon at the Interest Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the Initial Closing Date to the date of payment; or

(iii) both the Minimum Lease Site and Assignable Site Closing Condition and the Minimum Contributable Site and Assignable Site Closing Condition would not have been satisfied on the Initial Closing Date under either or both of Section 10.4 or Section 2.6(b)(iii), the T-Mobile Parties and the T-Mobile SPEs shall be obligated to pay Crown cash in an amount equal to the greater of the amounts specified in clauses (i) and (ii) above;

provided, however, (x) that if the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied at the time of such occurrence, the TCF and Supplemental TCF of all CA/NV Sites shall be excluded for purposes of all calculations under this Section 3.4(c) (for the avoidance of doubt, if Crown waives the CA/NV Closing Condition, the amount set forth in this Section 3.4(c) shall be calculated as if such CA/NV Sites were not included in this transaction) and (y) in no event shall the amount payable by the T-Mobile Parties and the T-Mobile SPEs to Crown under this Section 3.4(c) exceed \$200,000,000 in the aggregate.

(d) On the second business day following the Final Payment Date (i) the Parties shall calculate the net amount owed to Crown or to the T-Mobile Parties and the T-Mobile SPEs, as the case may be, pursuant to this Section 3.4 and (ii) the Party that is obligated to pay such net amount shall make a single payment in immediately available funds by wire transfer to an account designated in writing by the Party to which such payment is owed.

SECTION 3.5 Further Assurances.

(a) The T-Mobile Parties and the T-Mobile SPEs shall take all actions and execute all documents reasonably necessary to ensure that, in the event a Portfolio Site was incorrectly designated on the Updated Site List, Crown, the Tower Operator and, after the Initial Closing, the applicable Sale Site Subsidiary are put in the same legal and economic position as they would have been in had such Portfolio Site been correctly designated on the Updated Site List, including, in the event any Site has been re-designated as an Excluded Site from its original Site Designation on the Updated Site List, to rescind the transaction that occurred with respect to such Site at the applicable Closing under this Agreement and the Collateral Agreements. In furtherance of the foregoing, the Parties shall execute and deliver, as applicable, (i) amended schedules and exhibits to the MPL, (ii) amended schedules and exhibits to the applicable MLA, (iii) amended schedules and exhibits to the Management Agreement, (iv) the documentation necessary to sell, convey, assign, transfer and deliver the applicable T-Mobile Contributor's right, title and interest in, to and under each Assignable Site and the Included Property of such Assignable Site and (v) amended schedules or exhibits to all other applicable Collateral Agreements.

(b) In furtherance of the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the T-Mobile Parties and the T-Mobile SPEs shall be responsible for reimbursing, and shall promptly, but in any event no later than 10 business days following request therefor, reimburse, Crown, the Tower Operator and, after the Initial Closing, the applicable Sale Site Subsidiary for all costs and expenses incurred by any of them in connection with any Non-Compliant Site, including any actions taken by Crown, the Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary pursuant to Section 3.5(a).

SECTION 3.6 *Exclusive Remedy.* Subject to Section 1.3, Section 2.7(c), Section 2.9, Section 4.4, Section 4.8 and Section 4.9, each Party's sole and exclusive remedy for any matters relating to Site Designations and the calculation of TCF, Supplemental TCF, Closing Total Consideration, Subsequent Closing Total CA/NV Consideration, Final Total Consideration is set forth in this Article 3, and the Parties hereby acknowledge and agree that they are not entitled to, and expressly waive, any and all other rights and remedies that the Parties may have (including under Article 12) relating to Site Designation and the calculation of TCF, Supplemental TCF, Closing Total Consideration, Subsequent Closing Total CA/NV Consideration and Final Total Consideration.

ARTICLE 4

OTHER PROCEDURES FOR SITES

SECTION 4.1 *Contributable Sites; Lease Sites; Assignable Sites.*

(a) If (i) there are no Contribution Exceptions with respect to an MPL Site or (ii) all of the Contribution Exceptions with respect to an MPL Site have been corrected or addressed pursuant to Section 4.2 or Section 4.3, then, except as otherwise provided in this Article 4, such Site shall thereafter be deemed to be a "**Contributable Site**"; provided, however, that a Special Zoning Site shall not be deemed a Contributable Site.

(b) With respect to each Contributable Site, if (i) there are no Leasing Exceptions with respect to such Site or (ii) all of the Leasing Exceptions with respect to such Site have been corrected or addressed pursuant to Section 4.2 or Section 4.3, then, except as otherwise provided in this Article 4, such Site shall thereafter be deemed to be a "**Lease Site**".

(c) If (i) there are no Assignment Exceptions with respect to a Sale Site or (ii) all of the Assignment Exceptions with respect to a Sale Site have been corrected or addressed pursuant to Section 4.2 or Section 4.3 (including, with respect to the CA/NV Sites, the CA/NV Consent and Acknowledgment has been received by Crown), then, except as otherwise provided in this Article 4, such Site will thereafter be deemed to be an "**Assignable Site**"; provided, however, that a Special Zoning Site shall not be deemed an Assignable Site.

SECTION 4.2 ***Certain Procedures with Respect to Identifying and Curing Exceptions.***

(a) Subject to Section 2.7(e), the T-Mobile Contributors and, after the Initial Closing Date, the T-Mobile SPEs shall use commercially reasonable efforts and shall cooperate in good faith with Crown and the Tower Operator to cause any Exceptions to be cured, in each case in accordance with Section 4.3(c) and as promptly as reasonably practicable. Crown and the Tower Operator shall have the right, at any time, to contact Ground Lessors, Tower Subtenants or any other Persons in connection with the transactions contemplated by this Agreement, including in order to identify any Exceptions, whether in person or by telephone, mail or other means of communication, and the T-Mobile Parties (for themselves and the T-Mobile SPEs) hereby authorize such contacts; provided that, prior to the Initial Closing, the T-Mobile Parties and Crown shall coordinate and cooperate in good faith with each other in communicating with Ground Lessors, and each Party shall, to the extent reasonably practicable, provide the other Party the opportunity to attend or participate in any such communications with Ground Lessors.

(b) Upon the cure of any Exceptions with respect to a Site, the T-Mobile Contributors and, after the Initial Closing Date, the T-Mobile SPEs shall provide written notice to Crown and the Tower Operator, identifying the Site together with the related Exceptions that were cured and containing a brief statement regarding how such Exceptions were cured. If Crown and the Tower Operator do not object within 10 business days of receipt of such notice to the assertion by the T-Mobile Contributors or the T-Mobile SPEs, as applicable, that such Exceptions have been cured and (i) if there are no remaining uncured Contribution Exceptions as to any Non-Contributable Site, such Site shall be deemed a Contributable Site, (ii) if there are no remaining uncured Leasing Exceptions as to any Pre-Lease Site, such Site shall be deemed a Lease Site and (iii) if there are no remaining Assignment Exceptions to any Non-Assignable Site, such Site shall be deemed an Assignable Site. All disputes over the method of cure with respect to an Exception shall be resolved by the dispute resolution process described in Section 4.4.

(c) Until the Initial Closing Date, T-Mobile, on behalf of the T-Mobile Contributors and, after the Initial Closing Date, the T-Mobile SPEs, shall respond as soon as practicable (but in any event within 10 business days) with respect to any actions, waivers, consents or documents that Crown and the Tower Operator reasonably request from the T-Mobile Parties or the T-Mobile SPEs with respect to the identification and curing of Exceptions, including in connection with obtaining Ground Lessor Estoppels and Non-Disturbance Agreements.

SECTION 4.3 ***Shared Sites; Excluded Sites; T-Mobile Contributors' Cure Rights.***

(a) Shared Sites. The T-Mobile Contributors shall use commercially reasonable efforts to cause any Shared Site to be bifurcated; provided, however, that if such Shared Site is not bifurcated prior to the Applicable Closing Date in a manner satisfactory to Crown acting in good faith, such Shared Site shall be an Excluded Site hereunder.

(b) **Excluded Sites.** The T-Mobile Parties may elect, in their sole discretion, by written notice to Crown given at any time prior to the Initial Closing Date, to exclude from the transactions contemplated by this Agreement, subject to Section 10.4, (i) any Casualty Site, (ii) any Non-Compliant Site, (iii) any Portfolio Sites subject to Transaction Revenue Sharing in accordance with Section 4.8, and (iv) any other Site (each such excluded Site, an “**Excluded Site**”); provided, however, that the T-Mobile Parties may designate no more than 50 Excluded Sites pursuant to clause (iv) of this Section 4.3(b). Crown may elect, to the extent permitted under and in accordance with Section 2.6, to exclude from the transactions contemplated by this Agreement the CA/NV Sites and designate such CA/NV Sites as Excluded Sites. Upon the designation of a Site as an Excluded Site in accordance with this Agreement, all references to such Site in the representations and warranties contained in this Agreement shall be deemed to have been deleted from and after the date of such designation.

(c) **Cure; Excluded Sites.** With respect to each Site subject to an Exception that has not been cured or waived, the T-Mobile Contributors and the T-Mobile SPE may, in their sole discretion, elect any of the following options to cure such Exception and, upon the taking of such action, such Exception shall be deemed to have been cured by T-Mobile Contributors:

(i) **Title Insurance.** If such Exception relates solely to title, if the Title Company shall have committed to issue to the Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary, without indemnity from the Tower Operator or such Sale Site Subsidiary but following the Tower Operator’s or such Sale Site Subsidiary’s payment of the applicable premium, a leasehold title insurance policy (or lender’s policy, as applicable) in the case of a Leased Site or a fee title insurance policy in the case of an Owned Site (which policy is acceptable, including as to the applicable premium and coverage amount, to the Tower Operator or such Sale Site Subsidiary in its reasonable discretion) without exception for such Exception (other than standard printed exceptions), or with affirmative coverage over such Exception; or

(ii) **Corrective Action.** If the T-Mobile Contributors or the T-Mobile SPEs shall have taken corrective action with respect to such Exception (including, by way of example, by obtaining required consents or approvals from third parties, by obtaining Ground Lessor Estoppels, by acquiring rights or property from third parties, by obtaining or providing any affidavits or certificates or otherwise) in a manner that is reasonably acceptable to Crown and, if applicable, the Title Company, and that cures such Exception.

SECTION 4.4 *Dispute Resolution.*

(a) The Parties intend to provide for an expedited dispute resolution process during the period from the Signing Date until the Applicable Closing that shall resolve any and all disputes solely with respect to the Site Designation of any Portfolio Site or whether any Exceptions to any Portfolio Site have been cured (each a “**Site Designation Pre-Closing Dispute**”). As such, any Site Designation Pre-Closing Dispute shall be subject to the dispute resolution process provided in this Section 4.4. Should a Party wish to initiate a dispute resolution process with respect to any Site Designation Pre-Closing Dispute, it shall first deliver to the other Parties a written notice (a “**Notice of Dispute**”) that specifies in reasonable detail the Site Designation Pre-Closing Dispute that such Party wishes to have resolved.

(b) If the Parties are not able to resolve any Site Designation Pre-Closing Dispute within 10 days of a Party's receipt of an applicable Notice of Dispute, then such Site Designation Pre-Closing Dispute shall be promptly submitted to the Settlement Firm for resolution and the Settlement Firm shall determine the Site Designation of the Portfolio Site subject to such Site Designation Pre-Closing Dispute. The T-Mobile Parties and Crown shall cooperate with the Settlement Firm and shall proceed reasonably and in good faith to cause the Settlement Firm to resolve any Site Designation Pre-Closing Dispute not later than 10 days after the engagement of the Settlement Firm with respect thereto. Crown, on the one hand, and the T-Mobile Parties, on the other hand, each shall pay one-half of the fees and expenses of the Settlement Firm. The Settlement Firm's resolution of the disagreement shall be reflected in a written report, which report shall be delivered promptly to Crown and the T-Mobile Parties and shall set forth the Settlement Firm's determination of the Site Designation for the Portfolio Site subject to the Site Designation Pre-Closing Dispute. Judgment may be entered upon the Settlement Firm's report in any court having jurisdiction over the Party against which such report is to be enforced. The Parties agree that the Site Designation of any Portfolio Site, as determined by the Settlement Firm pursuant to this Section 4.4(b), shall be the Final Site Designation of such Site.

(c) The Settlement Firm conducting any dispute resolution shall be bound by, and shall not have the power to modify, the provisions of this Agreement. Without limiting the foregoing, any determination of the valuation of a Site made by the Settlement Firm shall be made in accordance with Article 3. Unless otherwise provided in Section 4.8 or Section 4.9, each Party shall pay its own costs, fees and expenses (including for counsel, experts and presentation of proof) in connection with any dispute resolution under this Section 4.4; provided, however, that the expenses and fees of the Settlement Firm shall be shared equally by T-Mobile (on behalf of the T-Mobile Parties) and Crown.

(d) Subject to Section 1.3, Section 2.7(c), Section 2.9, Section 4.4, Section 4.8 and Section 4.9, each Party agrees that the dispute resolution process conducted pursuant to this Section 4.4 is the exclusive mechanism for the resolution of disputes with respect to the subjects referred to in Section 4.4(a) or any other provision of this Agreement that makes reference to this Section 4.4 and agrees that no action, suit or proceeding may be brought in any other forum relating to any such matters.

SECTION 4.5 *Special Zoning Sites.*

(a) If prior to the Closing with respect to a Site, the T-Mobile Parties or Crown discover that a Site constitutes a Special Zoning Site, the T-Mobile Parties or Crown, as the case may be, shall promptly provide written notice to the other Parties that it in good faith considers such Site to be a Special Zoning Site, and provide notice in reasonable detail of the reasons therefor. If such other Parties do not object within 10 business days of receipt of such notice, such Site shall be deemed to be a Special Zoning Site. All Site Designation Pre-Closing Disputes concerning the designation of a Site as a Special Zoning Site shall be resolved by the dispute resolution process described in Section 4.4. If an MPL Site is a Special Zoning Site or a Sale Site is a Special Zoning Site, then such Site shall be deemed a Non-Contributable Site or Non-Assignable Site, as applicable, and the provisions of Section 4.2 with respect to the curing of Exceptions shall apply, mutatis mutandis, to remedying the circumstances causing such Site to be a Special Zoning Site.

SECTION 4.6 *Casualty Sites.*

(a) If, prior to the Applicable Closing, the T-Mobile Parties or Crown discover that a Site constitutes a Casualty Site, the T-Mobile Parties or Crown, as the case may be, shall promptly notify the other Parties in writing that it considers such Site to be a Casualty Site, with reasonable specificity as to the reasons therefor. If such other Parties do not object within 10 business days of receipt of such notice, such Site shall be deemed to be a Casualty Site. All Site Designation Pre-Closing Disputes concerning the designation of a Site as a Casualty Site shall be resolved by the dispute resolution process described in Section 4.4.

(b) If a Site is deemed a Casualty Site, then:

(i) Excluded Site. If such Site is a Casualty Site as a result of a condemnation (or pending condemnation) or a foreclosure, deed-in-lieu of foreclosure or similar proceeding involving a Lien or Ground Lessor Mortgage, any Party may elect by written notice to the other Parties given no later than 5 business days prior to the Applicable Closing to exclude such Casualty Site from the transactions contemplated by this Agreement (any such Casualty Site no longer being referred to as a Casualty Site and being referred to as an Excluded Site).

(ii) Damaged Sites. If such Site is a Casualty Site as a result of physical damage prior to the Applicable Closing Date (a “**Damaged Site**”), the T-Mobile Parties may, at their option, (A) elect to repair, at their sole cost and expense, the Tower so as to bring the condition of such Tower to substantially the same (or better) condition that it was in immediately prior to the event or occurrence of the event causing such Tower to be designated as a Damaged Site (as determined by Crown in good faith) or (B) elect to reimburse Crown for the amount estimated by Crown in good faith to be required to complete the repair of the Tower and, promptly upon the receipt of an invoice from Crown or the Tower Operator, any actual out-of-pocket expenses incurred by Crown or the Tower Operator to so repair the Tower in excess of such estimated amount paid, if any. With respect to each Damaged Site, if the T-Mobile Parties or T-Mobile SPEs elect not to repair the Tower or pay Crown to repair the Tower pursuant to this Section 4.6(b) no later than 5 business days prior to the Applicable Closing, then such Damaged Site shall be treated as an Excluded Site as if the T-Mobile Parties and the T-Mobile SPEs had elected to exclude such Damaged Site pursuant to Section 4.2(a).

SECTION 4.7 *Allocation of Rent*. After the Closing Total Consideration is determined and prior to the Initial Closing Date, the T-Mobile Contributors shall cause to be delivered to Tower Operator a draft of Exhibit D to the MPL based on the financial information for the Sites used to calculate the Closing Total Consideration in accordance with Article 3. The method of allocating the prepaid rent for an MPL Site among the years in the applicable lease term as required for such Exhibit D shall be within the safe harbors permitted by Section 467 of the Code and Treasury Regulation §1.467-3(c)(3) (the “467 Safe Harbor Rules”) and otherwise as proposed by T-Mobile Contributors in a draft of such Exhibit D, and the T-Mobile Contributors’ draft of such Exhibit D shall be incorporated into the MPL. In addition, promptly after the Final Total Consideration is determined, the T-Mobile Contributors shall cause to be delivered to the Tower Operator a revised draft of Exhibit D to the MPL based on the financial information for the Sites used to calculate the Final Total Consideration in accordance with Article 3. Provided such revised draft complies with the 467 Safe Harbor Rules and absent any manifest error, the T-Mobile Contributors’ revised draft of such Exhibit D shall be incorporated into the MPL.

SECTION 4.8 *Transaction Revenue Sharing Payments.*

(a) The Parties acknowledge and agree that it is in the best interests of each Party to determine on or prior to the Initial Closing Date whether any Transaction Revenue Sharing Payments exist or could reasonably be expected to become due and payable and, where possible, to quantify the amounts thereof. As a result, prior to the Initial Closing, the T-Mobile Parties shall use commercially reasonable efforts to identify any such Transaction Revenue Sharing Payments and notify Crown thereof. Each Party shall further promptly notify the other Parties in the event that any Ground Lessor makes a claim or demand for a Transaction Revenue Sharing Payment.

(b) If the T-Mobile Parties reasonably and in good faith determine that Transaction Revenue Sharing Payments are reasonably likely to become due and payable with respect to any MPL Site following the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, the T-Mobile Parties and the T-Mobile SPEs shall have the right, in their discretion but in consultation with Crown and the Tower Operator, (i) prior to the Initial Closing, to designate such Site as a Managed MPL Site, a Sale Site or an Excluded Site and (ii) after the Initial Closing, to rescind the transaction that occurred with respect to such MPL Site at the applicable Closing and (x) designate and treat such MPL Site as a Managed Site and grant to the Tower Operator or the applicable Sale Site Subsidiary, as applicable, pursuant to the Management Agreement, the right to operate such Site as a Managed Site and administer the related Collocation Agreements or (y) designate and treat such MPL Site as an Assignable Site and sell, assign and transfer such Site to the applicable Sale Site Subsidiary pursuant to this Agreement or similar purchase and sale documentation that is reasonably satisfactory to the Tower Operator; provided that, in each case, such designation and, if applicable, the rescission of such transactions shall eliminate, in the reasonable determination of Crown and T-Mobile, the grounds for such Transaction Revenue Sharing Payment with respect to such MPL Site; and provided further that, in the case of a rescission and re-designation of an MPL Site following the Initial Closing, (A) such re-designation would not have resulted in the failure of either the Minimum Lease Site and Assignable Site Closing Condition or the Minimum Contributable Site and Assignable Site Closing Condition as of the Initial Closing Date if such MPL Site had been initially designated as such by the T-Mobile Parties at the Initial Closing, (B) upon the exercise of such right, the T-Mobile Parties and the T-Mobile SPEs shall, in the case of a rescission and the re-designation of a Lease Site as a Managed Site, promptly (but in no event later than two business days following request therefor) refund to Crown the Deferred Managed Site Consideration for such Site (if a positive number), together with interest thereon at the Interest Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the date of payment of the Closing Lease Site Rent for such Site to the date of refund (provided that if the Deferred Managed Site Consideration for such Site is a negative number, Crown shall pay the T-Mobile Parties and the T-Mobile SPEs an amount equal to the absolute value of the Deferred Managed Site Consideration for such Site, including interest thereon at the Interest Rate, calculated on the basis of the actual number of days elapsed divided by 360, from the date of payment of the Closing Lease Site Rent for such Site to the date of such payment), (C) in the case of a rescission and the re-designation of a Lease Site as an Assignable Site or an Managed MPL Site as a Sale Site, the sale, transfer and assignment of such Site to the applicable Sale Site Subsidiary shall be at no additional cost and expense to, and with no additional consideration to be paid by, Crown, and (D) upon the exercise of such right, the T-Mobile Parties and the T-Mobile SPEs shall take all other actions and execute all documents reasonably necessary (and any necessary amendments to existing documentation as appropriate) to ensure that the Parties are in the same legal and economic position as they would have been if such Site were originally a Managed Site or an Assignable Site, as the case may be. For the avoidance of doubt, notwithstanding anything to the contrary set forth herein, no MPL Site can be re-designated as a CA/NV Site.

(c) In furtherance of the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the T-Mobile Parties and the T-Mobile SPE shall be responsible for reimbursing, and shall promptly (but in no event later than 10 business days following request therefor) reimburse, Crown and the Tower Operator for all costs and expenses incurred by any of them in connection with the actions and transactions described in this Section 4.8.

SECTION 4.9 ***Material Site Title Issue or Material Site Non-Compliance Issue Arising Prior to the Applicable Date Closing.***

(a) If, at any time on or prior to the Applicable Closing Date, Crown determines in good faith that a Site has a Material Site Title Issue or a Material Site Non-Compliance Issue, Crown shall send T-Mobile a Notice of Dispute with respect to such Site explaining the reason for such determination in reasonable detail, along with reasonable supporting documentation. Within 10 days of delivery of such Notice of Dispute, T-Mobile shall deliver written notice to Crown that it either agrees that such Site is a Non-Compliant Site (a "***Site Non-Compliance Agreement Notice***") or that it disagrees that such Site is a Non-Compliant Site (a "***Site Non-Compliance Dispute Notice***"). If the Notice of Dispute lists more than one Site, T-Mobile shall deliver a Site Non-Compliance Agreement Notice for all Sites where it agrees with the Notice of Dispute and a Site Non-Compliance Dispute Notice for all Sites where it disagrees with the Notice of Dispute. The failure of T-Mobile to respond within such 10-day period shall be deemed a delivery by T-Mobile to Crown of a Site Non-Compliance Agreement Notice. The Parties shall work together, acting in good faith, to reach agreement regarding any dispute as to whether a Site is a Non-Compliant Site. In no event shall Crown's delivery of a Notice of Dispute alleging that a Site is a Non-Compliant Site or a dispute regarding whether a Site is a Non-Compliant Site delay the Applicable Closing.

(b) Upon delivery or deemed delivery of a Site Non-Compliance Agreement Notice by T-Mobile to Crown with respect to a Site, such Site shall be deemed an Excluded Site. If the Parties cannot agree whether a Site is a Non-Compliant Site, the dispute shall be promptly submitted to the Settlement Firm for resolution in accordance with Section 4.4.

(c) If a dispute over whether a Site is a Non-Compliant Site is pending on the Applicable Closing Date, such Site shall not be deemed a Non-Compliant Site (and such Site shall be included in the Sites that are the subject of the Applicable Closing); provided, however, that if such Site is later determined, as a result of the dispute resolution process pending under Section 4.4, to be a Non-Compliant Site, such Site shall be deemed an Excluded Site for all purposes of this Agreement and the Parties shall take all actions, make all payments and execute all documents reasonably necessary to ensure that: (i) the transactions that occurred with respect to such Site on the applicable Closing under this Agreement and the Collateral Agreements are rescinded and (ii) the Parties are in the same legal and economic position as they would have been if such Site were originally an Excluded Site, including T-Mobile or Crown, as the case may be, refunding any applicable portion of the Closing Total Consideration, Subsequent Closing CA/NV Total Consideration or Final Total Consideration, as applicable, and any Deferred Managed Site Consideration applicable to such Site to Crown (if the applicable portion was a positive number) and to T-Mobile (if the applicable portion was a negative number), net of any Excluded Site Collocation Payments theretofore paid to or received by Crown or the Tower Operator.

(d) In furtherance of the foregoing, and notwithstanding anything to the contrary contained in this Agreement, the T-Mobile Parties and the T-Mobile SPE shall be responsible for reimbursing, and shall promptly (but in any event no later than 10 business days following request therefor) reimburse, Crown and the Tower Operator for all out-of-pocket costs and expenses incurred by any of them in connection with any Non-Compliant Site, including any related dispute resolution process under Section 4.4 or any actions taken by Crown or the Tower Operator pursuant to Section 4.9(c).

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE T-MOBILE PARTIES

Each T-Mobile Party represents and warrants to Crown and the Tower Operator as follows:

SECTION 5.1 *Organization.*

(a) Each T-Mobile Party is a corporation or other entity duly organized, validly existing and in good standing under the laws of the state of its organization with the requisite corporate or other power and authority to carry on its business (including the ownership, lease and operation of the Included Property of the Sites) as it is now being conducted and is duly qualified and in good standing as a foreign entity in each jurisdiction in which the character of the Included Property owned, leased or operated by it requires such qualification, except for such qualifications the failure of which to obtain, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. Each T-Mobile Contributor and T-Mobile SPE is a wholly owned Subsidiary of T-Mobile.

(b) At the Initial Closing, each T-Mobile SPE and Sale Site Subsidiary shall be a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware with the requisite limited liability power and authority to carry on its business (including, if applicable, the ownership, lease and operation of the Included Property of the Sites) as shall be conducted at the Initial Closing, and shall be duly qualified and in good standing as a foreign entity in each jurisdiction in which the character of the Included Property that shall be owned, leased or operated by it requires such qualification (or applications for such qualification shall have been filed), except for such qualifications (or filing of applications to qualify) the failure of which to obtain or file, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.2 *Authority; Enforceability; No Conflicts.*

(a) Each T-Mobile Party has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and each T-Mobile Party has or shall have the requisite corporate or other power and authority to execute and deliver each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by each T-Mobile Party of this Agreement and the consummation of the transactions contemplated by this Agreement have been, and the execution and delivery by each T-Mobile Party of the Collateral Agreements to which it is a party and the consummation of the transactions contemplated thereby shall have been on or prior to the Initial Closing Date duly authorized by all requisite corporate or other action of each T-Mobile Party. Each T-Mobile Party (i) has duly executed and delivered this Agreement, (ii) on the Initial Closing Date shall have duly executed and delivered each of the Collateral Agreements to which it is a party (if any), and (iii) on each Technical Closing Date, shall have duly executed and delivered the amended schedules and exhibits to the existing, or new, Collateral Agreements to which it is a party, as the case may be. Assuming the due execution and delivery of each such agreement by each party thereto other than each T-Mobile Party, this Agreement is the legal, valid and binding obligation of each T-Mobile Party, and on the Initial Closing Date each of the Collateral Agreements to which each T-Mobile Party is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms, subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(b) At the Initial Closing, each T-Mobile SPE and Sale Site Subsidiary shall have the limited liability company power and authority to execute and deliver the applicable Joinder Agreement and each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each T-Mobile SPE and Sale Site Subsidiary of the applicable Joinder Agreement and each Collateral Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby shall have been duly authorized on or prior to the Initial Closing Date by all requisite limited liability company action of each T-Mobile SPE and Sale Site Subsidiary. Each T-Mobile SPE and Sale Site Subsidiary on the Initial Closing Date shall have duly executed and delivered the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party (if any). Assuming the due execution and delivery of each such agreement by each party thereto other than each T-Mobile SPE and Sale Site Subsidiary, on the Initial Closing Date, the applicable Joinder Agreement and each of the Collateral Agreements to which each T-Mobile SPE and Sale Site Subsidiary is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(c) The execution, delivery and performance by each T-Mobile Party of this Agreement and each of the Collateral Agreements to which it is a party (if any), and the consummation of the transactions contemplated hereby and thereby, do not and shall not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any Liability or result in the creation of any Lien upon any of the properties or assets of any T-Mobile Party under (i) any provision of the Certificates of Incorporation, Bylaws or other organizational documents of each T-Mobile Party, as applicable, (ii) except as set forth in Section 5.2(c)(ii) of the T-Mobile Disclosure Letter, any provision of Law or a Governmental Approval (excluding any Governmental Approval from a Governmental Authority in its role as a Ground Lessor under a Ground Lease) or (iii) any Material Agreement of any T-Mobile Party (including any Material Agreement with a Governmental Authority in its role as a Ground Lessor under a Ground Lease).

(d) At the Initial Closing, the execution, delivery and performance by each T-Mobile SPE and Sale Site Subsidiary of the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, shall not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any obligation or Liability or result in the creation of any Lien upon any of the properties or assets of any T-Mobile SPE or Sale Site Subsidiary under (i) any provision of the T-Mobile SPE Certificate of Formation, the T-Mobile SPE LLC Agreement, the applicable Sale Site Subsidiary Certificate of Formation, the applicable Sale Site Subsidiary LLC Agreement or other organizational documents of each T-Mobile SPE or Sale Site Subsidiary, (ii) except as set forth in Section 5.2(d)(ii) of the T-Mobile Disclosure Letter, any provision of Law or a Governmental Approval (excluding any Governmental Approval from a Governmental Authority in its role as a Ground Lessor under a Ground Lease) or (iii) any Material Agreement of any T-Mobile SPE or Sale Site Subsidiary (including any Material Agreement with a Governmental Authority in its role as a Ground Lessor under a Ground Lease).

SECTION 5.3 *Title to Property.*

(a) The applicable T-Mobile Contributor holds good and marketable fee simple title to the Owned Sites Land, and a valid and subsisting leasehold, subleasehold, easement, license or sublicense or other similar valid interest in the Leased Sites Land related to each Site, in each case free and clear of all Liens, except for Permitted Encumbrances. Except as disclosed in Section 5.3(a) of the T-Mobile Disclosure Letter, the applicable T-Mobile Contributor owns all right, title and interest in, to and under all of the Included Property of each Site (other than the Land related to such Site), free and clear of any Liens, except for Permitted Encumbrances.

(b) At the Initial Closing, with respect to each Contributable Site and Assignable Site, good and marketable fee simple title to the Owned Sites Land and a valid and subsisting leasehold, subleasehold, easement, license or sublicense interest in the Leased Sites Land related to each Site shall pass to the applicable T-Mobile SPE or Sale Site Subsidiary, as applicable, in each case free and clear of all Liabilities, except for Post-Closing Liabilities relating to such Contributable Site or Assignable Site, as applicable, and free and clear of all Liens, except for Permitted Encumbrances, and except as disclosed in Section 5.3(b) of the T-Mobile Disclosure Letter, good and marketable title to, and all other rights and interests of the T-Mobile Contributors and their Affiliates in, to and under all of the Included Property of each Contributable Site and Assignable Site (other than the Land related to such Site) shall pass to the applicable T-Mobile SPE or Sale Site Subsidiary, as applicable, in each case free and clear of all Liabilities, except for Post-Closing Liabilities relating to such Contributable Site or Assignable Site, and free and clear of all Liens, except for Permitted Encumbrances.

(c) At the Applicable Closing, with respect to each CA/NV Site, if the CA/NV Closing Condition has been satisfied and the CA/NV Sites are Assignable Sites hereunder, all rights of the T-Mobile Contributors and their Affiliates under the CA/NV Master Lease and all other CA/NV Site Agreements, CA/NV Ground Leases and related Collocation Agreements, and all their right, title and interest in, to and under the CA/NV Sites and the Included Property of the CA/NV Sites, shall pass to the applicable Sale Site Subsidiary, in each case free and clear of all Liabilities, except for Post-Closing Liabilities relating to such CA/NV Site, and free and clear of all Liens, except for Permitted Encumbrances.

(d) At the Applicable Closing, with respect to each Managed Site (including, for the avoidance of doubt, any CA/NV Site if (x) the CA/NV Inclusion occurs but the CA/NV Closing Condition was not satisfied or (y) the CA/NV Closing Condition has been satisfied but such CA/NV Site otherwise constitutes a Non-Assignable Site), the T-Mobile Parties and the T-Mobile SPEs party to the Management Agreement shall have the exclusive right to operate the such Managed Site (including the Included Property thereof), free and clear of all Liabilities, except for Post-Closing Liabilities relating to such Managed Site.

(e) The interests with respect to (i) the Assignable Sites being sold, conveyed, assigned, transferred and delivered to the Sale Site Subsidiaries, (ii) the Lease Sites being Leased to the Tower Operator and (iii) the Managed Sites being granted to the Sale Site Subsidiaries and the Tower Operator, as applicable, at the Applicable Closing, include the sale, conveyance, assignment, transfer and delivery, the Lease or the right to operate and use, as applicable, all personal property, rights and agreements necessary to operate the Included Property of the Sites in all material respects as operated on or immediately prior to the Signing Date.

SECTION 5.4 *Real Property.*

(a) Except as disclosed in Section 5.4(a) of the T-Mobile Disclosure Letter, (i) no T-Mobile Contributor or Affiliate of any T-Mobile Contributor owns the fee simple interest in or other Ground Lessor interest in any Leased Site, (ii) no Site is a Shared Site, (iii) no T-Mobile Contributor or Affiliate thereof is a party to any agreement with any Person (other than this Agreement) to transfer or encumber all or any portion of any Site (excluding, for these purposes, the rights of the Tower Subtenants under the Collocation Agreements, immaterial dedications to Governmental Authorities and Permitted Encumbrances) and (iv) none of the lenders of the T-Mobile Parties or any of their Affiliates has a security interest in a Site or the Included Property thereof.

(b) To the T-Mobile Parties' knowledge, all information contained in the extract data tape dated on or about August 1, 2012 relating to Ground Leases and Site Lease Agreements applicable to the Sites, delivered by the T-Mobile Parties to Crown is true, correct and complete in all material respects.

(c) Except as disclosed on Section 5.4(c) of the T-Mobile Disclosure Letter, to the T-Mobile Parties' knowledge, as of the Signing Date, no condemnation or re-zoning proceedings have been instituted with respect to any Site which would materially impact the use and occupancy of such Site.

SECTION 5.5 ***Personal Property.***

(a) Except as disclosed in Section 5.5(a) of the T-Mobile Disclosure Letter, each Site includes a Tower that is operational and in satisfactory order and repair (consistent with industry standards for wireless communications tower sites and other than immaterial ordinary wear and tear) and each Site includes Equipment and Tower Related Assets that are in satisfactory working order.

(b) Except as disclosed in Section 5.5(b) of the T-Mobile Disclosure Letter, each Site has the rights to install, maintain and use utilities for provision of electric power and access to a form of telecommunications service, except where the failure to have such rights, individually or in the aggregate, has not resulted and would not reasonably be expected to result, in a Tower Liability.

(c) Except as disclosed in Section 5.5(c) of the T-Mobile Disclosure Letter, each Site has vehicular ingress and egress to public streets or private roads that is suitable for four wheel drive vehicles, except where the failure to have such ingress or egress, individually or in the aggregate, has not resulted and would not reasonably be expected to result, in a Tower Liability and except for Sites which are accessed by helicopter or by other means of transportation in the ordinary course of maintenance and repair.

(d) The Sites and the related Tower Equipment and Tower Related Assets, taken as a whole, have been operated and maintained, in all material respects, in the ordinary course of business and consistent with past practice and in accordance with industry standards.

SECTION 5.6 ***Material Agreements.*** Except as set forth in Section 5.6 of the T-Mobile Disclosure Letter, true, correct and complete (in all material respects) copies of all Material Agreements in the possession of T-Mobile Contributors and their respective Affiliates have been made available to Crown. Except as set forth in Section 5.6 of the T-Mobile Disclosure Letter:

(a) Each Material Agreement (i) is in full force and effect, (ii) has been duly authorized, executed and delivered by the T-Mobile Contributors and, to the T-Mobile Parties' knowledge, the other parties thereto, and (iii) is a legal, valid and binding obligation, enforceable against the T-Mobile Contributors and, to the T-Mobile Parties' knowledge, each of the other parties thereto in accordance with its terms, subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity;

(b) The T-Mobile Contributors are in compliance with all Material Agreements, except where such failure, individually or in the aggregate, has not resulted, and would not reasonably be expected to result, in a Tower Liability. No T-Mobile Contributor nor, to the T-Mobile Parties' knowledge, any other party to a Material Agreement has, or to the T-Mobile Parties' knowledge has, or has been alleged to have, defaulted, breached or violated any material term or condition thereof and no T-Mobile Contributor or Affiliate thereof has received written notice of cancellation, termination, non-renewal or rejection in Bankruptcy of such Material Agreement;

(c) No Material Agreement contains any restriction or limitation on the ability of a T-Mobile Contributor or any Affiliate thereof to compete with any Person or to engage in any line of business with any Person that shall be binding on Crown or its Affiliates from and after the Initial Closing;

(d) Except as provided in the Collateral Agreements, at the Initial Closing, there shall be no marketing, management or other contracts pursuant to which any Person other than the T-Mobile Parties on behalf of the other T-Mobile Contributors, the applicable T-Mobile SPE or the Sale Site Subsidiary has the right to market or lease tower space to any Person at a Site;

(e) Except for the Material Agreements, there is no other material contract or agreement, other than any Collateral Agreement, relating to the construction, acquisition ownership, lease, operation, marketing, monitoring or maintenance of the Sites;

(f) No T-Mobile Contributor holds or has the right to obtain, as a security deposit or similar collateral or security under a Collocation Agreement, any cash, cash equivalents, letters of credit or marketable securities; and

(g) No Master Collocation Agreement provides reciprocal rights for a T-Mobile Contributor or any of its Affiliates to collocate on a wireless communication tower owned or leased by a Tower Subtenant.

SECTION 5.7 **Litigation; Orders.** Except as disclosed in Section 5.7 of the T-Mobile Disclosure Letter, as of the Signing Date, there is no action, suit or proceeding pending or, to the T-Mobile Parties' knowledge, threatened against any T-Mobile Contributor or Affiliate thereof, relating to any Site, Tower or any portion of the Included Property by or before any Governmental Authority or by any Person that, individually or in the aggregate, has resulted or would reasonably be expected to result in a Tower Liability. As of the Signing Date, there is no action, suit or proceeding pending or, to the T-Mobile Parties' knowledge, threatened against any Sale Site Subsidiary. Except as disclosed in Section 5.7 of the T-Mobile Disclosure Letter, as of the Signing Date, there are no Orders pending or, to the T-Mobile Parties' knowledge, threatened in writing against any T-Mobile Contributor or any Affiliate thereof with respect to the Included Property of any of the Sites or otherwise binding on any Included Property of any of the Sites that, individually or in the aggregate, have resulted or would reasonably be expected to result in a Tower Liability. To the T-Mobile Parties' knowledge, as of the Signing Date, there are no Orders, and there are no actions or proceedings by or before any Governmental Authority pending or threatened in writing, that challenge the validity of this Agreement or any Collateral Agreement or that are reasonably expected to have the result set forth in Section 11.2.

SECTION 5.8 **Environmental Matters.** Except as disclosed in Section 5.8 of the T-Mobile Disclosure Letter, (a) the T-Mobile Parties have not received any written notification from a Governmental Authority that any Site is not in compliance with applicable Environmental Laws and (b) there have been no releases or disposals of any Hazardous Materials, and there are no other facts, circumstances or conditions, at or affecting any Site that would reasonably be expected to result in liability under applicable Environmental Law, in each case, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. To the T-Mobile Parties' knowledge, T-Mobile Contributors have provided to Crown copies of all Phase I and Phase II environmental site assessment reports and ground water monitoring reports related to the Sites that are in the T-Mobile Contributors' possession; provided, however, that neither T-Mobile Contributors nor any of their respective Affiliates makes any representation or warranty as to the scope, accuracy or comprehensiveness (or lack thereof) of such reports.

SECTION 5.9 **Brokers, Finders, Etc.** The T-Mobile Parties have not employed any broker, finder, investment banker or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees or other similar fees for which Crown would be responsible in connection with the transactions contemplated by this Agreement or any of the Collateral Agreements.

SECTION 5.10 **Per Tower Data.** Section 5.10 of the T-Mobile Disclosure Letter was derived from the books, records and processes of the T-Mobile Parties maintained in the ordinary course of business and consistent with past practice and in accordance with industry standards, and sets forth the following items with respect to each Site as of August 1, 2012:

- (a) each Tower, address, approximate height and Tower-type category;
- (b) whether the T-Mobile Contributors or any Affiliates thereof occupy any collocation space on such Site or have any Collocation Operations;
- (c) the Collocation Agreement number and the identity of each Tower Subtenant (including any Affiliate of a T-Mobile Contributor that is not a T-Mobile Contributor hereunder) on the Tower of such Site and the periodic revenue currently being billed related to the Tower Subtenants on the Tower of such Site along with the commencement date of the Collocation Agreement and the frequency, basis of calculation (either fixed amount or percentage) and amount of any rent escalation clauses associated with the Collocation Agreement;
- (d) the periodic amount of ground lease expense (including revenue share but excluding ground rent leveling expense recorded under SFAS 13) related to such Site; and
- (e) the identification number of each individual Site as used by any T-Mobile Contributor.

SECTION 5.11 **Compliance with Laws and Governmental Approvals.**

(a) Except as set forth in Section 5.11(a) of the T-Mobile Disclosure Letter, the T-Mobile Parties have operated and are operating each Site and the related Tower and Equipment on such Site in all material respects in accordance with all applicable Laws. The T-Mobile Parties have not received any notification that any Site lacks any necessary Governmental Approvals or is not in compliance with any applicable Laws (excluding any Environmental Laws) affecting such Site, except where the failure to have such Governmental Approvals or to be in such compliance, individually or in the aggregate, has not resulted and would not reasonably be expected to result in a Tower Liability.

(b) None of the T-Mobile Contributors or any Affiliates thereof has received written notice of any Legal Action from any Governmental Authority or other Person as to the condition, operation or use of any Site that, individually or in the aggregate, has resulted or would reasonably be expected to result in a Tower Liability.

SECTION 5.12 *Solvency.* Immediately prior to the Initial Closing, each of the T-Mobile SPEs and the Sale Site Subsidiaries shall be solvent. After giving effect to the transactions contemplated by this Agreement, each of T-Mobile, the T-Mobile Contributors, the T-Mobile SPEs and the Sale Site Subsidiaries shall be solvent. No transfer of property is being made, and no obligation is being incurred in connection with the transactions contemplated by this Agreement and the Collateral Agreements with the intent to hinder, delay or defraud either present or future creditors of any of the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries.

SECTION 5.13 *Taxes.* Each T-Mobile Party has duly and timely filed, or shall so file when due, with the appropriate Governmental Authorities (or there have been or shall be duly and timely filed on their behalf) all U.S. federal and other material Tax Returns required to be filed by them, and all such Tax Returns are materially true, correct and complete. Except to the extent of any timely filed appeal or protest, all material Taxes with respect to the Included Property that are due and payable prior to the Applicable Closing Date have been or shall be timely paid by the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries. Each T-Mobile SPE and the Sale Site Subsidiaries shall, for all times subsequent to their formation and through the Initial Closing Date, be treated as a disregarded entity for U.S. federal income Tax purposes and no T-Mobile SPE nor Sale Site Subsidiary shall elect to be treated as an association taxable as a corporation under Treasury Regulation § 301.7701-3.

SECTION 5.14 *Ownership of the T-Mobile SPEs and Sale Site Subsidiaries.* When the T-Mobile SPEs and the Sale Site Subsidiaries are formed and at the Initial Closing Date: (a) all of the T-Mobile SPE Interests and Sale Site Subsidiary Interests shall be duly authorized and validly issued, and shall be owned, beneficially and of record, by one or more T-Mobile Parties, (b) the T-Mobile Parties shall have good and valid title, free and clear of all Liens, to all of the T-Mobile SPE Interests and Sale Site Subsidiary Interests, (c) there shall be no outstanding securities or other instruments convertible into or exchangeable for any limited liability company membership interests in any of the T-Mobile SPEs or the Sale Site Subsidiaries, (d) none of the T-Mobile SPEs nor the Sale Site Subsidiaries shall be subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of capital stock or limited liability company membership interests or any warrants, options or other rights to acquire its limited liability company membership interests, (e) other than as set forth in the T-Mobile SPE LLC Agreements and the Sale Site Subsidiary LLC Agreements, there shall be no voting agreements, voting trusts or other agreements (including contractual or statutory preemptive rights or cumulative voting rights), commitments or understandings with respect to the voting or transfer of the T-Mobile SPE Interests or the Sale Site Subsidiary Interests and (f) none of the T-Mobile SPE Interests and Sale Site Subsidiary Interests shall be issued in contravention of any preemptive rights, rights of first refusal or first offer or similar rights or any applicable Law.

SECTION 5.15 *Subsidiaries, Investments, No Prior Activities.* When the T-Mobile SPEs and the Sale Site Subsidiaries are formed and at the Initial Closing Date, none of the T-Mobile SPEs or the Sale Site Subsidiaries shall (a) have any Subsidiaries, (b) own any shares of, or control, directly or indirectly, or have any equity interest in (or any right (whether contingent or otherwise) to acquire the same) any corporation, partnership or limited liability company, (c) own or hold any indebtedness (other than amounts payable under the Collocation Agreements) or securities issued by or other investments in any Person or (d) have engaged in any activities other than in connection with or incidental to its formation, the execution and delivery of the applicable Joinder Agreement and the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby. No Sale Site Subsidiary holds any Excluded Assets or Excluded Liabilities.

SECTION 5.16 *No Implied Representations.* NOTWITHSTANDING ANY OTHERWISE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY THE T-MOBILE PARTIES IN THIS AGREEMENT, NO T-MOBILE PARTY MAKES ANY REPRESENTATION OR WARRANTY TO CROWN AND THE TOWER OPERATOR WITH RESPECT TO:

(a) ANY PROJECTIONS, ESTIMATES OR BUDGETS HERETOFORE DELIVERED TO OR MADE AVAILABLE TO CROWN RELATING TO FUTURE REVENUES, EXPENSES OR EXPENDITURES OR FUTURE RESULTS OF OPERATIONS;

(b) EXCEPT AS EXPRESSLY COVERED BY A REPRESENTATION AND WARRANTY CONTAINED IN THIS ARTICLE 5 OR ANY CERTIFICATE OR COLLATERAL AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT, ANY OTHER INFORMATION OR DOCUMENTS (FINANCIAL OR OTHERWISE) MADE AVAILABLE TO CROWN OR ITS COUNSEL, ACCOUNTANTS OR ADVISERS WITH RESPECT TO THE T-MOBILE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES, THE INCLUDED PROPERTY OF THE SITES OR THE POST-CLOSING LIABILITIES; OR

(c) ANY MATTERS RELATED TO ZONING LAWS (EXCEPT AS PROVIDED IN SECTION 5.4) OR LAWS RELATED TO ELECTROMAGNETIC RADIATION.

SECTION 5.17 *Additional Matters With Respect to Representations and Warranties.* For the avoidance of doubt, no representation, warranty, or covenant is being made hereunder with respect to any site which is an Excluded Site at the Applicable Closing.

SECTION 5.18 *Securities Act.* At or prior to each Applicable Closing, none of the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries or any of their respective Affiliates or any other Person acting on their behalf, shall have directly or indirectly engaged in any form of general solicitation or general advertising with respect to the T-Mobile SPE Interests or the Sale Site Subsidiary Interests nor shall any of such Persons have made any offers or sales of any security or solicited any offers to buy any security under circumstances that would require registration of the T-Mobile SPE Interests or the Sale Site Subsidiary Interests under the Securities Act of 1933, as amended.

SECTION 5.19 *CA/NV Representations and Warranties.* Set forth on Schedule 8 is a true, correct and complete list of all material agreements relating to the CA/NV Sites or the applicable T-Mobile Parties' interests therein or obligations with respect thereto, including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto (collectively, the "*CA/NV Site Agreements*"). All CA/NV Site Agreements that are in the possession of T-Mobile or its Affiliates have been made available to Crown.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE T-MOBILE SPES AND THE SALE SITE SUBSIDIARIES

At the Initial Closing Date (immediately after the transactions contemplated by the T-Mobile Internal Transfers Agreement have been consummated), each T-Mobile SPE and Sale Site Subsidiary represents and warrants, as to itself, to Crown and the Tower Operator as follows:

SECTION 6.1 *Organization.* Each T-Mobile SPE and Sale Site Subsidiary is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware with the requisite limited liability power and authority to carry on its business (including, if applicable, the ownership, lease and operation of the Included Property of the Sites) as shall be conducted at the Initial Closing, and is duly qualified and in good standing as a foreign entity in each jurisdiction in which the character of the Included Property that shall be owned, leased or operated by it requires such qualification (or applications for such qualification shall have been filed), except for such qualifications (or filing of applications to qualify) the failure of which to obtain or file, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

SECTION 6.2 *Authority; Enforceability; No Conflicts.*

(a) Each T-Mobile SPE and Sale Site Subsidiary has the limited liability company power and authority to execute and deliver the applicable Joinder Agreement and each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each T-Mobile SPE and Sale Site Subsidiary of the applicable Joinder Agreement and each Collateral Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby shall have been duly authorized by all requisite limited liability company action of each T-Mobile SPE and Sale Site Subsidiary. Each T-Mobile SPE and Sale Site Subsidiary has duly executed and delivered the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party (if any). Assuming the due execution and delivery of each such agreement by each party thereto other than each T-Mobile SPE and Sale Site Subsidiary, on the Initial Closing Date, the applicable Joinder Agreement and each of the Collateral Agreements to which each T-Mobile SPE and Sale Site Subsidiary is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(b) The execution, delivery and performance by each T-Mobile SPE and Sale Site Subsidiary of the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any Liability or result in the creation of any Lien upon any of the properties or assets of any T-Mobile SPE under (i) any provision of the T-Mobile SPE Certificate of Formation, the T-Mobile SPE LLC Agreement, Sale Site Subsidiary Certificate of Formation, Sale Site Subsidiary LLC Agreement or other organizational documents of each T-Mobile SPE or Sale Site Subsidiary, (ii) except as set forth in Section 5.2(d)(ii) of the T-Mobile Disclosure Letter, any provision of Law or a Governmental Approval or (iii) any Material Agreement to which any T-Mobile SPE or Sale Site Subsidiary is a party.

SECTION 6.3 *Title to Properties.*

(a) The applicable T-Mobile SPE holds valid and subsisting leasehold, subleasehold, easement, license or sublicense interest in the Leased Sites Land related to each Leased Site, in each case free and clear of all Liens, except for Permitted Encumbrances. Except as disclosed in Section 6.3(a) of the T-Mobile Disclosure Letter, the applicable T-Mobile SPE owns all right, title and interest in, to and under all of the Included Property of each Contributable Site (other than the Land related to such Site), in each case free and clear of all Liens, except for Permitted Encumbrances. No T-Mobile SPE holds any Excluded Assets or Excluded Liabilities.

(b) The applicable Sale Site Subsidiary holds good and marketable fee simple title to the Owned Sites Land, and a valid and subsisting leasehold, subleasehold, easement, license, sublicense or other similar valid interest in the Leased Sites Land, respectively, free and clear of all Liens, except for Permitted Encumbrances. Except as disclosed in Section 6.3(b) of the T-Mobile Disclosure Letter, the applicable Sale Site Subsidiary owns all right, title and interest in, to and under all of the Included Property of each Assignable Site (other than the Land related to such Site), in each case free and clear of all Liens, except for Permitted Encumbrances. No Sale Site Subsidiary holds any Excluded Assets or Excluded Liabilities.

(c) If the CA/NV Closing Condition has been satisfied and a CA/NV Site is an Assignable Site hereunder, the applicable Sale Site Subsidiary shall hold all rights of the T-Mobile Contributors and their Affiliates under the CA/NV Master Lease and all other CA/NV Site Agreements, CA/NV Ground Leases and related Collocation Agreements related to such CA/NV Site and all right, title and interest of the T-Mobile Contributors and their Affiliates in, to and under such CA/NV Site and the Included Property of such CA/NV Site, in each case free and clear of all Liabilities, except for Post-Closing Liabilities relating to such CA/NV Site, and free and clear of all Liens, except for Permitted Encumbrances.

(d) Upon the execution and delivery of the Management Agreement, Tower Operator and the applicable Sale Site Subsidiary, as applicable, shall have the exclusive right to operate the Included Property of each Managed Site, in each case free and clear of all Liabilities.

SECTION 6.4 Solvency. Each T-Mobile SPE and Sale Site Subsidiary is solvent. No transfer of property is being made, and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of any T-Mobile SPE or Sale Site Subsidiary.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF CROWN

Crown represents and warrants to the T-Mobile Parties as follows:

SECTION 7.1 Organization.

(a) Crown is a corporation or other entity duly organized, validly existing and in good standing under the laws of the state of its organization with the requisite corporate or other power and authority to carry on in all material respects its business as it is now being conducted and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the character of its business requires such qualification, except for such qualifications the failure of which to obtain, individually or in the aggregate, has not had and would not reasonably be expected to have a Tower Operator Material Adverse Effect.

(b) At the Initial Closing, each Tower Operator Party shall be a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware with the requisite limited liability power and authority to carry on in all material respects its business as shall be conducted at the Initial Closing, and shall be duly qualified and in good standing as a foreign entity in each jurisdiction in which the character of the Included Property that shall be owned, leased or operated by it requires such qualification (or applications for such qualification shall have been filed), except for such qualifications (or filing of applications to qualify) the failure of which to obtain or file, individually or in the aggregate, has not had and would not reasonably be expected to have a Tower Operator Material Adverse Effect.

SECTION 7.2 Authority; Enforceability; No Conflicts.

(a) Crown has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and Crown has or shall have the requisite corporate or other power and authority to execute and deliver each Collateral Agreement to which it is a party (if any), to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by Crown of this Agreement and the consummation of the transactions contemplated by this Agreement have been, and the execution and delivery by Crown of the Collateral Agreements to which it is a party (if any) and the consummation of the transactions contemplated thereby shall have been on or prior to the Initial Closing Date duly authorized by all requisite corporate or other action of Crown. Crown (i) has duly executed and delivered this Agreement, (ii) on the Initial Closing Date shall have duly executed and delivered each of the Collateral Agreements to which it is a party (if any), and (iii) on each Technical Closing Date, shall have duly executed and delivered the amended schedules and exhibits to the existing, or new, Collateral Agreements to which it is a party (if any), as the case may be. Assuming the due execution and delivery of each such agreement by each party thereto other than Crown, this Agreement is the legal, valid and binding obligation of Crown, and on the Initial Closing Date each of the Collateral Agreements to which it is a party, if any (as amended at such time and as theretofore amended), shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms, subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(b) At the Initial Closing, the Tower Operator shall have the limited liability company power and authority to execute and deliver the applicable Joinder Agreement and each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Tower Operator of the applicable Joinder Agreement and each Collateral Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby shall have been duly authorized on or prior to the Initial Closing Date by all requisite limited liability company action of the Tower Operator. The Tower Operator on the Initial Closing Date shall have duly executed and delivered the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party. Assuming the due execution and delivery of each such agreement by each party thereto other than the Tower Operator, on the Initial Closing Date the applicable Joinder Agreement and each of the Collateral Agreements to which the Tower Operator is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(c) At the Initial Closing, the Paying Agent shall have the limited liability company power and authority to execute and deliver each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by the Paying Agent of each Collateral Agreement to which it is a party and the consummation of the transactions contemplated thereby shall have been duly authorized on or prior to the Initial Closing Date by all requisite limited liability company action of the Paying Agent. The Paying Agent on the Initial Closing Date shall have duly executed and delivered each of the Collateral Agreements to which it is a party. Assuming the due execution and delivery of each such agreement by each party thereto other than the Paying Agent, on the Initial Closing Date each of the Collateral Agreements to which the Paying Agent is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of the Paying Agent, in each case enforceable against it in accordance with its respective terms subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

(d) The execution, delivery and performance by Crown of this Agreement and each of the Collateral Agreements to which it is a party (if any), and the consummation of the transactions contemplated hereby and thereby, do not and shall not, with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under or permit the acceleration of any Liability under (i) any provision of the Certificates of Incorporation, Bylaws or other organizational documents of Crown or (ii) except as set forth in Section 7.2(d)(ii) of the Crown Disclosure Letter, any provision of Law or a Governmental Approval.

(e) At the Initial Closing, the execution, delivery and performance by the Tower Operator of the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, shall not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any Liability under (i) any provision of the certificate of formation, limited liability company agreement or other organizational documents of the Tower Operator or (ii) except as set forth in Section 7.2(e)(ii) of Crown Disclosure Letter, any provision of Law or a Governmental Approval.

(f) At the Initial Closing, the execution, delivery and performance by the Paying Agent of each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated thereby, shall not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any Liability under (i) any provision of the certificate of formation, limited liability company agreement or other organizational documents of the Paying Agent or (ii) except as set forth in Section 7.2(f)(ii) of Crown Disclosure Letter, any provision of Law or a Governmental Approval.

SECTION 7.3 *Governmental Approvals, Consents, Reports, Etc.* Section 7.3 of Crown Disclosure Letter contains a list of all Governmental Approvals and other filings, applications or notices required to be made, filed, given or obtained by Crown or any of its Affiliates with, to or from any Governmental Authorities or other Persons in connection with the consummation of the transactions contemplated by this Agreement, except (a) the filing of any notification or report form required under the HSR Act, (b) those that become applicable solely as a result of the specific regulatory status of the T-Mobile Parties or (c) those approvals, filings, applications and notices the failure to make, file, give or obtain of which do not adversely affect or restrict in any material respect, or would not reasonably be expected to adversely affect or restrict in any material respect, Crown's ability to consummate the transactions contemplated by this Agreement.

SECTION 7.4 *Litigation; Orders.* Except as disclosed in Section 7.4 of the Crown Disclosure Letter, as of the Signing Date, there is no action, suit or proceeding pending or, to Crown's knowledge, threatened against Tower Operator by or before any Governmental Authority or by any Person which challenges the validity of this Agreement or which would reasonably be likely to adversely affect or restrict (i) Tower Operator's ability to consummate the transactions contemplated by this Agreement or (ii) Tower Operator's or its Affiliates' ability to lease or operate the Sites to be leased under the MPL or the MLAs or which, individually or in the aggregate, have had or would reasonably be expected to have a Tower Operator Material Adverse Effect. To Crown's knowledge, as of the Signing Date, there are no Orders pending or threatened in writing that adversely affect or restrict, or would reasonably be expected to adversely affect or restrict (i) Tower Operator's ability to consummate the transactions contemplated by this Agreement or (ii) Tower Operator's or its Affiliates' ability to lease or operate the Sites pursuant to the MPL or the MLAs or which, individually or in the aggregate, have had or would reasonably be expected to have a Tower Operator Material Adverse Effect.

SECTION 7.5 **SEC Reports.** Crown has filed all material forms, reports and documents, together with any required amendments thereto, required to be filed by it with the SEC since January 1, 2011 (collectively, the “**SEC Documents**”). The SEC Documents (i) were prepared, in all material respects, in accordance with the requirements of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, as the case may be, and the rules and regulations promulgated thereunder and (ii) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated in such SEC Documents or necessary in order to make the statements made in such SEC Documents, in the light of the circumstances under which they were made, not misleading.

SECTION 7.6 **Brokers, Finders, Etc.** Crown has not employed any broker, finder, investment banker or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders’ fees or other similar fees for which the T-Mobile Parties or their respective Affiliates would be responsible in connection with the transactions contemplated by this Agreement or any of the Collateral Agreements.

SECTION 7.7 **Financial Capability.** Crown has, as of the date of this Agreement, and shall have on the Closing Date, sufficient funds to enable Crown and the Tower Operator to consummate the transactions contemplated hereby, including payment of the Closing Total Consideration and fees and expenses of Crown relating to the transactions contemplated hereby.

SECTION 7.8 **Solvency.** Immediately prior to the Initial Closing, each Tower Operator Party shall be solvent. After giving effect to the transactions contemplated by this Agreement, Crown and each of its Subsidiaries, including the Tower Operator Parties, shall be solvent. No transfer of property is being made, and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Crown or any Tower Operator Party.

SECTION 7.9 **Ownership of the Tower Operator Parties.** At the time the Tower Operator Parties are formed and at the Initial Closing Date: (a) all of the Tower Operator Party Interests shall be duly authorized and validly issued and shall be owned, beneficially and of record, by Crown or a Subsidiary thereof, (b) Crown or a Subsidiary thereof shall have good and valid title, free and clear of all Liens, to all of the Tower Operator Party Interests, (c) there shall be no outstanding securities or other instruments convertible into or exchangeable for any limited liability company membership interests in the Tower Operator, (d) the Tower Operator Parties shall not be subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of capital stock or limited liability company membership interests or any warrants, options or other rights to acquire its limited liability company membership interests, (e) other than as set forth in the organizational documents of the Tower Operator Parties, there shall be no voting agreements, voting trusts or other agreements (including contractual or statutory preemptive rights or cumulative voting rights), commitments or understandings with respect to the voting or transfer of the Tower Operator Interests and (f) none of the Tower Operator Party Interests shall be issued in contravention of any preemptive rights, rights of first refusal or first offer or similar rights or any applicable Law.

SECTION 7.10 **Securities Act.** At or prior to the Initial Closing, none of Crown or any Tower Operator Party, or any of their respective Affiliates or any other Person acting on their behalf, shall have directly or indirectly engaged in any form of general solicitation or general advertising with respect to the Tower Operator Interests nor shall any of such Persons have made any offers or sales of any security or solicited any offers to buy any security under circumstances that would require registration of the Tower Operator Interests under the Securities Act of 1933, as amended.

SECTION 7.11 **Subsidiaries, Investments, No Prior Activities.** At the time the Tower Operator Parties are formed and at the Initial Closing Date, no Tower Operator Party shall (a) have any Subsidiaries (other than, in the case of the Tower Operator the Paying Agent), (b) own any shares of, or control, directly or indirectly, or have any equity interest in (or any right (whether contingent or otherwise) to acquire the same) any corporation, partnership, or limited liability company, (c) own or hold any indebtedness or securities issued by or other investments in any Person or (d) have engaged in any activities other than in connection with or incidental to its formation, the execution and delivery of any applicable Joinder Agreement and the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF THE TOWER OPERATOR

At the Initial Closing Date, the Tower Operator represents and warrants to the T-Mobile Parties and the T-Mobile SPEs as follows:

SECTION 8.1 **Organization.** The Tower Operator is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware with the requisite limited liability power and authority to carry on its business as shall be conducted at the Initial Closing, and is duly qualified and in good standing as a foreign entity in each jurisdiction in which the character of the Included Property that shall be owned, leased or operated by it requires such qualification (or applications for such qualification shall have been filed), except for such qualifications (or filing of applications to qualify) the failure of which to obtain or file, individually or in the aggregate, has not had and would not reasonably be expected to have a Tower Operator Material Adverse Effect.

SECTION 8.2 **Authority; Enforceability.** The Tower Operator has the limited liability company power and authority to execute and deliver the applicable Joinder Agreement and each Collateral Agreement to which it is a party, to perform its obligations thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Tower Operator of the applicable Joinder Agreement and each Collateral Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action of the Tower Operator. The Tower Operator has duly executed and delivered the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party. Assuming the due execution and delivery of each such agreement by each party thereto other than the Tower Operator, on the Initial Closing Date the applicable Joinder Agreement and each of the Collateral Agreements to which the Tower Operator is a party (as amended at such time and as theretofore amended) shall be the legal, valid and binding obligation of such Person, in each case enforceable against it in accordance with its respective terms subject to the effect of Bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity.

SECTION 8.3 **No Conflicts.** The execution, delivery and performance by the Tower Operator of the applicable Joinder Agreement and each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not with or without the giving of notice or the passage of time, or both, conflict with, or result in a breach or violation of, or constitute a default under, or permit the acceleration of any Liability under (i) any provision of the certificate of formation, limited liability company agreement or other organizational documents of the Tower Operator or (ii) except as set forth in Section 8.3(ii) of the Crown Disclosure Letter, any provision of Law or a Governmental Approval.

SECTION 8.4 **Solvency.** After giving effect to the transactions contemplated by this Agreement, each Tower Operator Party shall be solvent. No transfer of property is being made, and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of any Tower Operator Party.

ARTICLE 9

COVENANTS

SECTION 9.1 ***Investigation of Sites; Access to Properties and Records.***

(a) Prior to the Applicable Closing, but subject to (i) contractual and legal restrictions applicable to the T-Mobile Parties and (ii) applicable Law, T-Mobile and the T-Mobile Contributors shall, upon reasonable advance notice to T-Mobile, make their personnel available to Representatives of Crown and afford to such Representatives reasonable access to the Sites and their respective offices, properties and books and records of and relating to the Sites during normal business hours. In no event shall Crown take or permit any action in its investigation of any Site which impairs or otherwise interferes with the use and operation of any active Equipment on or communications operations being conducted at a Site. All requests for access shall be made to a representative of the T-Mobile Contributors as designated by the T-Mobile Contributors from time to time, who shall be solely responsible for coordinating all such requests and all access permitted under this Agreement and who may arrange for personnel to accompany Crown on any actual inspections. Crown shall indemnify the T-Mobile Contributors and their respective Affiliates for any claims, losses or causes of action as a result of physical or tangible damages caused by, or incurred in connection with, Crown's inspection of the Sites or other due diligence activities occurring prior to the Applicable Closing Date; provided, however, that Crown shall not indemnify the T-Mobile Contributors or their respective Affiliates for any claim, loss or cause of action caused by (A) the gross negligence or willful misconduct of any T-Mobile Contributor or such Affiliate or (B) any physical condition existing on any Site prior to Crown's or its Representative's entry thereon (except for any incremental damage or exacerbation of any existing condition caused by Crown or its Representatives' with respect to any such physical condition). Prior to conducting any physical inspection or testing at any Sites, Crown shall obtain, and during the period of such inspection or testing shall maintain, at its expense, commercial general liability insurance, on an "occurrence" basis, including a contractual liability endorsement, and personal injury liability coverage, with T-Mobile Contributors and their respective Affiliates as additional insureds, from an insurer reasonably acceptable to T-Mobile Contributors, which insurance policies must have limits of not less than \$1,000,000 (combined single limit) for each occurrence for bodily injury, death and property damage. Prior to making any entry upon any Site, Crown shall furnish to T-Mobile Contributors certificates of insurance evidencing the foregoing coverages.

(b) Without limiting the generality of Section 9.1(a), the T-Mobile Parties shall use commercially reasonable efforts to cooperate with Crown and to provide to Crown and its Affiliates, from time to time, upon reasonable advance notice from Crown, (i) access to relevant financial and other information pertaining to the Sites, which information is in any T-Mobile Party's possession and relevant and reasonably necessary, in the reasonable opinion of Crown or its Affiliates' outside, third party accountants ("**Accountants**"), to enable Crown or its Affiliates and their Accountants (and the accountants of the T-Mobile Parties) to prepare financial statements required by Crown in order to comply with (A) the requirements of Rule 3-14 of SEC Regulation S-X (or, if required by applicable authorities, Rule 3-05 of SEC Regulation S-X) promulgated under the Securities Act of 1933, (B) any other rule issued by the SEC and applicable to Crown or its Affiliates, and (C) any registration statement, report or disclosure statement filed with the SEC by or on behalf of Crown or its Affiliates, and (ii) if required by the Accountants (or the accountants of the T-Mobile Parties) in order to render any opinion or to issue any report concerning the financial statements of the T-Mobile Parties or the Sites for any date or period as of or prior to the Applicable Closing Date, provide to the Accountants (and the accountants of the T-Mobile Parties, if applicable) a representation letter, in reasonable and satisfactory form under generally accepted auditing standards promulgated by the Auditing Standards Division of the American Institute of Certified Public Accountants, executed by the appropriate individual(s). The T-Mobile Parties shall, upon the reasonable request of Crown, provide reasonable assistance in order to enable Crown or its Affiliates to (i) prepare any financial information relating to the Sites for filing or furnishing with the SEC or (ii) respond to any requests for information from the SEC. The T-Mobile Parties and the T-Mobile SPEs shall, and shall use commercially reasonable efforts to cause their Representatives to, reasonably cooperate with and assist Crown with any financing related to the transactions contemplated by this Agreement and the Collateral Agreements to be consummated by Crown or its Affiliates prior to or concurrently with the Initial Closing, including providing Crown with any relevant financial and other information pertaining to the Sites (which are in their possession and control) as Crown may reasonably request.

(c) Prior to the Applicable Closing, no information provided to Crown or its Representatives pursuant to this Agreement shall be used for any purpose unrelated to the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, or any financings thereof, and all such information shall be held by Crown, its Affiliates and its Representatives in accordance with, and shall be subject to the terms of, Section 9.11 and the Confidentiality Agreement.

(d) Crown or its Affiliates shall (i) hold all of the books and records received from the T-Mobile SPEs or their Affiliates relating to the Sites and not destroy or dispose of any thereof for a period of three years from the Applicable Closing Date, and thereafter, if it desires to destroy or dispose of the non-privileged books and records, to offer first in writing, at least 30 days prior to such destruction or disposition, to surrender them to the T-Mobile SPEs and (ii) afford the T-Mobile SPEs, their advisors, accountants and legal counsel, during normal business hours, upon reasonable request, reasonable access to such non-privileged books and records and, if required in connection with the foregoing, to the employees of Crown or its Affiliates, in each case to the extent that such access may be requested for any legitimate purpose, unless such non-privileged books and records have been disposed of in accordance with this Section 9.1(d).

SECTION 9.2 *Efforts to Close; Cooperation.*

(a) Subject to the provisions of this Agreement, the T-Mobile Parties and Crown each shall use their commercially reasonable efforts to (i) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and the Collateral Agreements, and to cooperate with the other in connection with the foregoing and (ii) refrain from taking, or cause to be refrained from taking, any action and to refrain from doing or causing to be done, anything which would reasonably be expected to impede or impair the prompt consummation of the transactions contemplated by this Agreement, including using their commercially reasonable efforts to (A) obtain all necessary waivers, consents, releases and approvals that are required for the consummation of the transactions contemplated by this Agreement, (B) obtain all consents, approvals and authorizations that are required by this Agreement or any Collateral Agreement to be obtained under any Law, (C) lift or rescind any Order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement and the Collateral Agreements, (D) effect all necessary registrations and filings, including filings and submissions of information requested or required by any Governmental Authority, and (E) fulfill all conditions to this Agreement. With respect to any threatened or pending preliminary or permanent injunction or other Order or Law that would adversely affect the ability of the Parties to promptly consummate the transactions contemplated by this Agreement and the Collateral Agreements, the Parties shall use their commercially reasonable efforts to prevent the entry, enactment or promulgation thereof, as the case may be. In no event, however, shall the T-Mobile Parties or Crown or any of their respective Affiliates be obligated to divest or hold separate any business or assets in connection with the consummation of the transactions contemplated by this Agreement or any Collateral Agreement or, except as otherwise expressly provided in this Agreement or any Collateral Agreement (including with respect to any Transaction Revenue Sharing Payments), to pay any money to any Person or to offer or grant other financial or other accommodations to any Person in connection with its obligations under this Section 9.2. In addition, notwithstanding anything to the contrary in this Section 9.2 or otherwise, nothing in this Agreement or any Collateral Agreement shall prevent or restrict Crown or the T-Mobile Contributors or any of their respective Affiliates from engaging in any merger, acquisition or business combination transaction or any sale, disposition or transfer of any assets (other than a sale, disposition or transfer of any Included Property or any related Collocation Agreements to any Person other than Crown) or any other corporate transaction, except, in each case, as would be reasonably likely to prevent the consummation of the transactions contemplated by this Agreement and the Collateral Agreements.

(b) Subject to the provisions of this Agreement, the T-Mobile Parties and Crown each shall use their commercially reasonable efforts to obtain the CA/NV Consent and Acknowledgment as promptly as practicable following the Signing Date and to cooperate with each other in connection therewith.

(c) Without limiting the generality or effect of the foregoing, in the event that a Party determines that any filing or other action is required under any Antitrust Laws in connection with this Agreement or the consummation of the transactions contemplated hereby, the Parties shall make such filings and take all such other actions such that the transactions contemplated hereby can be consummated as promptly as possible.

SECTION 9.3 *Further Assurances.* From time to time, whether before, at or after the applicable Closing Date, each of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and Crown and the Tower Operator shall execute and deliver such further instruments of conveyance and assignment and take such other actions as may be necessary, appropriate or desirable to carry out the purposes and intent of this Agreement and the transactions contemplated by this Agreement and the Collateral Agreements. The T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries shall furnish and provide to Crown and the Tower Operator, upon the request of Crown, such books, files and records in their possession (including ground lessor reimbursement or similar requests) as may be necessary or useful in connection with the prosecution or defense by Crown or the Tower Operator of any litigation or other proceeding relating to the Included Property of the Sites, the related Collocation Agreements, the Post-Closing Liabilities, or the Sale Sites; provided, however, that the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries shall not be required to deliver to Crown or the Tower Operator any privileged document, unless the Parties enter into a joint defense or similar agreement.

SECTION 9.4 *Conduct of Collocation Operations and the Sites.*

(a) From the Signing Date until the Applicable Closing Date, except as expressly permitted by this Agreement or set forth in Section 9.4(a) of the T-Mobile Disclosure Letter, the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates shall operate, manage, maintain and repair the Collocation Operations and the Sites (including the Included Property and any actions or activities relating to Ground Leases) in compliance with all applicable Laws in all material respects, in accordance with industry standards for wireless communication tower sites and in the ordinary course of business consistent in all material respects with past practice and, at their sole cost and expense, shall use commercially reasonable efforts to discharge (i) all Liens (other than Permitted Encumbrances) on the interests of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates in the Sites and (ii) all Liabilities of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates relating to the Sites, in each case prior to the Applicable Closing Date.

(b) From the Signing Date until the Applicable Closing Date with respect to each Site, except as expressly contemplated by this Agreement or set forth in Section 9.4(b) of the T-Mobile Disclosure Letter, the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates shall not, without the consent of Crown:

(i) sell, dispose of, transfer, lease, license or encumber any of their interests in any of the Sites (including the Included Property), other than Permitted Encumbrances incurred in the ordinary course of business consistent in all material respects with past practice;

(ii) manage, operate or maintain any Site in a manner that would diminish its expected residual value in any material respect or shorten its remaining economic life;

(iii) enter into, modify, accelerate, amend, renew, terminate, cancel or grant any waiver or release under any Material Agreement except on commercially reasonable and prevailing market terms and in the ordinary course of business consistent in all material respects with past practice;

(iv) accelerate or delay collection of accounts receivable or payment of any account payable in advance of or beyond their regular due dates or the dates when the same would have been collected or paid, as applicable, except in the ordinary course of business consistent with past practice; or

(v) authorize, commit to, resolve or agree, whether in writing or otherwise, to take any of the actions set forth in this Section 9.4(b) and not otherwise permitted by such Section or this Agreement or the Collateral Agreements.

(c) Notwithstanding this Section 9.4, nothing in this Agreement or any Collateral Agreement shall be construed or interpreted to restrict the T-Mobile Parties in their sole discretion from (i) engaging in any activity not related to the Sites, (ii) taking any action with respect to any Sites expressly contemplated under Article 4, including designating a Site as an Excluded Site, subject to the limitations contained in Article 4 of this Agreement and elsewhere herein, (iii) removing Excluded Assets from, or modifying Excluded Assets located at, the Sites in a manner that does not adversely impact or affect any Site in any material respect or (iv) taking any action with respect to any Excluded Site that does not adversely impact or affect any Site in any material respect.

(d) Prior to the Applicable Closing, the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates shall cancel and terminate any and all services provided by third parties pursuant to which such third parties negotiate or otherwise assist in any way with, on behalf of or in the name thereof, any modification, acceleration, amendment, renewal, termination, cancellation, waiver or release to, of or under any Ground Lease or Collocation Agreement.

(e) As promptly as reasonably practicable following each applicable Closing Date, the T-Mobile Parties and the T-Mobile SPEs shall, with respect to each Assignable, Contributable and Pre-Lease Site registered with the FCC pursuant to 47 C.F.R §17.7, change the ownership name of such Site on the FCC registry to the applicable T-Mobile SPE or, at the Initial Closing Date, the applicable Sale Site Subsidiary.

SECTION 9.5 *Public Announcements.* The initial press release announcing the Agreement, any Collateral Agreement and the transactions contemplated hereby and thereby shall be in substantially the form attached to this Agreement as Exhibit Q. Except as otherwise agreed to by the Parties, the Parties shall not (and shall cause their Affiliates not to) publish any report, statement or press release or otherwise make any public statements with respect to this Agreement, any Collateral Agreement or the transactions contemplated hereby or thereby, except as in the good faith judgment of a Party which may be required by Law or by the rules of a national securities exchange, and in any event a Party shall use commercially reasonable efforts to consult with the other Party at a reasonable time in advance of such required disclosure, including furnishing (to the extent reasonably practicable) a draft thereof to the other Parties in advance of publication or release and considering in good faith any comments of such other Parties.

SECTION 9.6 *Corporate Names.*

(a) Crown acknowledges and agrees that the T-Mobile Parties and their respective Affiliates have the absolute and exclusive proprietary rights, by ownership or license, to use all Names incorporating “T-Mobile” by itself or in combination with any other Name and the corporate design logo associated with “T-Mobile” and its color scheme, and that none of the rights thereto or goodwill represented thereby or pertaining thereto are being Leased, or otherwise assigned or transferred, hereby or in connection herewith. Crown shall not, nor shall it permit any of its Affiliates to, use any name, phrase or logo incorporating “T-Mobile” or such corporate design logo or its color scheme in or on any of its literature, sales materials, agreements or products or otherwise in connection with the sale of any products or services or in the operation of the Sites.

(b) The T-Mobile Parties acknowledge and agree that Crown and its Affiliates have the absolute and exclusive proprietary rights, by ownership or license, to use all Names incorporating “Crown Castle” by itself or in combination with any other Name, including the corporate design logo associated with “Crown Castle” and its color scheme, and that none of the rights thereto or goodwill represented thereby or pertaining thereto are being Leased, or otherwise assigned or transferred, hereby or in connection herewith. The T-Mobile Parties shall not, nor shall they permit any of their Affiliates, including the T-Mobile SPEs, to, use any Name, phrase or logo incorporating “Crown Castle” or such corporate design logo or its color scheme in or on any of its literature, sales materials, agreements or products or otherwise in connection with the sale of any products or services or in the operation of the Sites.

SECTION 9.7 *Actions by Crown and T-Mobile Parties’ Subsidiaries.* Crown and each of the T-Mobile Parties shall ensure that each of their respective Subsidiaries (if any) takes all actions necessary to be taken by such Subsidiary in order to fulfill their respective obligations under this Agreement and the Collateral Agreements.

SECTION 9.8 ***Environmental Matters.***

(a) Crown may commission, at Crown's or Tower Subtenant's cost and expense, Phase I (and, if not prohibited under the applicable Ground Lease, Phase II) environmental assessments of all Sites. Crown shall indemnify the T-Mobile Contributors and the T-Mobile SPEs and their respective Affiliates for any Claims resulting from or arising out of the activities undertaken by or on behalf of Crown to conduct Phase I or Phase II environmental assessments of any Site; provided, however, that Crown shall not indemnify the T-Mobile Contributors and the T-Mobile SPEs and their respective Affiliates for any Claim to the extent caused by (i) the gross negligence or willful misconduct of any T-Mobile Contributor, T-Mobile SPE or such Affiliate or (ii) any physical condition existing on any Site prior to Crown's or its agent's entry thereon (except for any incremental damage, release or exacerbation of an existing condition caused by Crown or its agents with respect to any such physical condition).

(b) If requested by the T-Mobile Contributors, Crown shall promptly provide (at T-Mobile Contributors' cost and expense) to the T-Mobile Contributors and the T-Mobile SPEs (i) the results of any and all environmental sampling and other analytical testing that may be conducted or commissioned by Crown or Tower Subtenant on the Sites pursuant to Section 9.8(a) and (ii) any and all environmental reports commissioned by Crown on the Sites (including the results of the aforementioned Phase I and, if applicable, Phase II reports) or summaries generated by Crown as a result of these studies. Unless otherwise required by applicable Law, none of such results, reports or any information contained in such reports or otherwise generated by Crown or Tower Subtenant under this Agreement shall be released to any Person without the prior written consent of Crown, the T-Mobile SPE and the T-Mobile Contributors, which shall not be unreasonably withheld, except that any of Crown, the T-Mobile SPE or the T-Mobile Contributors may provide such reports, on a confidential basis, to their respective Representatives and financing sources (and Representatives of their financing sources) or in connection with any merger or other corporate transaction of Crown or any T-Mobile Party, or disposition of assets, that includes the Sites to which the reports apply (or any Liability with respect thereto). If this Agreement is terminated pursuant to Section 13.1 or if any Site becomes an Excluded Site, Crown shall, if requested by the T-Mobile Contributors, promptly (A) turn over to the T-Mobile Contributors (at the T-Mobile Contributors' sole cost and expense) all reports, documents, data and other writings and information, including copies and, if available, electronic format thereof, relating to any and all investigations or studies conducted pursuant to Section 9.8(a) with respect to environmental conditions or compliance associated with such (or all, in the event of termination of this Agreement) Sites, and such reports, documents or writings shall become the exclusive property of the T-Mobile Contributors; provided, however, that the T-Mobile Parties may not rely thereon and Crown shall have no obligations or liability with respect thereto, or (B) destroy such documentation and information in accordance with Section 9.1(d).

SECTION 9.9 ***Title Insurance Commitments.*** Tower Operator or any Sale Site Subsidiary, at its sole cost and expense, may purchase upon the occurrence of the Applicable Closing or any subsequent Closing, as applicable, fee title, leasehold or leasehold lenders title insurance policies (the "***Title Policies***"), but the T-Mobile Contributors shall not be required to execute any affidavits, indemnities or other documentation in connection therewith. Obtaining Title Policies for any of the Sites shall not be a condition to the occurrence of the Applicable Closing. The Tower Operator and the Sale Site Subsidiaries shall instruct any Title Company that is preparing title reports or commitments for the Tower Operator to deliver copies thereof to the T-Mobile Contributors at the same time it delivers such reports or commitments to the Tower Operator and the Sale Site Subsidiaries.

SECTION 9.10 Other Documentation. To the extent it has not already been done, prior to the Initial Closing, the T-Mobile Parties shall use commercially reasonable efforts to post to T-Mobile's online data room copies of all written (and effective) Material Agreements and Governmental Approvals solely related to the Sites and in the possession of the T-Mobile Parties or their respective Affiliates or, to the extent not solely related, appropriate extracts thereof; provided, however, that the T-Mobile Parties and their Affiliates shall not be required to deliver to Crown any privileged document.

SECTION 9.11 Confidentiality.

(a) Crown and its Representatives shall treat all nonpublic information obtained in connection with this Agreement and the Collateral Agreements and the transactions contemplated hereby and thereby as confidential in accordance with the terms of the Confidentiality Agreement, which is incorporated in this Agreement by reference. The Confidentiality Agreement shall terminate at the Initial Closing; if this Agreement is, for any reason, terminated prior to the Initial Closing, the Confidentiality Agreement shall survive as provided in Section 13.2.

(b) The T-Mobile Parties and the T-Mobile SPEs shall keep confidential, and shall cause their Affiliates and instruct their and their Affiliates' respective Representatives to keep confidential, all information relating to the Sites or the Included Property of the Sites, this Agreement and the Collateral Agreements and the transactions contemplated hereby, (i) except as required to be disclosed by Law, stock exchange rule, governmental request, court order, subpoena, regulation or other process of Law, provided that the party required to disclose such information shall have (x) promptly notified Crown, Tower Operator and, after the Initial Closing Date, the Sale Site Subsidiaries of any such disclosure obligation prior to such disclosure and (y) cooperated with Crown, Tower Operator and, after the Initial Closing Date, the Sale Site Subsidiaries in all reasonable efforts to protect all such information from such disclosure, including seeking a protective order, (ii) except for information that is available to the public on the Initial Closing Date or thereafter becomes available to the public other than as a result of a breach of this Section 9.11(b) and (iii) except as required to fulfill any of their obligations under this Agreement or any Collateral Agreement. The covenant set forth in this Section 9.11(b) shall terminate three years after the Initial Closing.

SECTION 9.12 Exclusivity.

(a) From the Signing Date through the earlier of the Initial Closing Date or the termination of this Agreement, the T-Mobile Parties shall not (and shall not cause or permit any of their Representatives to) (i) solicit, initiate, facilitate or encourage the submission of any proposal or offer from any Person relating to the acquisition or lease of a material portion of the Portfolio Sites (a "**Competing Transaction**"), including from any Person (other than Crown or its Affiliates) that was at any time involved in the bidding and selection process for the sale or Lease of the Portfolio Sites (the "**Auction**") in 2012; or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. The T-Mobile Parties shall notify Crown immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any Competing Transaction.

(b) From the Signing Date through the earlier of the Initial Closing Date or the termination of this Agreement, T-Mobile agrees not to release or permit the release of any Person from, or to waive or permit the waiver of any provision of, any confidentiality, “standstill” or similar agreement to which T-Mobile or any of its Affiliates is a party with respect to the Auction, and shall use its commercially reasonable efforts to enforce or cause to be enforced each such agreement at the request of Crown. T-Mobile shall promptly request each Person that has executed a confidentiality agreement in connection with the Auction or its consideration of any other Competing Transaction to return all confidential information furnished to such Person by or behalf of T-Mobile or its Affiliates.

SECTION 9.13 *Notices of Certain Events; Supplemental Disclosure.* Each Party shall promptly notify the other Parties of any changes or events occurring between the date of this Agreement and any Closing with respect to:

(a) a Site or the Included Property of a Site which, individually or in the aggregate, has resulted or would reasonably be expected to result in or give rise to a Tower Liability;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement and the Collateral Agreements; and

(c) (i) the damage or destruction by fire or other casualty of any Site or part thereof, (ii) in the event that the Sites or part thereof becomes the subject of any proceeding or, to the T-Mobile Contributors’ knowledge or Tower Operator’s knowledge, threatened proceeding for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action, or (iii) to the T-Mobile Contributors’ knowledge or Tower Operator’s knowledge, any foreclosure, deed in lieu of foreclosure or similar proceeding with respect to any Lien against a Site, including any Ground Lessor Mortgage.

SECTION 9.14 *T-Mobile and its Affiliates’ Rights.* Notwithstanding any other provision in this Agreement or any Collateral Agreement, the Parties acknowledge and agree that, except with respect to the Sites, nothing in this Agreement or any Collateral Agreement is intended to create any prohibition or restriction on T-Mobile’s or its Affiliates’ ability to construct, lease or otherwise obtain the right to use (and lease tower space to third parties on) wireless communications tower sites.

SECTION 9.15 *Tower Bonds.* Unless and until the Tower Operator has exercised its purchase option under the MPL with respect to any MPL Site, the applicable T-Mobile SPE shall maintain or replace all Tower Bonds that are in existence as of the Initial Closing Date with respect to such MPL Site (and provide the Tower Operator copies of same), unless any such Tower Bond is no longer required with respect to such Site. Unless and until any Non-Assignable Site is converted to an Assignable Site and a Technical Closing with respect to such Site is held in accordance with [Section 2.7](#), the applicable T-Mobile Party shall maintain or replace all Tower Bonds that are in existence as of the Applicable Closing Date with respect to such Site (and provide the Sale Site Subsidiaries (or their designees) copies of same), unless any such Tower Bond is no longer required with respect to such Site. With respect to any Sale Site, no later than the date which is six months following the Applicable Closing Date in the case of an Assignable Site, or six months following the applicable Technical Closing Date in the case of any Non-Assignable converted to an Assignable Site, the applicable Sale Site Subsidiary shall, at its own cost and expense, (i) cause all Tower Bonds with respect to such Assignable Site to be replaced and, to the extent applicable, terminated and discharged (including when any such Tower Bond expires or becomes subject to renewal during such six-month period), and (ii) cause all funds, property or other collateral related to such Tower Bonds that are actually received by such Sale Site Subsidiary to be promptly returned and paid to T-Mobile Contributors. The T-Mobile Contributors and their respective Affiliates will have no obligation to maintain any Tower Bonds with respect to such Assignable Sites following the expiration of the applicable six-month period.

SECTION 9.16 **Delivery of Rule 3-14 Financial Statements.** T-Mobile Parties shall prepare and deliver, or cause to be prepared and delivered, no later than 60 days following the Signing Date, an audited combined consolidated income statement for the Sites for the fiscal year ended December 31, 2011 and an unaudited combined consolidated income statement for the Sites for the six-month period ended June 30, 2012 (in each case, with any notes thereto as may be required by GAAP), including such items as are, in the reasonable opinion of counsel and the Accountants for Crown, required for financial statements relating to the Sites prepared in accordance with Rule 3-14 of SEC Regulation S-X (the “**Required Financial Statements**”). When delivered, the Required Financial Statements shall present fairly in all material respects the results of operations of the Sites on a combined consolidated basis for the periods indicated, in conformity with GAAP consistently applied except as noted in the Required Financial Statements. Prior to the Initial Closing Date, the T-Mobile Parties shall use commercially reasonable efforts to cause the independent registered public accounting firm that completed the audit of the Required Financial Statements to provide a written consent to the inclusion of its audit report in appropriate filings by Crown or the Tower Operator with the SEC. As soon as practicable upon request of Crown (but in any event within 40 days after the end of each fiscal quarter), T-Mobile Parties shall deliver to Crown an unaudited combined consolidated income statement for the Sites for the prior stub period(s); provided that the T-Mobile Parties shall have no obligation to deliver any such stub period statements for periods beginning after the Applicable Closing Date. The out-of-pocket costs and expenses of preparing the Required Financial Statements and subsequent stub period updates thereof shall be shared equally between Crown and the T-Mobile Parties.

SECTION 9.17 **CA/NV Purchase Option.** If the CA/NV Inclusion occurs and a CA/NV Site is a Non-Assignable Site, T-Mobile and the applicable T-Mobile Parties shall, and shall cause their respective Affiliates to, (A) exercise, subject to the last sentence of this Section 9.17, at the direction of Crown and in accordance with the CA/NV Site Agreements, the option to purchase such CA/NV Site and (B) sell, convey, assign, transfer and deliver such CA/NV Site to Crown (or its designee). If the sale, conveyance, assignment, transfer and delivery of any CA/NV Site cannot be effected without the Authorization or consent of a third-party, T-Mobile and the applicable T-Mobile Parties shall, and shall cause their respective Affiliates to, use their commercially reasonable efforts to obtain all such Authorizations and consents. Until such time as all such Authorizations and consents are obtained and such CA/NV Site is sold, conveyed, assigned, transferred and delivered to Crown (or its designee), such CA/NV Site shall remain subject to the Management Agreement. Upon the exercise of any option to purchase any CA/NV Site in accordance with this Section 9.17, concurrently with CA/NV Counterparty’s sale, conveyance, assignment, transfer and delivery of such CA/NV Site to the T-Mobile Parties or Crown (or its designee), Crown (or its designee) shall pay the CA/NV Counterparty, on behalf of T-Mobile and its Affiliates, the purchase price for the exercise of such option to purchase.

ARTICLE 10

CONDITIONS TO CROWN'S OBLIGATION TO CLOSE

Crown's and the Tower Operator's obligation to consummate the transactions contemplated by this Agreement at the Initial Closing Date and each Technical Closing Date is subject to the satisfaction on or prior to the applicable Closing Date (unless otherwise provided below) of each of the following conditions, any or all of which may be waived in whole or in part (to the extent permitted under applicable Law) by Crown and the Tower Operator:

SECTION 10.1 ***Representations, Warranties and Covenants of the T-Mobile Parties and the T-Mobile SPEs.*** (a) (i) The Specified Representations and Warranties of the T-Mobile Parties and the T-Mobile SPEs and the representations and warranties of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries set forth in Section 5.3, Section 5.4, Section 5.5(a) and Section 6.3 shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Initial Closing Date, except for any such representations and warranties that speak as of a specific date or time other than the date of this Agreement or the Initial Closing Date (which shall be true and correct as of such specified date or time) and (ii) all other representations and warranties of the T-Mobile Parties, the T-Mobile SPEs, and the Sale Site Subsidiaries in this Agreement shall be true and correct in all respects, in each case as of the date of this Agreement and as of the Initial Closing Date, except for representations and warranties that speak as of a specific date or time other than the date of this Agreement or the Initial Closing Date (which shall be true and correct as of such specified date or time); provided, however, that clause (ii) shall nevertheless be deemed satisfied unless the inaccuracy, falsity or incorrectness of any such representations or warranties (disregarding all qualifications relating to materiality, Tower Liability or Material Adverse Effect) has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) The covenants and agreements of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries to be performed on or before the Initial Closing Date in accordance with this Agreement shall have been duly performed in all material respects.

(c) Since December 31, 2011, there shall have been no state of facts, change, effect, condition, development, event or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) All transactions contemplated by the T-Mobile Internal Transfers Agreement shall have been consummated in accordance with the T-Mobile Internal Transfers Agreement and applicable Law, without any amendment to or waiver of any material terms or conditions of the T-Mobile Internal Transfers Agreement from the form attached as an Exhibit to this Agreement not approved by Crown.

(e) Crown shall have received a certificate, dated as of the Initial Closing Date, from (i) each T-Mobile Contributor signed on behalf of such T-Mobile Contributor by an authorized officer thereof and (ii) an authorized officer of T-Mobile with respect to itself, in each case, to the effect set forth in paragraphs (a) through (d) above.

SECTION 10.2 *No Injunction or Proceedings; HSR Filings.*

(a) On the Initial Closing Date, no Order shall be in effect prohibiting the closing of the transactions contemplated by this Agreement and the Collateral Agreements and no legal proceedings shall be pending involving any challenge to, or seeking material damages or other relief in connection with, any of the transactions contemplated by this Agreement and the Collateral Agreements or that would reasonably be expected to have the effect of preventing, making illegal or otherwise materially interfering with the transactions contemplated by this Agreement and the Collateral Agreements.

(b) On the Initial Closing Date, any waiting periods applicable to the consummation of the transactions contemplated by this Agreement and the Collateral Agreements under the HSR Act shall have expired or been terminated, or the T-Mobile Parties and Crown shall have mutually concluded that no filing under the HSR Act is required with respect to the transactions contemplated by this Agreement and the Collateral Agreements, and no action shall have been instituted by the United States Department of Justice or the United States Federal Trade Commission challenging or seeking to enjoin the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, which action shall not have been withdrawn or terminated.

SECTION 10.3 *Agreements and Additional Closing Deliveries.*

(a) At the Initial Closing, the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries shall have executed and delivered to Crown, as applicable, all Collateral Agreements and such other agreements and documents contemplated by Section 2.2 of this Agreement to which any of them is a Party.

(b) At each Technical Closing, the T-Mobile Parties and the T-Mobile SPEs shall have executed and delivered to Crown and the Tower Operator (i) amended schedules and exhibits to the MPL and the applicable MLA and (ii) such other agreements and documents as contemplated by Section 2.7 of this Agreement.

(c) At the Initial Closing, on the terms and subject to the conditions of this Agreement, the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries (individually and jointly, as applicable) shall have delivered, or caused to be delivered, to Crown and the Tower Operator, as applicable:

(i) to the extent not available in T-Mobile's online data room, a copy of the determination of "No Hazard" to air navigation from the FAA for each Tower with respect to which such determination was issued and the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries are in possession of such determinations;

(ii) all keys and other security access codes or devices providing entry to the Towers (other than T-Mobile Improvements);

(iii) to the extent not available in T-Mobile's online data room, a copy of the currently existing FCC Form 854R for each Tower with respect to which such form is required, to that extent that such forms were created and are in the possession of the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries;

(iv) the books, files and records required pursuant to this Agreement;

(v) (1) a copy of each T-Mobile SPE Certificate of Formation and each Sale Site Subsidiary Certificate of Formation, certified by the Secretary of State of Delaware as of a recent date, and (2) a certified copy of each T-Mobile SPE LLC Agreement and Sale Site Subsidiary LLC Agreement;

(vi) a duly executed certification of non-foreign status of each T-Mobile Contributor in a form complying with the requirements of Section 1445 of the Code (a "**FIRPTA Certificate**"); provided, however, that if a T-Mobile Contributor fails to deliver such FIRPTA Certificate, no Party will be entitled to prevent or delay the Initial Closing but will be entitled to withhold and pay over to the US Internal Revenue Service all requisite amounts, if any, as required in accordance with Section 1445 of the Code;

(vii) such other items and certificates contemplated by Section 2.2 and Section 2.7 as may be reasonably required to consummate the transactions contemplated by this Agreement and the Collateral Agreements.

SECTION 10.4 **Contributable Sites; Lease Sites.** At the Initial Closing, each of the Minimum Lease Site and Assignable Site Closing Condition and Minimum Contributable Site and Assignable Site Closing Condition shall have been satisfied.

SECTION 10.5 **CA/NV Inclusion.** With respect to the CA/NV Sites only, Crown shall have received, on or prior to the day that is 5 business days prior to the Initial Closing Date, the CA/NV Consent and Acknowledgment.

SECTION 10.6 **Frustration of Closing Condition.** Crown and the Tower Operator may not rely on the failure of any condition set forth in this Article 10 to be satisfied in connection with the Initial Closing if such failure was caused by their failure to act in good faith or to use their commercially reasonable efforts to cause the Initial Closing to occur, as required by Section 9.2.

ARTICLE 11

CONDITIONS TO T-MOBILE'S OBLIGATIONS TO CLOSE

The T-Mobile Parties', the T-Mobile SPEs' and the Sale Site Subsidiaries' obligation to consummate the transactions contemplated by this Agreement at the Initial Closing Date and the T-Mobile Parties' and the T-Mobile SPEs' obligation to consummate the transactions contemplated by this Agreement at each Technical Closing Date is subject to the satisfaction on or prior to the applicable Closing Date (unless otherwise provided below) of each of the following conditions, any or all of which may be waived in whole or in part (to the extent permitted under applicable Law) by the T-Mobile Parties, the T-Mobile SPEs and, with respect to the transactions contemplated by this Agreement to be consummated at the Initial Closing Date, the Sale Site Subsidiaries.

SECTION 11.1 *Representations, Warranties and Covenants of Crown and the Tower Operator.*

(a) The Specified Representations and Warranties of Crown and the Tower Operator shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Initial Closing Date, except for any such representations and warranties that speak as of a specific date or time other than the date of this Agreement or the Initial Closing Date (which shall be true and correct as of such specified date or time) and (ii) all other representations and warranties of Crown and the Tower Operator contained in this Agreement shall be true and correct in all respects, in each case as of the date of this Agreement and as of the Initial Closing Date, except for representations and warranties that speak as of a specific date or time other than the date of this Agreement or the Initial Closing Date (which shall be true and correct as of such specified date or time); provided, however, that clause (ii) shall nevertheless be deemed satisfied unless the inaccuracy, falsity or incorrectness of any such representations or warranties (disregarding all qualifications relating to materiality or Tower Operator Material Adverse Effect) has had or would reasonably be expected to have, individually or in the aggregate, a Tower Operator Material Adverse Effect.

(b) The covenants and agreements of Crown and the Tower Operator to be performed on or before the Initial Closing Date in accordance with this Agreement shall have been duly performed in all material respects.

(c) Since December 31, 2011, there shall have been no state of facts, change, effect, condition, development, event or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Tower Operator Material Adverse Effect.

(d) The T-Mobile Contributors shall have received a certificate, dated the Initial Closing Date, from Crown signed on behalf of Crown by an authorized officer of Crown with respect to itself to the effect set forth in paragraphs (a) through (c) above.

SECTION 11.2 *No Injunction or Proceedings.*

(a) On the Initial Closing Date, no Order shall be in effect prohibiting the closing of the transactions contemplated by this Agreement and the Collateral Agreements and no legal proceedings shall be pending involving any challenge to, or seeking material damages or other relief in connection with, any of the transactions contemplated by this Agreement and the Collateral Agreements or that would reasonably be expected to have the effect of preventing, making illegal or otherwise materially interfering with the transactions contemplated by this Agreement and the Collateral Agreements.

(b) At the Initial Closing Date, any waiting periods applicable to the consummation of the transactions contemplated by this Agreement and the Collateral Agreements under the HSR Act shall have expired or been terminated, or the T-Mobile Parties and Crown shall have mutually concluded that no filing under the HSR Act is required with respect to the transactions contemplated by this Agreement and the Collateral Agreements, and no action shall have been instituted by the United States Department of Justice or the United States Federal Trade Commission challenging or seeking to enjoin the consummation of the transactions contemplated by this Agreement or the Collateral Agreements, which action shall not have been withdrawn or terminated.

SECTION 11.3 *Collateral Agreements; Additional Closing Deliveries.*

(a) At the Initial Closing, Crown, the Tower Operator and the Paying Agent shall have executed and delivered to the T-Mobile Contributors and the T-Mobile SPE, as applicable, all Collateral Agreements and such other agreements and documents contemplated by Section 2.2 of this Agreement to which any of them is a Party.

(b) At each Technical Closing, Crown and the Tower Operator shall have executed and delivered to the T-Mobile Parties and the T-Mobile SPEs (i) amended schedules and exhibits to the MPL and the applicable MLA and (ii) such other agreements and documents as contemplated by Section 2.7 of this Agreement.

(c) At the Initial Closing, on the terms and subject to the conditions of this Agreement, Crown shall have delivered, or caused to be delivered, to the T-Mobile Contributors and the T-Mobile SPE (1) a copy of the certificate of formation of the Tower Operator, certified by the Secretary of State of Delaware as of a recent date, (2) a certified copy of the limited liability company agreement of the Tower Operator (3) a copy of the certificate of formation of the Paying Agent, certified by the Secretary of state of Delaware as of a recent date and (4) a certified copy of the limited liability company agreement of the Paying Agent.

SECTION 11.4 *Frustration of Closing Condition.* None of the T-Mobile Parties or the T-Mobile SPEs may rely on the failure of any condition set forth in this Article 11 to be satisfied in connection with the Initial Closing if such failure was caused by its failure to act in good faith or to use its commercially reasonable efforts to cause the Initial Closing to occur, as required by Section 9.2.

ARTICLE 12

SURVIVAL; INDEMNIFICATION

SECTION 12.1 *Indemnification Obligations of the T-Mobile Parties and the T-Mobile SPEs.*

(a) Subject to this Article 12 and Section 14.10, and without limiting the T-Mobile Parties' other obligations under this Agreement or any Collateral Agreement, the T-Mobile Parties shall, jointly and severally, defend, indemnify and hold each of the Crown Indemnified Parties harmless from, against and in respect of any and all Claims that arise out of or relate to:

(i) any breach or inaccuracy of any representation or warranty, other than any Non-Surviving Representation and Warranty, made by any T-Mobile Party or any Sale Site Subsidiary in this Agreement (it being agreed that for purposes of determining the existence of any such inaccuracy or breach or the amount of any Claim with respect thereto, the Specified Representations and Warranties, to the extent they are qualified as to materiality or by reference to a Material Adverse Effect or Tower Liability, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by any T-Mobile Party or, prior to the Initial Closing, any Sale Site Subsidiary in this Agreement;

(iii) any Taxes with respect to a Site that are attributable to any taxable period (or portion thereof) ending on or before the Applicable Closing Date with respect to such Site (excluding for this purpose Transfer Taxes arising on the Applicable Closing Date with respect to such Site as a result of or after the Applicable Closing). For this purpose, Taxes determined on a periodic basis (*e.g.*, property Taxes) shall be treated as accruing on a daily pro rata basis during the taxable period to which they relate;

(iv) the Excluded Assets;

(v) the Pre-Closing Liabilities;

(vi) all Excluded Liabilities (other than Pre-Closing Liabilities);

(vii) any Transfer Taxes with respect to a Site imposed with respect to the transactions contemplated by the T-Mobile Internal Transfers Agreement that occur before the Applicable Closing with respect to such Site;

(viii) in the case of a Site that is transferred pursuant to Section 2.7(d) on a Technical Closing, any Transfer Taxes relating to such Site with respect to (or that occur before) the transactions contemplated by Section 2.7(d) and that arise on or before a transfer to a T-Mobile SPE, or before a transfer to a Sale Site Subsidiary; or

(ix) any and all Claims incident to any of the foregoing or incurred in connection with the enforcement of the rights of any such Crown Indemnified Party with respect to the foregoing.

(b) Subject to this Article 12 and Section 14.10, and without limiting other obligations of the T-Mobile SPEs under this Agreement or any Collateral Agreement, the T-Mobile SPEs shall, jointly and severally, defend, indemnify and hold each of Crown Indemnified Parties harmless from, against and in respect of any and all Claims that arise out of or relate to:

(i) any breach or inaccuracy of any representation or warranty made by any T-Mobile SPE in this Agreement (it being agreed that for purposes of determining the existence of any such inaccuracy or breach or the amount of any Claim with respect thereto, the Specified Representations and Warranties, to the extent they are qualified as to materiality or by reference to a Material Adverse Effect or Tower Liability, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by any T-Mobile SPE in this Agreement; or

(iii) any and all Claims incident to any of the foregoing or incurred in connection with the enforcement of the rights of any such Crown Indemnified Party with respect to the foregoing.

(c) Crown, the Tower Operator and, after the Initial Closing Date, each Sale Site Subsidiary, shall take and shall cause its Affiliates to take reasonable steps to mitigate any Claims upon becoming aware of any event which would reasonably be expected to or does give rise to any Claims subject to this Section 12.1, but shall not be required to incur costs to remedy the breach which gives rise to the Claims.

(d) The rights of Crown Indemnified Parties to indemnification under this Agreement shall not be affected by any investigation conducted or actual or constructive knowledge acquired at any time by a Crown Indemnified Party, whether before or after the date hereof or any Closing Date.

SECTION 12.2 *Indemnification Obligations of Crown and the Tower Operator.*

(a) Subject to this Article 12 and Section 14.10, and without limiting Crown's other obligations under this Agreement or any Collateral Agreement, Crown shall defend, indemnify and hold each of the T-Mobile Indemnified Parties harmless from, against and in respect of any and all Claims, that arise out of or relate to:

(i) any breach or inaccuracy of any representation or warranty other than a Non-Surviving Representation and Warranty made by Crown in this Agreement (it being agreed that for purposes of determining the existence of any such inaccuracy or breach or the amount of any Claim with respect thereto, the Specified Representations and Warranties, to the extent they are qualified as to materiality or by reference to a Tower Operator Material Adverse Effect, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by Crown in this Agreement;

(iii) the Post-Closing Liabilities; or

(iv) any and all Claims incident to any of the foregoing or incurred in connection with the enforcement of the rights of any such T-Mobile Indemnified Party with respect to the foregoing.

(b) Subject to this Article 12 and Section 14.10, and without limiting the Tower Operator's other obligations under this Agreement or any Collateral Agreement, the Tower Operator shall defend, indemnify and hold each of the T-Mobile Indemnified Parties harmless from, against and in respect of any and all Claims, that arise out of or relate to:

(i) any breach or inaccuracy of any representation or warranty made by the Tower Operator in this Agreement (it being agreed that for purposes of determining the existence of any such inaccuracy or breach or the amount of any Claim with respect thereto, the Specified Representations and Warranties, to the extent they are qualified as to materiality or by reference to a Tower Operator Material Adverse Effect, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by the Tower Operator in this Agreement;

(iii) the Post-Closing Liabilities;

(iv) the failure of the Tower Operator to comply with the conditions of the Tower Bonds or any claim made by an obligee on, or any payment made to, such obligee under any Tower Bond; or

(v) any and all Claims incident to any of the foregoing or incurred in connection with the enforcement of the rights of any such T-Mobile Indemnified Party with respect to the foregoing.

(c) The T-Mobile Parties and the T-Mobile SPEs shall take and shall cause their respective Affiliates to take reasonable steps to mitigate any Claims upon becoming aware of any event which would reasonably be expected to or does give rise to any Claim under this Section 12.2, but shall not be required to incur costs to remedy the breach which gives rise to the Claims.

(d) The rights of the T-Mobile Indemnified Parties to indemnification under this Agreement shall not be affected by any investigation conducted or actual or constructive knowledge acquired at any time by a T-Mobile Indemnified Party, whether before or after the date hereof or any Closing Date.

(e) Crown's and the Tower Operator's payment and indemnification obligations with respect to Taxes (other than indemnification obligations with respect to Taxes as a result of Section 12.7) shall be governed solely under Section 22 and Section 34 of the MPL and Section 2.11 hereof and not this Article 12.

SECTION 12.3 *Indemnification Claim Procedure.*

(a) Any Party asserting a claim for indemnification (the “**Indemnified Party**”) shall promptly notify the Party or Parties alleged to be obligated to indemnify (the “**Indemnifying Party**”) in writing of any relevant pending or threatened Claim by a third-party (a “**Third-Party Claim**”), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under this Article 12, except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party’s ability to defend such Claim.

(b) The Indemnifying Party may assume and control the defense of any Third-Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney’s fees and expenses) within 30 days of receiving notice of the Third-Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third-Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third-Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(c) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third-Party Claim, without the consent of any Indemnified Party, provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third-Party Claim.

(d) For indemnification Claims other than Third-Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Article 12. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 12.1(a), Section 12.1(b), Section 12.2(a) or Section 12.2(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 12.1(a), Section 12.1(b), Section 12.2(a) or Section 12.2(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 business days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Section 14.12 and Section 14.13.

(e) The T-Mobile Contributors and their Affiliates shall control the defense of all Claims related to Excluded Liabilities.

SECTION 12.4 Indemnity Period. Except with respect to fraud, by or on behalf of the Indemnifying Party:

(a) the obligations of any Indemnifying Party to indemnify any Indemnified Party pursuant to Section 12.1(a)(i), Section 12.1(b)(i), Section 12.2(a)(i) or Section 12.2(b)(i) shall terminate on the date that is 12 months following the Applicable Closing Date; provided, however, that the obligations of any Indemnifying Party to indemnify any Indemnified Party from, against and in respect of any and all Claims that arise out of or relate to any breach or inaccuracy of any Specified Representation and Warranty shall survive indefinitely;

(b) the obligations of any Indemnifying Party to indemnify any Indemnified Party pursuant to Section 12.1(a)(ii), Section 12.1(b)(ii), Section 12.2(a)(ii) or Section 12.2(b)(ii) shall survive until the time period stated in the covenant that is the subject of such Claim or indefinitely if unstated;

(c) the obligations of the T-Mobile Parties to indemnify each of the Crown Indemnified Parties pursuant to Section 12.1(a)(iii), Section 12.1(a)(vii) or Section 12.1(a)(viii) shall terminate on the date that is 180 days following the expiration of the applicable statute of limitations, including as it may be extended from time to time by any of the Parties;

(d) the obligations of the T-Mobile Parties to indemnify each of the Crown Indemnified Parties pursuant to Section 12.1(a)(v) shall terminate on the date that is 5 years following the Applicable Closing Date; and

(e) the obligations of the T-Mobile Parties to indemnify each of the Crown Indemnified Parties pursuant to Section 12.1(a)(iv) and Section 12.1(a)(vi) shall survive indefinitely.

Notwithstanding anything to the contrary in this Agreement, notices for Claims must be delivered before expiration of any applicable survival period specified in this [Section 12.4](#); provided, however, that if prior to the close of business on the last day of the applicable Indemnity Period, an Indemnifying Party has been properly notified of a Claim for Losses under this Agreement and such Claim has not been finally resolved or disposed of at such date, such Claim shall continue to survive and shall remain a basis for indemnity under this Agreement until such Claim is finally resolved or disposed of in accordance with the terms of this Agreement.

SECTION 12.5 ***Liability Limits.***

(a) Notwithstanding anything to the contrary in this Agreement, the T-Mobile Parties and the T-Mobile SPEs, collectively, shall have no obligation to indemnify (including any obligation to make any payments to) any Crown Indemnified Party with respect to (i) any single Claim less than \$25,000 (each, a “***De Minimis Claim***”) under [Section 12.1\(a\)\(i\)](#) or [Section 12.1\(b\)\(i\)](#), (ii) any Claims under [Section 12.1\(a\)\(i\)](#) or [Section 12.1\(b\)\(i\)](#) (including De Minimis Claims) unless and until the aggregate amount of such Claims exceeds an amount equal to \$25,000,000 (the “***Representations and Warranties Deductible***”), after which the T-Mobile Parties and the T-Mobile SPEs, collectively, shall only be liable for all such Claims in excess of the Representations and Warranties Deductible, (iii) any Claims under [Section 12.1\(a\)\(v\)](#) unless and until the aggregate amount of such Claims exceeds \$5,000,000 (the “***Pre-Closing Liabilities Deductible***”), after which the T-Mobile Parties and the T-Mobile SPEs, collectively, shall only be liable for all such Claims in excess of the Pre-Closing Liabilities Deductible, and (iv) any Claims under [Section 12.1\(a\)\(i\)](#) or [Section 12.1\(b\)\(i\)](#) in an aggregate cumulative amount in excess of an amount equal to \$125,000,000; provided, however, that Claims for indemnification (x) that arise out of or relate to breaches of the Specified Representations and Warranties or (y) due to fraud, by or on behalf of the Indemnifying Party, shall not be subject to the limitations set forth in this sentence of [Section 12.5](#).

(b) Notwithstanding anything to the contrary in this Agreement, Crown and the Tower Operator, collectively, shall have no obligation to indemnify (including any obligation to make any payments to) any T-Mobile Indemnified Party with respect to (i) any De Minimis Claim under [Section 12.2\(a\)\(i\)](#) or [Section 12.2\(b\)\(i\)](#), (ii) any Claims under [Section 12.2\(a\)\(i\)](#) or [Section 12.2\(b\)\(i\)](#) (including De Minimis Claims) unless and until the aggregate amount of such Claims exceeds the Representations and Warranties Deductible, after which Crown and the Tower Operator, collectively, shall only be liable for all such Claims in excess of the Representations and Warranties Deductible and (iii) any Claims under [Section 12.2\(a\)\(i\)](#) or [Section 12.2\(b\)\(i\)](#) in an aggregate cumulative amount in excess of an amount equal to \$125,000,000; provided, however, that Claims for indemnification (x) that arise out of or relate to breaches of the Specified Representations and Warranties or (y) due to fraud, by or on behalf of the Indemnifying Party, shall not be subject to the limitations set forth in this sentence of [Section 12.5](#).

SECTION 12.6 ***Exclusive Remedies.*** After the Initial Closing, except with respect to fraud by or on behalf of the Indemnifying Party and except as expressly provided in [Article 3](#) and [Section 1.3](#), [Section 2.7\(c\)](#), [Section 2.9](#), [Section 4.4](#), [Section 4.8](#) and [Section 4.9](#), the Parties acknowledge and agree that the indemnification provisions of [Section 2.11](#) and this [Article 12](#) shall be the sole and exclusive monetary remedy for any breach of or inaccuracy in any representation, warranty or covenant of the Parties contained in this Agreement. Notwithstanding the foregoing, nothing contained herein shall impair the right of Crown and the Tower Operator to compel, at any time, specific performance by any T-Mobile Party or any T-Mobile SPE of its obligations under this Agreement or any of the Collateral Agreements or the right of the T-Mobile Parties and the T-Mobile SPEs to compel, after the Initial Closing, specific performance by Crown or the Tower Operator of its obligations under this Agreement or any of the Collateral Agreements that survive the Initial Closing.

SECTION 12.7 *Netting of Losses; Tax Treatment.* All payments made pursuant to this Article 12 shall, to the fullest extent permitted by applicable Law, be treated for all Tax purposes (to the extent such treatment is consistent with the rent allocations made for purposes of Section 467 of the Code pursuant to Section 12 of the MPL) as adjustments to the Final Total Consideration. The amount of any indemnified Claim under this Article 12 shall take into account (i) any amounts actually recovered by the Indemnified Party pursuant to any indemnification by, or indemnification agreement with, any third-party, (ii) any insurance proceeds or other cash receipts or sources of reimbursement actually collected by the Indemnified Party in connection with the Claim, (iii) any Tax benefits actually realized or realizable in the year of the loss or the following taxable year by the Indemnified Party in connection with such Claims and the recovery thereof and (iv) any Tax costs actually incurred or to be incurred in the year of receipt of the indemnity payment hereunder or the following taxable year by the Indemnified Party in connection with such Claims and the recovery thereof. Any amount paid by the Indemnifying Party for an indemnified Claim that is in excess of the amount owed after applying the netting amounts described above shall be reimbursed promptly by the Indemnified Party.

ARTICLE 13

TERMINATION

SECTION 13.1 *Termination of Agreement.* This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Initial Closing Date:

(a) By mutual written consent of the T-Mobile Parties and Crown;

(b) By the T-Mobile Parties or Crown, if the Initial Closing shall not have occurred on or prior to the day that is 180 days after the date of this Agreement so long as the terminating Party has not breached any of its obligations under this Agreement that result in a substantial delay to, or preventing, the Initial Closing; provided that neither party shall have the right to terminate this Agreement pursuant to this Section 13.1(b) prior to the date that is 270 days after the date of this Agreement if the principal reason the Initial Closing has not occurred on or prior to the day that is 180 days after the date of this Agreement is the failure of the conditions to Closing set forth in Section 10.2 or Section 11.2 to be satisfied.

(c) By the T-Mobile Parties; provided that the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries are not then in material breach of any of their obligations under this Agreement, if Crown or the Tower Operator (i) fails in any material respect to perform any of its covenants under this Agreement when performance is due or (ii) has breached in any material respect any of the representations or warranties contained in Article 7 or Article 8 of this Agreement and, in each case, such failure or breach has not been cured within 30 days after the T-Mobile Contributors deliver written notice thereof;

(d) By Crown; provided that Crown and the Tower Operator are not then in material breach of any of their obligations under this Agreement, if the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries (i) fail in any material respect to perform any of their covenants under this Agreement when performance is due or (ii) have breached in any material respect any of the representations and warranties contained in Article 5 or Article 6 of this Agreement, and in each case, such failure or breach has not been cured within 30 days after Crown delivers written notice thereof;

(e) By either the T-Mobile Parties or Crown, if any permanent injunction, decree or judgment of any Governmental Authority preventing consummation of the transactions contemplated by this Agreement and the Collateral Agreements shall have become final and nonappealable or any Law shall make consummation of the transactions contemplated by this Agreement and the Collateral Agreements illegal or otherwise prohibited; or

(f) By the T-Mobile Parties; provided that the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries are not then in material breach of any of their obligations under this Agreement, if (i) all of the conditions set forth in Article 10 (other than Section 10.5) have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Initial Closing) on the date the Initial Closing should have occurred pursuant to Section 2.6, (ii) Crown and the Tower Operator fail to consummate the transactions contemplated by this Agreement within three business days of the date the Initial Closing should have occurred pursuant to Section 2.6 and (iii) the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries have irrevocably committed, by written notice to Crown that all conditions set forth in Article 11 have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Initial Closing) or that they are willing to waive any unsatisfied conditions (to the extent such conditions may be waived) in Article 11, to consummate the transactions contemplated by this Agreement on such date.

SECTION 13.2 *Effect of Termination.*

(a) If terminated pursuant to Section 13.1, this Agreement shall terminate and become null and void and have no effect, without any liability on the part of any Party or its Affiliates, directors, officers or stockholders, except that: (i) Section 5.9, Section 7.6, Section 9.1(a), Section 9.5, Section 9.6, Section 9.11(a), Section 9.11(b) (in so far as it relates to information relating to this Agreement, the Collateral Agreements or the transactions contemplated hereby), this Article 13 and Article 14 shall survive any termination, (ii) any provisions not covered by clause (i) requiring the payment or reimbursement of any costs or expenses relating to, or incurred during, the period from the Signing Date to the Initial Closing Date shall survive any termination until paid in full and (iii) subject in all cases to Section 13.3, any such termination shall not relieve any Party from liability for fraud. With respect to the provisions that expressly survive termination, each of Crown and the T-Mobile Parties shall be entitled to pursue any and all rights and remedies to which it or they may be entitled at Law or in equity.

SECTION 13.3 ***Termination Fee.***

(a) In the event that this Agreement is terminated by the T-Mobile Parties, pursuant to Section 13.1(f) Crown shall pay to T-Mobile, on behalf of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries, a termination fee in an amount equal to \$250,000,000 (the "***Termination Fee***"); it being understood that in no event shall Crown be required to pay the Termination Fee on more than one occasion. Any amount due under this Section 13.3(a) shall be paid by wire transfer of same-day funds to an account provided in writing by T-Mobile to Crown within two business days of the date of such termination.

(b) Notwithstanding anything to the contrary contained in this Agreement, T-Mobile's right, on behalf of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries, to receive payment of the Termination Fee pursuant to Section 13.3(a) shall constitute the sole and exclusive remedy of the T-Mobile Parties, the T-Mobile SPEs and the Sale Site Subsidiaries and their respective Affiliates for any and all Claims suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for any breach or failure to perform hereunder at or prior to the Initial Closing, and upon payment of the Termination Fee, none of Crown, the Tower Operator and any of their Affiliates or Representatives shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated by this Agreement or in respect of any Collateral Agreement or theory of Law or equity, whether in equity or at Law, in contract, in tort or otherwise.

(c) Each Party acknowledges and agrees that the agreements contained in this Section 13.3 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the other Parties would not have entered into this Agreement. Accordingly, if Crown fails to timely pay the Termination Fee as required hereby and, in order to obtain the payment of the Termination Fee, T-Mobile commences an Action which results in a judgment against Crown for the payment of the Termination Fee, Crown shall pay T-Mobile its reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) in connection with such suit, together with interest thereon at the prime rate (as published in the Wall Street Journal) in effect on the date payment of the Termination Fee was required to be made through the date such payment was actually received by T-Mobile.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 14.2 ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

SECTION 14.3 *Entire Agreement.* This Agreement and the Collateral Agreements, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement and supersede all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

SECTION 14.4 *Fees and Expenses.* Except as otherwise expressly set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

SECTION 14.5 *Notices.* All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next business day when sent overnight by a nationally recognized overnight courier service, (ii) upon transmission of an e-mail (followed by delivery of an original via nationally recognized overnight courier service), or (iii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be sent or delivered as set forth below or to such other person(s), e-mail address or address(es) as the receiving Party may have designated by written notice to the other Party. All notices delivered by any T-Mobile Party shall be deemed to have been delivered on behalf of the T-Mobile Parties and the T-Mobile SPEs. All notices shall be delivered to the relevant Party at the address set forth below:

If to the T-Mobile Parties, the T-Mobile SPEs or, prior to the Initial Closing, the Sale Site Subsidiaries, to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Director of Lease Compliance
E-mail address: leasemanagement@T-Mobile.com

with copies not constituting notice to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: General Counsel
E-mail address: Dave.Miller@T-Mobile.com

and

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek
E-mail address: raprofusek@jonesday.com

All notices delivered by Crown shall be deemed to have been delivered on behalf of Crown or the Tower Operator. All notices shall be delivered to the relevant Party at the address set forth below:

If to Crown, Tower Operator or, after the Initial Closing, the Sale Site Subsidiaries, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: CFO (Jay Brown)
E-mail Address: jay.brown@crowncastle.com

Attention: General Counsel (E. Blake Hawk)
E-Mail Address: blake.hawk@crowncastle.com

with copies not constituting notice to:

Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, New York 10019
Attention: Stephen Burns
E-mail Address: sburns@cravath.com

Attention: Erik Tavzel
E-mail Address: etavzel@cravath.com

Attention: Johnny Skumpija
E-mail Address: jskumpija@cravath.com

SECTION 14.6 *Assignment; Successors and Assigns; Third-Party Beneficiaries.* This Agreement shall not be assignable by any Party without the express prior written consent of the other Parties and any such assignment shall be null and void, except that (i) each of the Parties may assign all or a portion of its rights and remedies (but none of its obligations) under this Agreement to one or more of its respective Affiliates, including any special purpose entity formed in connection with the transactions contemplated by this Agreement and (ii) Crown, the Tower Operator and, after the Initial Closing, the Sale Site Subsidiaries may assign all or any portion of their rights and remedies to its lenders. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for [Section 12.1](#), which is intended to benefit and may be enforced by any of the Crown Indemnified Parties and [Section 12.2](#), which is intended to benefit and may be enforced by any of the T-Mobile Indemnified Parties.

SECTION 14.7 **Amendment.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

SECTION 14.8 **Time of Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

SECTION 14.9 **Specific Performance.** Each Party recognizes and agrees that, in the event of any failure or refusal by any Party to perform its obligations required by this Agreement, remedies at law would be inadequate, and that in addition to such other remedies as may be available to it at Law, in equity or pursuant to this Agreement, each Party may seek injunctive relief and may enforce its rights under, and the terms and provisions of, this Agreement by an action for specific performance to the extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Notwithstanding the foregoing, each Party acknowledges and agrees that, prior to the Initial Closing, none of the T-Mobile Parties, the T-Mobile SPEs or the Sale Site Subsidiaries shall be entitled to seek injunctive relief to prevent breaches of this Agreement or seek to enforce specifically its rights under, or the terms and provisions of, this Agreement by an action for specific performance, and that the sole and exclusive remedy available to any T-Mobile Party, T-Mobile SPE or Sale Site Subsidiary for any and all Claims suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for any breach or failure to perform hereunder shall be the Termination Fee set forth in Section 13.3 (which fee is only payable in the event this Agreement is terminated pursuant to Section 13.1(f)).

SECTION 14.10 **Limitation of Liability.** Notwithstanding anything in this Agreement or the Collateral Agreements to the contrary, no Party shall be liable to any other Party for indirect, incidental, special or consequential damages, loss of anticipated profits or punitive damages that arise out of or relate to this Agreement or the performance or breach hereof or any liability retained or assumed hereunder, in each case except as may be payable to a claimant in a Third Party Claim and provided that the foregoing shall not limit recovery for diminution in value of an asset as a result of a breach.

SECTION 14.11 **Disclosures.** Disclosure of any fact or item in the T-Mobile Disclosure Letter or Crown Disclosure Letter, by reference to a particular Article or Section in this Agreement shall, should the existence of the fact or item be reasonably apparent on its face to relate to any other Article or Section of this Agreement, be deemed to be disclosed with respect to such other Article or Section of this Agreement to which it relates.

SECTION 14.12 **Jurisdiction.** Subject to Section 3.3 and Section 4.4, in connection with any suit, action or proceeding (an “**Action**”) arising out of or relating to this Agreement, each of the Parties:

(a) Submits to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York, the court of the United States of America for the Southern District of New York and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all Actions hereunder shall be heard and determined in such New York State court or, to the extent permitted by Law, in such federal court;

(b) Consents that any such Actions may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) Agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

SECTION 14.13 **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD-PARTY CLAIM OR OTHERWISE.

SECTION 14.14 **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

T-MOBILE USA, INC.

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: CFO

SUNCOM WIRELESS OPERATING COMPANY, L.L.C.

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

VOICESTREAM PITTSBURGH, L.P.

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

COOK INLET/VS GSM IV PCS HOLDINGS, LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

T-MOBILE WEST LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

T-MOBILE CENTRAL LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

T-MOBILE NORTHEAST LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

T-MOBILE SOUTH LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

WIRELESS ALLIANCE, LLC

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

POWERTEL/MEMPHIS, INC.

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

SUNCOM WIRELESS PROPERTY COMPANY, L.L.C.

By: /s/ Michael J. Morgan
Name: Michael J. Morgan
Title: SVP & CFO

[FORM OF]
MASTER PREPAID LEASE
BY AND AMONG
[T-MOBILE SPES],
T-MOBILE USA, INC.
AND
[CCTMO LLC]

Dated as of [], 2012

TABLE OF CONTENTS

	Page	
SECTION 1.	Definitions.	1
SECTION 2.	Documents.	18
SECTION 3.	Tower Operator Lease of Lease Site and Occupancy Rights With Respect to Managed Sites.	19
SECTION 4.	Tower Operator Rights and Obligations Under the Ground Leases.	21
SECTION 5.	T-Mobile Lessor Rights and Obligations With Respect to the Ground Leases.	25
SECTION 6.	Collocation Agreements with Third Parties.	26
SECTION 7.	Tower Operator Permitted Use.	28
SECTION 8.	Tower Operator Access.	28
SECTION 9.	Term and End of Term Obligations.	29
SECTION 10.	Tower Operator Rent and Pre-Lease Rent; Treatment for US Federal Income Tax Purposes.	31
SECTION 11.	Condition of the Sites and Obligations of Tower Operator.	32
SECTION 12.	Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.	33
SECTION 13.	Tower Operator's Obligations With Respect to Tower Subtenants.	35
SECTION 14.	Limitations on Tower Operator Liens.	35
SECTION 15.	Tower Operator Indemnity; T-Mobile Lessor Indemnity; Procedure For All Indemnity Claims.	36
SECTION 16.	Tower Operator's Waiver of Subrogation; Insurance.	40
SECTION 17.	Estoppel Certificate; T-Mobile Lessor Financial Reporting.	42
SECTION 18.	Assignment, Transfer and Subletting Rights.	43
SECTION 19.	Tower Operator Environmental Covenants.	44
SECTION 20.	Tower Operator Purchase Option.	45
SECTION 21.	Tower Operator Lender Protections.	48
SECTION 22.	Taxes.	52
SECTION 23.	Utilities.	54
SECTION 24.	Compliance with Law; Governmental Permits.	55
SECTION 25.	Compliance with Specific FCC Regulations.	57
SECTION 26.	Holding Over.	58

TABLE OF CONTENTS
(Continued)

	Page
SECTION 27. Rights of Entry and Inspection.	58
SECTION 28. Right to Act for Tower Operator.	59
SECTION 29. Defaults and Remedies.	59
SECTION 30. Quiet Enjoyment.	65
SECTION 31. No Merger.	65
SECTION 32. Broker and Commission.	65
SECTION 33. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.	66
SECTION 34. Tax Indemnities.	66
SECTION 35. Damage to the Site, Tower or the Improvements.	77
SECTION 36. Condemnation.	78
SECTION 37. Operating Principles.	79
SECTION 38. General Provisions.	80
SECTION 39. T-Mobile Parent Guarantee.	83

EXHIBIT LIST

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Rent and Pre-Lease Rent
Exhibit D	Allocated Rent
Exhibit E	Option Purchase Price
Exhibit F	Form of UCC-1
Schedule 1-A	23 Year Lease Sites
Schedule 1-B	24 Year Lease Sites
Schedule 1-C	25 Year Lease Sites
Schedule 1-D	26 Year Lease Sites
Schedule 1-E	27 Year Lease Sites
Schedule 1-F	28 Year Lease Sites
Schedule 1-G	29 Year Lease Sites
Schedule 1-H	30 Year Lease Sites
Schedule 1-I	31 Year Lease Sites
Schedule 1-J	32 Year Lease Sites
Schedule 1-K	33 Year Lease Sites
Schedule 1-L	34 Year Lease Sites
Schedule 1-M	35 Year Lease Sites
Schedule 1-N	36 Year Lease Sites
Schedule 1-O	37 Year Lease Sites

MASTER PREPAID LEASE

THIS **MASTER PREPAID LEASE** (this "**Agreement**") is entered into this [] day of [], 2012 (the "**Effective Date**"), by and among [TMUS SPE I, LLC and TMUS SPE II, LLC], each a Delaware limited liability company (each, a "**T-Mobile Lessor**" and, collectively, the "**T-Mobile Lessors**"), T-MOBILE USA, INC., a Delaware corporation ("**T-Mobile Parent**"), and [CCTMO LLC], a Delaware limited liability company ("**Tower Operator**"). T-Mobile Lessors, T-Mobile Parent and Tower Operator are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment, and such Affiliates either ground lease or otherwise have an interest in the land on which such Towers are located;
- B. Tower Operator desires to lease or operate the Sites;
- C. Tower Operator intends on marketing all available capacity at the Sites and maximizing the collocation revenue that may be derived therefrom;
- D. The obligations set forth in this Agreement are interrelated and required in order for Tower Operator to lease or operate the Sites; and
- E. Simultaneously herewith, the Parties and certain Affiliates thereof are entering into the MPL Site MLA pursuant to which T-Mobile Collocator is leasing the T-Mobile Collocation Space from Tower Operator at the Sites.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. *Definitions.*

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

"**Affiliate**" (and, with a correlative meaning, "**Affiliated**") means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, "**control**" means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

"**Agreement**" has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

"Assumption Requirements" means, with respect to any assignment by Tower Operator or any T-Mobile Lessor of this Agreement (the **"assigning party"**), that (i) the applicable assignee has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

"Available Space" means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Award" means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

"Bankruptcy" means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

"Business Day" means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

"Cables" means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

"CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Claims" means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys' and accountants' fees and expenses).

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Agreements" means the following documents entered into on the Effective Date: (i) the Management Agreement, (ii) the Tower Operator General Assignment and Assumption Agreement and (iii) the Transition Services Agreement.

“Collocation Agreement” means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

“Communications Equipment” means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Subtenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

“Conversion Closing” means the conversion of (i) a Non-Contributable Site to a Contributable Site or (ii) a Pre-Lease Site into a Lease Site subsequent to the Effective Date.

“Conversion Closing Date” means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

“CPI” means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for “all items” compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

"Default Option Purchase Price" means 50% of the net present value, calculated as of the date of occurrence of the "event of default" referred to in Section 29(b)(i), and assuming a discount rate of 10%, of the Option Purchase Price for the Purchase Sites with respect to which the Purchase Option is being exercised by Tower Operator.

"Emergency" means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Subtenants, to operate Communications Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

"Environmental Law" or "Environmental Laws" means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

"Excluded Equipment" means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Subtenant Communications Equipment or Tower Subtenant Improvements.

"Excluded Purchase Sites" means, collectively, (i) any Site with respect to which the applicable Ground Lease has previously expired or been terminated and the applicable T-Mobile Lessor or Tower Operator has not otherwise secured the long term tenure of such Site or (ii) any Site that Tower Operator has previously purchased from the applicable T-Mobile Lessor or its Affiliates.

"FAA" means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

"FCC" means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

"Federal Income Tax Benefits" means the Federal Depreciation Deductions and the federal income Tax deductions described in Section 34(a)(i).

"Force Majeure" means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

“Governmental Approvals” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

“Governmental Authority” means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

“Ground Lease” means, as to any Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which the applicable T-Mobile Lessor or a T-Mobile Ground Lease Additional Party holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

“Ground Lessor” means, as to any Site, the “lessor,” “sublessor,” “landlord,” “licensor,” “sublicensor” or similar Person under the related Ground Lease.

“Ground Rent” means, as to any Site, all rents, fees and other charges payable by the applicable T-Mobile Lessor or its Affiliates to the Ground Lessor under the Ground Lease for such Site.

“Hazardous Material” or **“Hazardous Materials”** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

“Improvements” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator’s and, if applicable, each Tower Subtenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator’s and, if applicable, each Tower Subtenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Operator Communications Equipment).

"Included Property" means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site.

"Inclusion" means the inclusion in the gross income of any T-Mobile Group Member of any amount in connection with the transactions effected by this Agreement or related documents other than the amounts described in Section 34(a)(i)(D).

"Indemnified Party" means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

"Land" means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

"Landlord Reimbursement Taxes" means, with respect to any Site, if the applicable Ground Lease provides that Ground Lessor may pass-through any Taxes assessed against the Site or Ground Lessor to the applicable ground lessee, the amount of such Taxes to the extent related to the Land value and not related to the Tower assets for which the Ground Lessor seeks reimbursement from the ground lessee or its assignees under the provisions of the Ground Lease.

"Law" means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

"Lease Site" means the (i) Initial Lease Sites and (ii) any Managed Site subject to this Agreement which is converted to a Lease Site pursuant to a Conversion Closing.

"Liens" means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

"Managed Site" means, for purposes of this Agreement and until any such Site is converted to a Lease Site as provided herein, each Site that is identified on Exhibit A, but is not identified as a Lease Site on Exhibit B and is therefore subject to this Agreement as a Managed Site as of the Effective Date, until such Site is converted to a Lease Site as provided herein. Managed Sites include all Non-Contributable Sites and all Pre-Lease Sites which have not yet been converted to Lease Sites.

"Master Agreement" means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator and T-Mobile.

"Modifications" means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

"MPL Site MLA" means that certain Master Lease Agreement, dated of even date herewith, between Tower Operator, T-Mobile Collocator and T-Mobile Parent.

"Non-Contributable Site" means any Site that is not a Contributable Site.

"Non-Restorable Site" means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator or T-Mobile Lessors.

"Non-Severable" means, with respect to any Modification, any Modification that is not a Severable Modification.

"Order" means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

"Permitted Use" means the use of the Sites for the ownership, operation, management, maintenance or leasing (in whole or in part) of towers and other wireless infrastructure or any similar, related, complementary or ancillary use or use that constitutes a reasonable extension or expansion of the foregoing.

"Person" means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

"Pre-Lease Rent" means, as to any Managed Site, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable T-Mobile Lessor with respect to such Managed Site pursuant to this Agreement and as specified in Exhibit C.

"Prime Rate" means the rate of interest reported in the "Money Rates" column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Lessors and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

"Proceeds" means all insurance moneys recovered or recoverable by any T-Mobile Lessor, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

"Property Taxes" means, as to each Site, any and all of the following levies, assessed or imposed upon, against or with respect to the Site, any part of the Site, or the use and occupancy of the Site at any time during the Term as to such Site (whether imposed directly by a Governmental Authority or indirectly through any other Persons, and including any penalties, fines and interest related thereto): (i) real property and personal property ad valorem Taxes and assessments; (ii) charges made by any Governmental Authority or quasi public authority for improvements or betterments related to the Site; (iii) sanitary Taxes or charges, sewer or water Taxes or charges; and (iv) any other Tax imposed solely as a result of ownership of the Included Property similar to the Taxes described in (i) through (iii).

"Rent" means, as to any Lease Site, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable T-Mobile Lessor with respect to such Lease Site pursuant to this Agreement and as specified in Exhibit C.

"Rent Payment Period" means, as to each Site, the taxable period set forth in Exhibit C.

"Restoration" means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

“Revenue Sharing” means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

“Secured Tower Operator Loan” means any loans, bonds, notes or debt instruments secured by all or any portion of Tower Operator’s interest hereunder or with respect to any Site, including a collateral assignment of any rights of Tower Operator hereunder, under any Transaction Document or under any related agreements or secured by the pledge of equity interests in Tower Operator.

“Severable” means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

“Site” means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement, and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Subtenant’s Improvements or Tower Subtenant Communications Equipment.

“Site Expiration Date” means, as to any Site, the sooner to occur of (A) if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement), or (B) the applicable Site Expiration Outside Date.

“Site Expiration Outside Date” means, (i) as to the 23 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2035, (ii) as to the 24 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2036, (iii) as to the 25 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2037, (iv) as to the 26 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2038, (v) as to the 27 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2039, (vi) as to the 28 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2040, (vii) as to the 29 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2041, (viii) as to the 30 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2042, (ix) as to the 31 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2043, (x) as to the 32 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2044, (xi) as to the 33 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2045, (xii) as to the 34 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2046, (xiii) as to the 35 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2047, (xiv) as to the 36 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2048, and (xv) as to the 37 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2049.

"Substantial Portion" means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining or leasing towers and other wireless infrastructure.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

"Tax" means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

"Term" means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 9(a); and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

"T-Mobile" means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

"T-Mobile Communications Equipment" means any Communications Equipment owned or leased and used exclusively by T-Mobile Collocator.

"T-Mobile Ground Lease Additional Party" means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Managed Site to the applicable T-Mobile Lessor pursuant to the Master Agreement.

"T-Mobile Group" means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a "sublessor" under this Agreement in accordance with the provisions of this Agreement. Solely for purposes of Section 34, the term **"T-Mobile Group"** shall include each T-Mobile Group Member, the affiliated group of corporations and each member of such group within the meaning of Code Section 1504 of which any T-Mobile Group Member is or shall become a member if such group shall have filed a consolidated return; if applicable, each member in any entity classified as a partnership for federal income Tax purposes and such entity itself if and to the extent such entity is treated as the Tax owner of any of the Sites or portions of the Sites or such entity is a direct or indirect partner in another entity classified as a partnership which is so treated (in either case, a **"T-Mobile Partnership"**); and, if applicable, any entity owned by a T-Mobile Group Member or T-Mobile Partnership that for federal income Tax purposes is disregarded as an entity separate from its owner.

"T-Mobile Group Member" means each member of the T-Mobile Group.

"T-Mobile Improvements" means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

"T-Mobile Indemnatee" means each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator and their respective Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

"Tower" means the communications towers on the Sites from time to time.

"Tower Operator Equipment" means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to, the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

"Tower Operator Indemnatee" means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

"Tower Operator Lender" means the holder(s) of any Secured Tower Operator Loan, together with the heirs, legal representatives, successors, transferees, nominees and assignees of such holder(s). Any group of holders of the same Secured Tower Operator Loan who are represented by the same Tower Operator Lender Representatives shall be deemed to be one Tower Operator Lender for purposes of this Agreement.

“Tower Operator Lender Representative” means any administrative agent, trustee, collateral agent or similar representative acting on behalf or for the benefit of any Tower Operator Lender or group of Tower Operator Lenders with respect to the same Secured Tower Operator Loan.

“Tower Operator Negotiated Renewal” means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of a T-Mobile Lessor as the “ground lessee” under such new Ground Lease and (C) the new Ground Lease is otherwise executed in accordance with this Agreement.

“Tower Operator Permitted Liens” means, as to any Site, collectively, (i) Liens in respect of Property Taxes or other Taxes that are not yet delinquent as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto; (ii) Liens of landlords, laborers, shippers, carriers, warehousemen, mechanics, materialmen, repairmen and other like Liens imposed by Law that arise in the ordinary course of business; (iii) general utility, roadway and other easements or rights of way that do not or would not reasonably be expected to, individually or in the aggregate, materially adversely affect the use or operation of the Tower or Site as a telecommunications tower facility; (iv) rights of, or by, through or under Persons leasing, licensing or otherwise occupying space on any Tower or otherwise utilizing any Tower pursuant to any Collocation Agreement as provided therein; (v) all Liens and other matters of public record against the underlying real property interest of any ground lessor under any ground lease; (vi) the terms and provisions of any ground lease as provided therein; (vii) any Mortgage granted by Tower Operator in connection with a Secured Tower Operator Loan; (viii) any Lien or right created by Persons other than Tower Operator or its Affiliates and not caused or consented to by Tower Operator or its Affiliates; and (ix) any Lien or right otherwise caused or consented to by any T-Mobile Group Member.

“Tower Subtenant” means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting such Site; or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

“Tower Subtenant Communications Equipment” means any Communications Equipment owned or leased by a Tower Subtenant.

“Tower Subtenant Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Subtenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Subtenant Communications Equipment shall be deemed Tower Subtenant Improvements.

“Tower Subtenant Related Party” means Tower Subtenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

“Tranche of Sites” refers to each of the 23 Year Lease Sites, 24 Year Lease Sites, 25 Year Lease Sites, 26 Year Lease Sites, 27 Year Lease Sites, 28 Year Lease Sites, 29 Year Lease Sites, 30 Year Lease Sites, 31 Year Lease Sites, 32 Year Lease Sites, 33 Year Lease Sites, 34 Year Lease Sites, 35 Year Lease Sites, 36 Year Lease Sites and 37 Year Lease Sites.

“Transaction Documents” means this Agreement, the Master Agreement, the MPL Site MLA, the Collateral Agreements and all other documents to be executed by the Parties in connection with the consummation of transactions contemplated by the Master Agreement, the MPL Site MLA and this Agreement.

“23 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2035.

“24 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2036.

“25 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2037.

“26 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2038.

“27 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2039.

“28 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2040.

“29 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2041.

“30 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2042.

“31 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2043.

“32 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2044.

“33 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2045.

“34 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2046.

“35 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2047.

“36 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2048.

“37 Year Lease Purchase Option Closing Date” means the last Business Day of the calendar year ending December 31, 2049.

“23 Year Lease Purchase Sites” means all 23 Year Lease Sites on the 23 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“24 Year Lease Purchase Sites” means all 24 Year Lease Sites on the 24 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“25 Year Lease Purchase Sites” means all 25 Year Lease Sites on the 25 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“26 Year Lease Purchase Sites” means all 26 Year Lease Sites on the 26 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“27 Year Lease Purchase Sites” means all 27 Year Lease Sites on the 27 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“28 Year Lease Purchase Sites” means all 28 Year Lease Sites on the 28 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“29 Year Lease Purchase Sites” means all 29 Year Lease Sites on the 29 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“30 Year Lease Purchase Sites” means all 30 Year Lease Sites on the 30 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"31 Year Lease Purchase Sites" means all 31 Year Lease Sites on the 31 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"32 Year Lease Purchase Sites" means all 32 Year Lease Sites on the 32 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"33 Year Lease Purchase Sites" means all 33 Year Lease Sites on the 33 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"34 Year Lease Purchase Sites" means all 34 Year Lease Sites on the 34 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"35 Year Lease Purchase Sites" means all 35 Year Lease Sites on the 35 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"36 Year Lease Purchase Sites" means all 36 Year Lease Sites on the 36 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"37 Year Lease Purchase Sites" means all 37 Year Lease Sites on the 37 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

"23 Year Lease Sites" means the Sites set forth on Schedule 1-A hereto.

"24 Year Lease Sites" means the Sites set forth on Schedule 1-B hereto.

"25 Year Lease Sites" means the Sites set forth on Schedule 1-C hereto.

"26 Year Lease Sites" means the Sites set forth on Schedule 1-D hereto.

"27 Year Lease Sites" means the Sites set forth on Schedule 1-E hereto.

"28 Year Lease Sites" means the Sites set forth on Schedule 1-F hereto.

"29 Year Lease Sites" means the Sites set forth on Schedule 1-G hereto.

"30 Year Lease Sites" means the Sites set forth on Schedule 1-H hereto.

"31 Year Lease Sites" means the Sites set forth on Schedule 1-I hereto.

"32 Year Lease Sites" means the Sites set forth on Schedule 1-J hereto.

"33 Year Lease Sites" means the Sites set forth on Schedule 1-K hereto.

“**34 Year Lease Sites**” means the Sites set forth on Schedule 1-L hereto.

“**35 Year Lease Sites**” means the Sites set forth on Schedule 1-M hereto.

“**36 Year Lease Sites**” means the Sites set forth on Schedule 1-N hereto.

“**37 Year Lease Sites**” means the Sites set forth on Schedule 1-O hereto.

“**Zoning Laws**” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement.** In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

<u>Defined Term</u>	<u>Section</u>
Agreement	Preamble
Allocated Rent	Section 10(c)
Authorized Collocation Agreements Documents	Section 6(b)
Authorized Ground Lease Document	Section 4(b)
Casualty Notice	Section 35(a)
Default Notice	Section 5(b)
Disputes	Section 15(d)
Effective Date	Preamble
Federal Depreciation Deductions	Section 34(a)(i)
Financial Advisors	Section 32(a)
Indemnifying Party	Section 15(c)(i)
Initial Lease Sites	Exhibit B
New Lease	Section 21(b)(iii)
NOTAM	Section 24(g)(i)
Option Purchase Price	Section 20(b)
Option Sellers	Section 20(a)
Party	Preamble
Post-Exercise Period	Section 34(g)
Proportional Rent	Section 10(d)
Purchase Option	Section 20(a)
Purchase Option Closing Dates	Section 20(a)
Purchase Sites	Section 20(a)
Qualified Tower Operator	Section 18(a)(i)
Restorable Site	Section 35(a)
Risk of Forfeiture	Section 14(b)

<u>Defined Term</u>	<u>Section</u>
Section 467 Loan	Section 10(d)
Tax Assumptions	Section 34(a)(i)
Tax Claim	Section 34(d)
Tax Event	Section 34(a)(iii)
Tax Indemnitee	Section 34(a)(iii)
Tax Indemnity Notice	Section 34(a)(iii)
Tax Loss	Section 34(a)(iii)
Tax Savings	Section 34(c)
Third Party Claim	Section 15(c)(i)
T-Mobile Lessor	Preamble
T-Mobile Lessor Extension Notice	Section 4(d)(iv)
T-Mobile Lessor Obligations	Section 39(a)
T-Mobile Parent	Preamble
Tower Operator	Preamble
Tower Operator Extension or Relocation Notice	Section 4(d)(iii)
Tower Operator Property Tax Charge	Section 22(c)
Tower Operator Work	Section 12(b)
Transfer Taxes	Section 22(e)
Transferred Property	Section 20(c)
Triggering Event	Section 34(c)
Unauthorized Document	Section 4(b)

(c) **Terms Defined in Master Agreement.** The following defined terms in the Master Agreement are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<u>Defined Term</u>	<u>Section</u>
Applicable Closing	Section 1.1
Contributable Site	Section 4.1(a)
Lease Buyout Firm	Section 1.1
Management Agreement	Recitals
Parent Indemnity Agreement	Section 2.2(k)
Permitted Encumbrances	Section 1.1
Pre-Lease Site	Section 1.1
T-Mobile Internal Transfers Agreement	Section 1.1
Technical Closing	Section 2.6(b)
Tower Operator General Assignment and Assumption Agreement	Recitals
Tower Related Assets	Section 1.1
Transition Services Agreement	Recitals

(d) **Terms Defined in the MPL Site MLA.** The following defined terms in the MPL Site MLA are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<u>Defined Term</u>	<u>Section</u>
Backhaul Services	Section 19(d)
Memorandum of Site Lease Agreement	Section 1(a)
Site Lease Agreement	Section 1(a)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator	Section 1(a)
T-Mobile Ground Rent	Section 4(a)
T-Mobile Total Rent Amount	Section 4(a)

(e) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Transaction Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Subtenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Subtenant's compliance therewith.

SECTION 2. Documents.

(a) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;

(ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Rent and Pre-Lease Rent
Exhibit D	Allocated Rent
Exhibit E	Option Purchase Price
Exhibit F	Form of UCC-1

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

(iv) such additional documents as are incorporated by reference, including the MPL Site MLA relating to a Site.

(b) **Priority of Documents.** If any of the documents referenced in Section 2(a) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(c) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

SECTION 3. *Tower Operator Lease of Lease Site and Occupancy Rights With Respect to Managed Sites.*

(a) **Lease Sites.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Lease Sites, and thereafter as of the applicable Conversion Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Conversion Closing, each T-Mobile Lessor hereby lets, leases and demises unto Tower Operator, and Tower Operator hereby leases, takes and accepts from such T-Mobile Lessor, the Included Property of all of the Lease Sites held by such T-Mobile Lessor. As to each Site, this Agreement is a grant of a subleasehold, sublicense or other interest in such Site. The rights granted to Tower Operator under this Agreement include, with respect to each Tower, the right of Tower Operator to use and employ, to the extent such rights may be legally granted to or used by Tower Operator, the Tower Related Assets related to the Sites. T-Mobile Lessors and Tower Operator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible agreement. In addition, the Parties acknowledge and agree that this Agreement is intended to be treated for U.S. federal income Tax purposes as a lease between Tower Operator and T-Mobile Lessors with respect to the Sites, and the Parties further agree to not take any position on any Tax return that is inconsistent with such treatment.

(b) **Additional Lease Sites.** Each Lease Site that is not an Initial Lease Site shall be made subject to this Agreement by means of a Conversion Closing (after which the T-Mobile Lessors and Tower Operator shall execute and deliver at a Technical Closing an amendment of Exhibit B hereto to reflect such Site as a Lease Site instead of a Managed Site).

(c) **Managed Sites.** As to each Managed Site, each T-Mobile Lessor hereby appoints Tower Operator, and Tower Operator agrees to act and shall act, as the exclusive operator during the Term of the Included Property of each Managed Site operated by such T-Mobile Lessor. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to Section 3(a) in the Included Property of any Managed Site until the Conversion Closing at which such Managed Site is converted to a Lease Site. The rights granted to Tower Operator under this Agreement include, with respect to each Tower, the right of Tower Operator to use and employ, to the extent such rights may be legally granted to or used by Tower Operator, the Tower Related Assets related to the Managed Sites. In performing its duties as operator of the Managed Sites, Tower Operator shall manage, administer and operate each of the Managed Sites, subject to the provisions of this Agreement, in a manner consistent with the standards Tower Operator uses to manage, administer and operate the Lease Sites. Except as expressly provided herein (including Section 28), no T-Mobile Ground Lease Additional Party nor T-Mobile Lessor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of any Managed Sites, all such rights being exclusively reserved to Tower Operator hereunder.

(d) **Tower Operator Acceptance of Sites.** Tower Operator hereby accepts the Included Property of each Site in its "AS IS" condition, without any representation or warranty of or from any T-Mobile Lessor or T-Mobile Parent or their respective Affiliates whatsoever as to its condition or suitability for any particular use, except as may be expressly set forth in the Master Agreement, the remedies for a breach of which shall be solely under and subject to the terms, conditions and limitations thereof. Except as set forth in the Master Agreement, Tower Operator hereby acknowledges that none of T-Mobile Lessor or T-Mobile Parent or any of their respective agents or Affiliates has made any representation or warranty, express or implied, with respect to any of the Included Property, or any portion of such Included Property, or the suitability or fitness for the conduct of Tower Operator's business or for any other purpose, including the Permitted Use.

(e) **Site Related Revenue.** During the Term, Tower Operator shall receive and shall be entitled to all of the revenue generated by each Site and the Included Property of such Site (other than the Rent and Pre-Lease Rent payable hereunder), including all revenue under the Collocation Agreements accruing from and after the Effective Date and all revenue received under the Collocation Agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date, and no T-Mobile Lessor or any of its Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transitions Services Agreement, if any such revenue is paid to any T-Mobile Lessor or its Affiliates, such T-Mobile Lessor or its Affiliate receiving such revenue shall remit such revenue to Tower Operator promptly after receiving such revenue. Each T-Mobile Lessor and the applicable T-Mobile Ground Lease Additional Party (as applicable) shall direct (or cause its Affiliate to direct), in writing, all payers of amounts due and accruing after the Effective Date under the Collocation Agreements to pay such amounts to Tower Operator.

(f) **Site Related Expenses.** From and after the Effective Date, except as otherwise expressly provided in this Agreement or any other Transaction Document, Tower Operator shall be responsible for the payment of, and shall pay, all expenses due and accruing after the Effective Date and related to or associated with the Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. T-Mobile Lessors shall pay, as and when due, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made in respect of the Rent and Pre-Lease Rent for all Sites. Tower Operator shall pay, as and when due, Tower Operator's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made in respect of the Rent and Pre-Paid Rent for all Sites.

(g) **Filing of Financing Statements.** T-Mobile Parent and each T-Mobile Lessor hereby irrevocably authorizes Tower Operator or its designee to file in any relevant jurisdiction, at any time and from time to time, any UCC-1 financing statement, which shall be substantially in the form of Exhibit E hereto, and any amendments thereto, that are in each case necessary or desirable to evidence, perfect or otherwise record Tower Operator's leasehold or management interest in each Site, as applicable, granted pursuant to this Agreement and the other Transaction Documents. T-Mobile Parent and each T-Mobile Lessor agrees, promptly upon request by Tower Operator, to provide Tower Operator with any information that is required or reasonably requested by Tower Operator in connection with the filing of any such financing statement or document.

SECTION 4. *Tower Operator Rights and Obligations Under the Ground Leases.*

(a) **Compliance with Ground Leases.** Tower Operator hereby acknowledges that, as to the Included Property of each Site, this Agreement is subject and subordinate to all of the terms and conditions of the applicable Ground Lease of such Site. From and after the Effective Date, Tower Operator shall promptly pay or cause to be paid the Ground Rent under each Ground Lease for each Site during the Term of this Agreement when such payments become due and payable and, if Tower Operator fails to pay Ground Rent under any Ground Lease on a timely basis as required hereby, Tower Operator shall be responsible for any applicable late charges, fees or interest payable to the Ground Lessor. Should any Ground Lessor refuse the payment of Ground Rent for an applicable Site from any Person other than the applicable T-Mobile Lessor or its Affiliate, as applicable, then such T-Mobile Lessor or its Affiliate, as applicable, shall promptly pay such amount after Tower Operator pays or causes such amount to be paid to such T-Mobile Lessor or its Affiliates with instructions for such T-Mobile Lessor or its Affiliate, as applicable, to pay such amount to the applicable Ground Lessor. Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) as if Tower Operator were the "ground lessee" under the applicable Ground Lease and, to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. To the extent that any Ground Lease imposes or requires the performance of the "ground lessee" thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition or provision of this Agreement, the applicable term, covenant, condition or provision of such Ground Lease shall control and shall constitute the duties and obligations of Tower Operator under this Agreement as to the subject matter of such term, covenant, condition or provision. Tower Operator shall be responsible for any breaches of, or defaults under, any Ground Lease that are caused by Tower Operator's authorized agents and employees. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of any T-Mobile Lessor or any T-Mobile Group Member.

(b) **Tower Operator Rights Under Ground Leases.** Each T-Mobile Lessor hereby delegates to Tower Operator the sole and exclusive right to perform the obligations of, and assert and exercise the rights of, such T-Mobile Lessor and all T-Mobile Ground Lease Additional Parties under all Ground Leases. Tower Operator shall be entitled, subject to the provisions of Section 37, to review, negotiate and execute any Tower Operator Negotiated Renewal, waiver, amendment, extension, renewal, sequential lease, adjacent lease, non-disturbance agreement and other documentation relating to Ground Leases that (i) Tower Operator determines in good faith is on commercially reasonable terms, (ii) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it owned the property to which the Ground Lease relates and (iii) otherwise satisfies the following requirements of this Section 4 (each, an **“Authorized Ground Lease Document”**). Each T-Mobile Lessor hereby grants Tower Operator a limited power of attorney and hereby appoints Tower Operator as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Lessor all Authorized Ground Lease Documents, all Authorized Collocation Agreement Documents related to the Managed Sites and all other documents contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the transactions contemplated by this Agreement and the other Transaction Documents other than any Unauthorized Documents (as defined below). Each T-Mobile Lessor agrees to execute, from time to time, such other documents and certificates (including a separate power of attorney) as Tower Operator may reasonably request to evidence the power of attorney granted hereby and the appointment of Tower Operator as such T-Mobile Lessor’s attorney hereunder. T-Mobile Parent agrees to cause each T-Mobile Ground Lease Additional Party to grant and execute a limited power of attorney and to appoint Tower Operator as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Ground Lease Additional Party all Authorized Ground Lease Documents, all Authorized Collocation Agreement Documents related to the Managed Sites and all other documents contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the transactions contemplated by this Agreement and the other Transaction Documents other than any Unauthorized Documents. T-Mobile Parent and each T-Mobile Lessor agrees, and T-Mobile Parent agrees to cause each T-Mobile Ground Lease Additional Party to, execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Tower Operator, any Authorized Ground Lease Document, any Authorized Collocation Agreement Document and any other document contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the other Transaction Documents. **“Unauthorized Document”** means any document that (i) provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of any T-Mobile Lessor or any of its Affiliates; (ii) provides for the incurrence of indebtedness for borrowed money in the name of any T-Mobile Lessor or any of its Affiliates; (iii) is between or among Tower Operator or any of its Affiliates, on the one hand, and any T-Mobile Lessor or any of its Affiliates, on the other hand; (iv) waives, terminates, amends or exercises (or purports to waive, terminate, amend or exercise) any right expressly granted to and reserved for the benefit of any T-Mobile Lessor or any of its Affiliates under this Agreement and the Transaction Documents; or (v) settles or compromises any Dispute and the settlement or compromise thereof involves an admission of any violation of Law or admission of wrongdoing by any T-Mobile Lessor or any of its Affiliates.

(c) **Exercise of Existing Ground Lease Extensions.** During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under the MPL Site MLA as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of the MPL Site MLA as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under the MPL Site MLA or (C) if T-Mobile Collocator has given termination notice under the MPL Site MLA relating to such Site.

(d) **Negotiation of Additional Ground Lease Extensions.**

(i) Tower Operator shall be entitled to negotiate and obtain, in accordance with the provisions of Section 37, the further extension of the term of all Ground Leases subject to the provisions of Section 4(b) and this Section 4(d). Each T-Mobile Lessor, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining such further extensions; provided that such T-Mobile Lessor shall not be required to expend any funds in connection therewith.

(ii) Tower Operator shall provide T-Mobile Lessors with (A) a quarterly summary of all Tower Operator Negotiated Renewals entered into for such given quarter, (B) promptly upon execution thereof, a copy of any Tower Operator Negotiated Renewal or any other document executed by Tower Operator as attorney for any T-Mobile Lessor or any T-Mobile Additional Ground Lease Party pursuant to a power of attorney granted pursuant to or as contemplated by Section 4(a), which may be provided in electronic form (including by posting a copy of such document to an electronic data room to which T-Mobile Lessors have been granted access) and (C) such related material documents executed in connection with any Tower Operator Negotiated Renewal as may be reasonably requested by any T-Mobile Lessor (except privileged or confidential documents or where such disclosure is prohibited by Law).

(iii) Tower Operator shall provide the applicable T-Mobile Lessor with notice (a "**Tower Operator Extension or Relocation Notice**") 180 days prior to the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than any such Ground Lease that is scheduled to expire within 24 months following the Effective Date). The Tower Operator Extension or Relocation Notice shall set forth (A) Tower Operator's intent to negotiate an extension or renewal of such Ground Lease (in which case Tower Operator shall provide subsequent notification of the progress of such negotiations, including the successful completion of the negotiations) or (B) Tower Operator's intent to pursue an alternative site that is in all material respects suitable for T-Mobile Collocator's use at no additional cost to T-Mobile Collocator (in which case such notice shall also describe Tower Operator's plans to relocate T-Mobile Communications Equipment in a manner that shall result in no costs to T-Mobile Collocator and no interruption of T-Mobile Collocator's business).

(iv) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or T-Mobile Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable T-Mobile Lessor shall have the right, but not the obligation, to commence negotiations with the applicable Ground Lessor under the expiring Ground Lease (provided that such T-Mobile Lessor (and its Affiliates) may not commence such negotiations until the date that is 120 days prior to the expiration date of the applicable Ground Lease (or until the date that is 60 days prior to the expiration date of the applicable Ground Lease in the case of a Ground Lease the Ground Lessor in respect of which is a Governmental Authority)) and shall act in good faith to not undermine or adversely affect Tower Operator's economic interests in the applicable Site at any time (including by enlisting the direct or indirect support of a Lease Buyout Firm). Upon notice from the applicable T-Mobile Lessor that it intends to commence such negotiations, Tower Operator shall cease all efforts to negotiate an extension or renewal of the applicable Ground Lease and such T-Mobile Lessor may negotiate an extension or renewal of the applicable Ground Lease on terms and conditions that such T-Mobile Lessor determines in its reasonable discretion. If the applicable T-Mobile Lessor completes the foregoing negotiations for, and executes, such Ground Lease extension or renewal, then such T-Mobile Lessor shall provide notice to Tower Operator of same (the "**T-Mobile Lessor Extension Notice**") and this Agreement shall terminate as to the applicable Site as of the day immediately preceding the commencement of such Ground Lease extension or renewal and shall have no further force and effect except for the obligations accruing prior to or as of the termination date for such Site, unless Tower Operator elects to resume its obligations under Section 5(a) to comply with all terms, covenants, conditions and provisions of such Ground Lease as if Tower Operator were the "ground lessee" under such Ground Lease by notifying such T-Mobile Lessor of same within 30 days of its receipt of the T-Mobile Lessor Extension Notice. If Tower Operator elects to resume its obligations under Section 5(a), then (x) Tower Operator shall indemnify the applicable T-Mobile Lessor for all reasonable costs incurred in connection with the extension or renewal of such Ground Lease and shall be responsible for all incremental costs relating to such Ground Lease going forward, (y) Tower Operator shall accept and comply with the terms of such Ground Lease as negotiated by such T-Mobile Lessor and (z) this Agreement shall continue in full force and effect as if such extension or renewal was a Tower Operator Negotiated Renewal.

(v) The failure of Tower Operator to provide a Tower Operator Extension or Relocation Notice shall not constitute an event of default or allow any T-Mobile Lessor to exercise remedies under this Agreement if the expiring Ground Lease is nevertheless extended or renewed, or a new Ground Lease or similar arrangement is entered into, prior to the Ground Lease's expiration.

(vi) If Tower Operator does not extend or otherwise secure the tenure of a Ground Lease in accordance with this Section 4(d), then this Agreement shall expire as to the Site to which such Ground Lease applies (but not with respect to any other Site) as of the day before the expiration date of the applicable Ground Lease and this Agreement shall have no further force and effect as to such Site except for the obligations accruing prior to or as of the expiration date that are then unperformed.

SECTION 5. T-Mobile Lessor Rights and Obligations With Respect to the Ground Leases.

(a) As to any Site, no T-Mobile Lessor or any other T-Mobile Group Member shall be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and shall not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation.

(b) Upon receipt by any T-Mobile Lessor or any other T-Mobile Group Member of any notice of default or notice of an act or omission that could with the passing of time or the giving of notice constitute an event of default under a Ground Lease or non-compliance with a term of a Ground Lease (a "**Default Notice**"), such T-Mobile Lessor shall, within 10 Business Days after receipt of such Default Notice, provide Tower Operator with a copy of the Default Notice. If such default or non-compliance with a term of a Ground Lease is caused by any Person other than any T-Mobile Lessor, T-Mobile Collocator or any other T-Mobile Group Member or any of their agents or employees, Tower Operator shall cure or otherwise remedy such default or noncompliance at its sole cost and expense. If such default or non-compliance is caused by any T-Mobile Lessor, T-Mobile Collocator or any other T-Mobile Group Member or any of their agents or employees, T-Mobile Lessors or T-Mobile Collocator shall cause such default or non-compliance to be cured or otherwise remedied at its sole cost and expense.

SECTION 6. Collocation Agreements with Third Parties.

(a) **Collocation Agreements Generally.** Tower Operator acknowledges that, as to each Site, this Agreement is subject to all Collocation Agreements currently in effect with respect to such Site.

(b) **Collocation Agreements for Lease Sites.** In respect of each Lease Site, by execution of this Agreement as to the Initial Lease Sites and thereafter as of the Conversion Closing Date for each additional Lease Site, the applicable T-Mobile Lessor does transfer, assign and convey over unto Tower Operator, for the Term as to such Lease Site, all of its rights, title and interest in, to or under any Collocation Agreements affecting or relating to such Lease Site, and shall execute all documentation reasonably necessary to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if unduly burdensome, such T-Mobile Lessor and each T-Mobile Ground Lease Additional Party shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. In accordance with the provisions of Section 37, Tower Operator may enter into waivers, amendments, extensions, renewals and any other documentation relating to any Collocation Agreements, to the extent they apply to the Lease Sites, or enter into new site supplements or site subleases applicable to the Lease Sites (collectively, the "**Authorized Collocation Agreements Documents**"). Each T-Mobile Lessor hereby assigns and delegates to Tower Operator the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile Lessor under and enforce the terms of all Collocation Agreements with respect to Lease Sites subject to the provisions of Section 37.

(c) **Collocation Agreements for Managed Sites.** In respect of each Managed Site, the applicable T-Mobile Lessor and each T-Mobile Ground Lease Additional Party does hereby (on its behalf and on behalf of any Affiliate thereof that is a party thereto) delegate all of its respective rights, duties, obligations and responsibilities under the Collocation Agreements to Tower Operator for the Term as to such Site for periods occurring from and after the Effective Date, and shall execute all documentation reasonably requested by Tower Operator to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if unduly burdensome, such T-Mobile Lessor and each T-Mobile Ground Lease Additional Party shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. In accordance with the provisions of Section 37, Tower Operator may amend, modify, enforce or waive any terms of any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new site supplements or site subleases applicable to the Managed Sites. Each T-Mobile Lessor hereby assigns and delegates to Tower Operator the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile Lessor and all T-Mobile Ground Lease Additional Parties under all Collocation Agreements with respect to Managed Sites, subject to the provisions of Section 37.

(d) **Tower Operator Assumption of Obligations and Benefits Under Collocation Agreements.** Tower Operator does hereby assume and agree to pay and perform all of the duties, obligations, liabilities and responsibilities of T-Mobile Lessors and all T-Mobile Ground Lease Additional Parties under the Collocation Agreements affecting each Site arising from and after the Effective Date, except as otherwise expressly provided in this Agreement, and Tower Operator shall receive all revenue, rents, issues or profits payable under the Collocation Agreements accruing from and after the Effective Date and all revenue, rents, issues or profits received with respect to such agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date.

(e) **Expiration of Term.** Unless Tower Operator exercises the Purchase Option with respect to a Site under Section 20, the assignment by the applicable T-Mobile Lessor to Tower Operator of the Collocation Agreements in respect of each Site shall automatically terminate and expire and all Collocation Agreements shall automatically be (or be deemed) reassigned or assigned, as the case may be, to such T-Mobile Lessor or its designee, and such T-Mobile Lessor or its designee shall accept such reassignment or assignment, as the case may be, upon the expiration of the Term of, or earlier termination of, this Agreement in respect of such Site; provided, however, that T-Mobile Lessor may refuse to accept such reassignment or assignment of a Collocation Agreement if any Lien (other than any Lien (i) existing on the date of this Agreement (other than Liens created by Tower Operator), (ii) created by T-Mobile Lessor or any of its Affiliates or (iii) that does not diminish the value of such Collocation Agreement or the related Site) exists against such Collocation Agreement at the time of such reassignment or assignment and is not released or discharged upon the consummation of such reassignment or assignment .

(f) **New Collocation Agreements.** Subject to Section 37, Tower Operator shall be permitted to negotiate and enter into any new Collocation Agreements in its sole discretion, without the consent of any T-Mobile Lessor.

SECTION 7. *Tower Operator Permitted Use.*

(a) Tower Operator shall use, and shall permit the use of, the Included Property of each Site only for the Permitted Use.

(b) Each T-Mobile Lessor shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, in executing documentation related to any easement or right of way necessary for Site related utilities or otherwise required in connection with the operation by Tower Operator of any Site for the Permitted Use; provided, however, that such easement or right of way shall not materially and adversely affect T-Mobile Collocator's operation, use or enjoyment of the T-Mobile Collocation Space on the applicable Site.

SECTION 8. *Tower Operator Access.*

Except to the extent limited by any restrictions contained in any applicable Ground Lease, the Permitted Encumbrances, the MPL Site MLA, this Agreement or by Law, the interest or rights of Tower Operator in or to each Site under this Agreement includes, as an appurtenance thereto, a non-exclusive right for access to the Included Property of each Site on a 24-hour, seven day per week basis, on foot or motor vehicle, including trucks and other heavy equipment. The Parties acknowledge and agree that the right to access any portion of the Included Property of each Site granted pursuant to this Section 8 shall be granted to Tower Operator and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by Tower Operator, and to Tower Subtenants, subject to any restrictions contained in the applicable Ground Lease, the Permitted Encumbrances, the MPL Site MLA, this Agreement or by Law.

SECTION 9. Term and End of Term Obligations.

(a) **Term.** The term of this Agreement, as to each Lease Site, shall commence on the Effective Date with respect to the Initial Lease Sites and Conversion Closing Date with respect to all other Lease Sites and shall expire on the Site Expiration Date for such Site, subject to the termination rights under Section 29, Section 35 and Section 36, except as may be earlier terminated as provided herein. The term of this Agreement, as to each Managed Site, shall commence on the Effective Date and, except as may be earlier terminated as provided herein, shall expire on the Site Expiration Date for such Site; provided, however, that as of a Conversion Closing Date under the terms of the Master Agreement, such Managed Site shall become a Lease Site hereunder, and no further instrument shall be required to evidence such conversion; provided, however, that upon the request of any Party, the Parties shall promptly execute such instruments as may be reasonably required to further evidence such conversion. This Agreement shall remain in full force and effect until the expiration or earlier termination of the term of this Agreement as to all Sites, subject to the termination rights under Section 29, Section 35 and Section 36.

(b) **Surrender.** No surrender by Tower Operator to any T-Mobile Lessor of the Included Property of any Lease Site or any portion of such Site prior to the expiration or earlier termination of the Term as to such Lease Site shall be valid or effective unless agreed to and accepted in writing by the applicable T-Mobile Lessor, and no act by any T-Mobile Lessor, other than such a written acceptance, shall constitute an acceptance of any such surrender.

(c) **Restoration and Removal.**

(i) Upon the expiration or earlier termination of the Term as to any Site (other than as a result of the conversion of such Managed Site to a Lease Site hereunder) in the event of the expiration or termination of any Ground Lease, and if required by the applicable Ground Lease, Tower Operator, if requested by the applicable T-Mobile Lessor, shall, at its cost and expense and in accordance with instructions of such T-Mobile Lessor, within a reasonable period of time, but in no event less than the period of time as may be required under any applicable Ground Lease, (A) use commercially reasonable efforts to cause the Tower Subtenants on such Site to stop and cease the operation of their respective Communications Equipment on such Site (but only to the extent that any such Tower Subtenant, in Tower Operator's reasonable judgment, does not occupy such Site pursuant to a commercially reasonable Collocation Agreement) and such Collocation Agreement was entered into by Tower Operator after the Effective Date and (B) use commercially reasonable efforts to remove the Tower and any Improvements (whether or not constituting Severable Modifications) other than T-Mobile Improvements from such Site and to otherwise restore such Site to the condition required under the applicable Ground Lease.

(ii) The Tower and any Improvements so removed (to the extent not constituting Severable Modifications of Tower Operator) shall either be (A) delivered by Tower Operator to any Person designated by the applicable T-Mobile Lessor for disposition by such T-Mobile Lessor or its designee, who shall pay to Tower Operator its cost of removal thereof, up to the net sales proceeds such Person receives from the dispositions thereof, or (B) sold or otherwise disposed of by Tower Operator, and the net proceeds of such sale or other disposition after deducting Tower Operator's cost of removal thereof shall be paid to the applicable T-Mobile Lessor when and as received by Tower Operator.

(iii) Any Severable Modifications not removed by Tower Operator within such 30-day period shall, at the applicable T-Mobile Lessor's option, be deemed abandoned by Tower Operator and title to such Severable Modifications shall automatically, without further action, vest in such T-Mobile Lessor; provided, however, that Tower Operator shall remain liable for the costs of removal of such Severable Modifications.

(iv) Except as otherwise expressly provided in the Master Agreement or in any other Transaction Document, in the event of the expiration of the Term as to any Site prior to its applicable Site Expiration Outside Date, and without limiting any of Tower Operator's other rights or remedies hereunder or under the Master Agreement or any Collateral Agreement, Tower Operator shall have no right or claim to any refund or credit of any portion of the prepaid Rent or Pre-Lease Rent for such Site.

(d) **Additional End of Term Obligations.** Upon expiration or earlier termination of the Term as to any Lease Site or any Managed Site (other than as a result of the conversion of such Managed Site to a Lease Site hereunder), if Tower Operator has not exercised its Purchase Option with respect to such Lease Site or Managed Site (if such Site is a Purchase Site), Tower Operator shall (i) if requested by the applicable T-Mobile Lessor, deliver or cause to be delivered to such T-Mobile Lessor, at such T-Mobile Lessor's sole cost and expense, (A) copies of all written (and effective) Ground Leases, Collocation Agreements and material Governmental Approvals solely related to such Site or, to the extent not solely related, appropriate extracts thereof, that are in effect and in its possession and (B) copies of, or extracts from, all current files and records of Tower Operator solely related to the ownership, occupancy or leasing of such Site or, to the extent not so solely related, appropriate extracts thereof (including a current rent roll and a list of current expenditures and the payees thereof); provided that to the extent such documents are customarily maintained in electronic form accessible through commonly used business software, Tower Operator, in its sole discretion, may deliver such documents in electronic form, except privileged or confidential documents or where such disclosure is prohibited by Law, (ii) assign to such T-Mobile Lessor, at such T-Mobile Lessor's sole cost and expense, all Collocation Agreements, (iii) deliver notices of the expiration of the Term to any Ground Lessor, as applicable and as directed by such T-Mobile Lessor, (iv) execute, at such T-Mobile Lessor's sole cost and expense, any recordable documentation required by such T-Mobile Lessor in order to terminate any Memorandum of Site Lease Agreement with respect to such Sites, (v) use commercially reasonable efforts to provide to such T-Mobile Lessor transition services of the type such T-Mobile Lessor or its Affiliates are providing to Tower Operator in the Transition Services Agreement on commercially reasonable and then prevailing market terms and (vi) reasonably cooperate in good faith with such T-Mobile Lessor to effect the efficient and orderly transition of possession, operation, use or occupancy (as applicable) of such Sites and the related collocation business.

SECTION 10. Tower Operator Rent and Pre-Lease Rent; Treatment for US Federal Income Tax Purposes.

(a) **Rent Payments.** Tower Operator, or an Affiliate of Tower Operator on its behalf, shall prepay the T-Mobile Lessors (i) the Rent in respect of the Included Property of each Initial Lease Site for the entire Term as to such Lease Site in a single-up-front payment on the Effective Date, which payment is set forth on Exhibit C hereto and (ii) the Pre-Lease Rent in respect of the Included Property of each Managed Site for the entire Term as to such Managed Site in a single up-front payment on the Effective Date, which payment is set forth on Exhibit C hereto. Tower Operator agrees that the Rent and the Pre-Lease Rent are non-refundable and that Tower Operator shall have no right of abatement, reduction, setoff, counterclaim, rescission, recoupment, refund, defense or deduction with respect thereto, including in connection with any event of default by any T-Mobile Lessor, T-Mobile Collocator or their respective Affiliates or any casualty or condemnation except as otherwise expressly provided in this Agreement or the Master Agreement.

(b) **Fixed Rent for Tax Purposes.** Pre-Lease Rent and Rent are intended to constitute "fixed rent" (as such term is defined in Treasury Regulation §1.467-1(h)(3)).

(c) **Tax Allocation of Rent.** The Rent and Pre-Lease Rent shall be specifically allocated to each period for use of the Lease Sites and Managed Sites, as the case may be, as set forth in Exhibit D ("**Allocated Rent**"); provided, however, that if any Managed Site becomes a Lease Site as a result of a Conversion Closing, then the remaining portion of the Pre-Lease Rent allocable to the periods from and after the Conversion Closing Date shall thereafter be allocated to and constitute Rent for the applicable Site for the corresponding periods after such Conversion Closing Date; and provided, further, that such re-allocation of Pre-Lease Rent shall not be done in a manner that causes this Agreement to be a disqualified leaseback and long term agreement under Treasury Regulation §1.467-3. Notwithstanding that Rent and Pre-Lease Rent shall be payable in accordance with Section 10(a), and without limiting the Tower Operator's obligations under Section 10(a), for federal income Tax purposes only, the Allocated Rent allocated pursuant to this Section 10(c) shall represent and be the amount of Rent or Pre-Lease Rent, as applicable, for which Tower Operator becomes liable on account of the use of each applicable Site for each calendar year, in whole or in part, of the Term.

(d) **Code Section 467 Provisions.** It is the intention of the Parties that the allocation of Rent or Pre-Lease Rent to each Rent Payment Period as provided in Exhibit D constitutes a specific allocation of fixed rent within the meaning of Treasury Regulation § 1.467-1(c)(2)(ii)(A), with the effect that pursuant to Treasury Regulations §§ 1.467-1(d) and 1.467-2, the T-Mobile Lessors and Tower Operator, on any federal income Tax returns filed by each of them (or on any federal income Tax returns (and any state and local income Tax returns that follow the reporting on the relevant party's federal income Tax return) on which their income is included), will accrue the amounts of rental income and rental expense, respectively, set forth for each Rent Payment Period in Exhibit D under the caption "Proportional Rent" (the "**Proportional Rent**") and will include such amounts in income for each taxable year in accordance with Treasury Regulation § 1.467-1(d)(1). Because there will be a difference from time to time between (i) the cumulative amount of Rent (or Pre-Lease Rent paid by Tower Operator (as set forth in Section 10(a)) and (ii) the cumulative amount of Rent allocated pursuant to Section 10(c) solely for purposes of determining the T-Mobile Lessors' and Tower Operator's Tax consequences under Section 467 of the Code and for no other purpose, there shall be considered to exist a loan from Tower Operator to the applicable T-Mobile Lessor for purposes of Section 467 of the Code with respect to each Site, the amount of which is based on the difference between the cumulative amount of the Rent paid by Tower Operator and the cumulative amount of the Proportional Rent accrued by Tower Operator adjusted to account for an interest component, as provided in Treasury Regulation § 1.467-4(b)(1), which amount is set forth in Exhibit D under the caption "Section 467 Loan" (the "**Section 467 Loan**"). Such positive amount represents a loan to the applicable T-Mobile Lessor and such T-Mobile Lessor shall deduct interest expense and Tower Operator shall accrue interest income, in each case, in an amount equal to that set forth in Exhibit D under the caption "Section 467 Interest" for the applicable Rent Payment Period. All Section 467 Interest and principal in respect thereof, Proportional Rent and Allocated Rent are already included as part of Rent, are payable as a portion thereof, and have been taken into account in the calculation of the percentages set forth under the heading "Rent Percentage" on Exhibit D. In no event shall any principal or interest on any Section 467 Loan, or any Proportional Rent or Allocated Rent be separately payable as such (including upon any termination of this Agreement with respect to a Site), it being agreed and understood that these items represent characterizations for federal income Tax purposes only, including in any case of termination of this Agreement.

(e) **Termination, Tax Allocations and Section 467 Loans.** In connection with any termination of this Agreement with respect to any Site for any reason, Allocated Rent for such Site shall cease to accrue and the Section 467 Loan balance (including all accrued interest thereon) for such Site shall be deemed to be repaid for all purposes.

(f) **Net Lease.** This Agreement, insofar as it relates to the lease or the use and operation by Tower Operator of any Site or the Included Property on any Site, is a net lease by Tower Operator.

SECTION 11. *Condition of the Sites and Obligations of Tower Operator.*

(a) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower. Tower Operator shall maintain and conduct, annually and on a rolling basis, a regularly scheduled tower inspection program that meets or exceeds tower industry standards, and upon request of T-Mobile Collocator, Tower Operator shall provide T-Mobile Collocator with a quarterly summary of the results of such inspection (which summary may be provided in electronic form). Subject to the other provisions contained in this Agreement, Tower Operator, at its sole cost and expense, shall monitor (including tower marking/lighting systems and alarms, if required), maintain, reinforce and repair each Site such that T-Mobile Collocator and Tower Subtenants may utilize such Site to the extent permitted in this Agreement.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that the applicable T-Mobile Lessor requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from such T-Mobile Lessor.

SECTION 12. *Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.*

(a) Subject to the requirements of this Section 12, Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

(b) Whenever Tower Operator or any Tower Operator Indemnitee makes Modifications to any Site or installs, maintains, replaces or repairs any Tower Operator Equipment or Improvements, or permits Tower Subtenants (or any Tower Subtenant Related Party) to install, maintain, replace or repair any Tower Subtenant Communications Equipment or Tower Subtenant Improvement (collectively, the "**Tower Operator Work**"), the following provisions shall apply:

(i) No Tower Operator Work shall be commenced until all certificates, licenses, permits, authorizations, consents and approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work, have been obtained. Each T-Mobile Lessor shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, as is reasonably necessary for Tower Operator or a Tower Subtenant to obtain such certificates, licenses, permits, authorizations, consents and approvals.

(ii) No Tower Operator Work may be performed in violation of Section 12(a).

(iii) Tower Operator shall (or shall require Tower Subtenant to) commence and perform the Tower Operator Work in accordance with then-current tower industry standards.

(iv) Tower Operator shall require the Tower Operator Work to be done and completed in compliance in all material respects with all Laws.

(v) All Tower Operator Work shall be performed at Tower Operator's sole cost and expense and Tower Operator shall be responsible for payment of same. Tower Operator may pass through these costs and expenses in whole or in part to a Tower Subtenant. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work.

SECTION 13. Tower Operator's Obligations With Respect to Tower Subtenants.

(a) **Tower Subtenant Communications Equipment in Violation of Laws.** If Tower Operator obtains knowledge that any Tower Subtenant has installed or operates any Communications Equipment in violation of any applicable Law, Tower Operator shall enforce all remedies available to it under the applicable Collocation Agreement to cause such Tower Subtenant to come into compliance with all applicable Laws as promptly as practicable.

(b) **Rights of Tower Subtenants under Collocation Agreements.** Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and the rights of any Tower Subtenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Lessors.

SECTION 14. Limitations on Tower Operator Liens.

(a) Other than as expressly permitted by the Transaction Documents, Tower Operator agrees that, during the Term, it shall not directly or indirectly, without the written consent of the applicable T-Mobile Lessor, which such consent shall not be unreasonably conditioned, withheld or delayed, incur, grant or permit to exist any Liens against any Site or any part of any Site (other than Tower Operator Permitted Liens). If any such Lien created or permitted by Tower Operator (other than Tower Operator Permitted Liens) is filed against all or any part of any Site without such T-Mobile Lessor's prior written consent, Tower Operator shall be required to cause such Lien to be discharged by payment, satisfaction or posting of bond within 30 days after Tower Operator has obtained knowledge of such Lien except as expressly permitted in connection with a contest of such Lien in accordance with Section 14(b). If Tower Operator fails, after notice and opportunity to cure, to cause any Lien not being contested as provided in Section 14(b) (other than Tower Operator Permitted Liens) to be discharged within the permitted time and a Risk of Forfeiture exists, the applicable T-Mobile Lessor may cause it to be discharged and may pay the amount of such Lien in order to do so. If the applicable T-Mobile Lessor makes any such payment, all amounts paid by such T-Mobile Lessor shall be payable by Tower Operator to such T-Mobile Lessor within 10 days of demand. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, nothing herein shall in any way affect or impair (i) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements) or (ii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator.

(b) To the extent not prohibited under any applicable Ground Lease, Tower Operator may, at Tower Operator's sole cost and expense, in its own name and on its own behalf or in the name of and on behalf of the applicable T-Mobile Lessor, diligently and in good faith, contest any claim of Lien and, in the event of any such contest, may permit such claim of Lien so contested to remain unpaid, unsatisfied and undischarged during the period of such contest and any appeal from such contest; provided, however, that if any portion of any Site is subject to imminent danger of loss or forfeiture by virtue of or by reason of such claim of Lien (a "**Risk of Forfeiture**"), such claim of Lien shall be complied with as promptly as practicable, but in any event prior to any loss or forfeiture. Each T-Mobile Lessor, at the sole cost and expense of Tower Operator, shall use commercially reasonable efforts to cooperate fully with Tower Operator in any such contest.

(c) Any Secured Tower Operator Loan (including any Mortgage executed in connection therewith) shall be subject to each and every term, covenant, condition, agreement, requirement, restriction and provision set forth in this Agreement.

SECTION 15. Tower Operator Indemnity; T-Mobile Lessor Indemnity; Procedure For All Indemnity Claims.

(a) **Tower Operator Indemnity.**

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;

(B) Tower Operator's use, operation, maintenance or occupancy of any part of a Site in violation of the terms of this Agreement or any applicable Ground Lease;

(C) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; and

(D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates, agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement,

in each case, other than any such Claims that are the subject of, or are addressed by, paragraphs (ii) through (iv) of this Section 15(a); provided that Tower Operator shall not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on any T-Mobile Lessor by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) In the event that (A) Tower Operator shall have extended a Ground Lease with respect to a Site beyond the applicable Site Expiration Outside Date, (B) Tower Operator shall not have exercised the Purchase Option with respect to such Site and (C) T-Mobile Collocator shall have vacated such Site, Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of all costs and expenses that are incurred by the applicable T-Mobile Lessor from and after the fifth year anniversary of the Site Expiration Outside Date for such Site until the earliest scheduled expiration of such Ground Lease (without giving effect to any further amendments, extensions or modifications thereof).

(iii) In the event that (A) Tower Operator shall enter into a new Collocation Agreement that extends beyond the applicable Site Expiration Outside Date of the Site to which such Collocation Agreement relates, (B) Tower Operator shall not have exercised the Purchase Option with respect to the Site to which such Collocation Agreement relates and (C) such Collocation Agreement is not on commercially reasonable terms with respect to the period following the Site Expiration Outside Date, Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless for such Collocation Agreement (without giving effect to any amendment, extension or modification thereof by any Person other than Tower Operator or any of its Affiliates), but only with respect to the period following the applicable Site Expiration Outside Date (and only if such agreement cannot be terminated by the applicable T-Mobile Lessor without cost or penalty).

(iv) In the event that Tower Operator does not exercise the Purchase Option with respect to any Purchase Site, Tower Operator shall indemnify, defend and hold the applicable T-Mobile Lessor harmless for any losses incurred by such T-Mobile Lessor as a result of the use of such Site by Tower Operator in a manner outside of the uses contemplated by this Agreement that materially impairs or adversely affects such T-Mobile Lessor's right, title and interest in, to and under such Site or in a manner that makes possible a claim of adverse possession by the public or a claim of implied dedication to the public with respect to such Site (it being understood, for the avoidance of doubt, that Tower Operator shall not have any obligation to monitor or control the use of any Site by T-Mobile Collocator or its Affiliates and shall not be required to indemnify, defend or hold such T-Mobile Lessor harmless with respect to any losses or Claims arising from or relating to the use of any Site by T-Mobile Collocator or any of its Affiliates).

(v) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

(b) **T-Mobile Lessor Indemnity.**

(i) Without limiting any T-Mobile Lessor's other obligations under this Agreement, T-Mobile Lessors agree, jointly and severally, to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that any T-Mobile Lessor elects to perform under Section 28);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of the MPL Site MLA or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with any T-Mobile Lessor or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Lessors further agree, jointly and severally, to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that any T-Mobile Lessor shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 15(a) or Section 15(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 15. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 15(a) or Section 15(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 15(a) or Section 15(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Section 38(i) and Section 38(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Subtenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by any T-Mobile Lessor, in each case without such T-Mobile Lessor's consent which shall not be unreasonably withheld, conditioned or delayed.

(e) The provisions of this Section 15 do not apply to any Claim for Taxes.

SECTION 16. *Tower Operator's Waiver of Subrogation; Insurance.*

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and each T-Mobile Lessor each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and each T-Mobile Lessor shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Subtenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "all risk" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **Insurance Premiums; Additional Insureds, Loss Payees and Notice of Cancellation.** Tower Operator shall pay all premiums for the insurance coverage that Tower Operator is required to procure and maintain under this Agreement. Each insurance policy shall (i) name each T-Mobile Lessor as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance and (ii) provide that the policy cannot be canceled by the insurer as to any T-Mobile Lessor except after the insurer gives such T-Mobile Lessor 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), Tower Operator agrees to provide any T-Mobile Lessor with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. For each Site, Tower Operator shall deliver to each T-Mobile Lessor a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that Tower Operator is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(d) **Increased Policy Amounts.** All policy amounts set forth in this Section 16 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 16 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located.

(e) **Other Insurance.** Tower Operator shall not, on its own initiative or pursuant to the request or requirement of any Tower Subtenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by Tower Operator pursuant to this Section 16, unless each T-Mobile Lessor is named in the policy as an additional insured or a loss payee, if and to the extent applicable. Tower Operator shall immediately notify each T-Mobile Lessor whenever any such separate insurance is taken out by it and shall deliver to such T-Mobile Lessor original certificates evidencing such insurance.

SECTION 17. *Estoppel Certificate; T-Mobile Lessor Financial Reporting.*

(a) Each of Tower Operator and each T-Mobile Lessor, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which Rent, Pre-Lease Rent and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

(b) Tower Operator shall provide each T-Mobile Lessor, at such T-Mobile Lessor's cost and expense, with such financial information, financial reports and Tax returns regarding, and any material documents executed by Tower Operator in connection with, the business, operations and financing activities of Tower Operator and its Affiliates with respect to the Sites as reasonably requested and required by such T-Mobile Lessor for the purposes of such T-Mobile Lessor and its Affiliates preparing financial statements, complying with the requirements of GAAP and IFRS or addressing the accounting treatment and financial and Tax reporting in respect of the transactions contemplated by this Agreement and the Master Agreement, except privileged or confidential documents or where such disclosure is prohibited by Law.

SECTION 18. Assignment, Transfer and Subletting Rights.

(a) Tower Operator Assignment and Transfer Rights.

(i) Without the prior written consent of each T-Mobile Lessor, Tower Operator may not assign this Agreement or any of Tower Operator's rights, interests, duties or obligations under this Agreement to any Person; provided that T-Mobile Lessors' consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to any Collocation Agreements), (iii) the ability of any parent company of Tower Operator to sell, convey, transfer, assign, encumber, mortgage or otherwise hypothecate or dispose of any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Transaction Document) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Subtenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii) Tower Operator shall deliver to each T-Mobile Lessor documentation reasonably satisfactory to such T-Mobile Lessor confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii) If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 18 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(b) **T-Mobile Lessor and T-Mobile Collocator Assignment and Subletting Rights.**

(i) Subject to Section 20, none of T-Mobile Parent, any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party or any of their respective Affiliates shall sell, convey, transfer, assign, lease, sublease, license, encumber, mortgage or otherwise hypothecate or dispose of its interest in and to any Site or any portion of any Site, or grant concessions or licenses or other rights for the occupancy or use of all or any portion of any Site during the Term.

(ii) Nothing contained in this Agreement shall prohibit T-Mobile Collocator from transferring or otherwise disposing of its interests in the T-Mobile Collocation Space in accordance with the terms and conditions of the MPL Site MLA.

(iii) Neither T-Mobile Parent nor any T-Mobile Lessor may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement in whole or in part without the consent of Tower Operator. T-Mobile Parent and each T-Mobile Lessor hereby agrees that any attempt of T-Mobile Parent or such T-Mobile Lessor to assign its interest in this Agreement or any of its rights, obligations or duties under this Agreement, in whole or in part, in violation of this Section 18 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(iv) For the avoidance of doubt, nothing herein shall affect or impair the ability of any parent company of T-Mobile Lessor to sell, convey, transfer, assign or otherwise dispose of its limited liability company interest in T-Mobile Lessor to T-Mobile Parent or a direct or indirect wholly owned subsidiary of T-Mobile Parent.

SECTION 19. Tower Operator Environmental Covenants.

Tower Operator covenants and agrees that (i) Tower Operator shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Tower Operator shall have the right to bring, use, keep and allow any Tower Subtenant to bring and keep on any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the tower industry reasonably necessary for the operation and maintenance of each Site or that are being used at the relevant Site on the Effective Date; (ii) Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws; (iii) Tower Operator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) except as otherwise specified in Section 19 of the MPL Site MLA, Tower Operator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws after the Effective Date.

SECTION 20. Tower Operator Purchase Option.

(a) **Right to Purchase.** Tower Operator shall have the option (each such option, the "**Purchase Option**") to purchase each T-Mobile Lessor's and each T-Mobile Ground Lease Additional Party's (collectively, the "**Option Sellers**") right, title and interest in the 23 Year Lease Purchase Sites, the 24 Year Lease Purchase Sites, the 25 Year Lease Purchase Sites, the 26 Year Lease Purchase Sites, the 27 Year Lease Purchase Sites, the 28 Year Lease Purchase Sites, the 29 Year Lease Purchase Sites, the 30 Year Lease Purchase Sites, the 31 Year Lease Purchase Sites, the 32 Year Lease Purchase Sites, the 33 Year Lease Purchase Sites, the 34 Year Lease Purchase Sites, the 35 Year Lease Purchase Sites, the 36 Year Lease Purchase Sites and the 37 Year Lease Purchase Sites (collectively, the "**Purchase Sites**"), respectively, on the 23 Year Lease Purchase Option Closing Date, the 24 Year Lease Purchase Option Closing Date, the 25 Year Lease Purchase Option Closing Date, the 26 Year Lease Purchase Option Closing Date, the 27 Year Lease Purchase Option Closing Date, the 28 Year Lease Purchase Option Closing Date, the 29 Year Lease Purchase Option Closing Date, the 30 Year Lease Purchase Option Closing Date, the 31 Year Lease Purchase Option Closing Date, the 32 Year Lease Purchase Option Closing Date, the 33 Year Lease Purchase Option Closing Date, the 34 Year Lease Purchase Option Closing Date, the 35 Year Lease Purchase Option Closing Date, the 36 Year Lease Purchase Option Closing Date and the 37 Year Lease Purchase Option Closing Date, respectively (collectively, the "**Purchase Option Closing Dates**"). On each of the fifteen Purchase Option Closing Dates, Tower Operator may exercise its Purchase Option with respect to all (but not less than all) of the applicable Purchase Sites comprising the applicable Tranche of Sites as of the applicable Purchase Option Closing Date, for the Option Purchase Price attributable to such Purchase Sites (and on the other terms and subject to the conditions specified in this Agreement), by submitting to the Option Sellers, no earlier than two years and no later than 120 days prior to the applicable Purchase Option Closing Date, a written offer to purchase all such Purchase Sites in accordance with the terms hereof; provided, however, that the only condition to such exercise shall be that both on the applicable date of submission of such written offer and the Purchase Option Closing Date, this Agreement shall not have been terminated. The Option Sellers shall be obligated to sell, and T-Mobile Parent shall cause the Option Sellers to sell, and Tower Operator shall be obligated to buy, all such Purchase Sites hereunder at a single closing to be held on and effective as of the applicable Purchase Option Closing Date.

(b) **Payment of the Option Purchase Price.** Tower Operator shall pay to the Option Sellers the Option Purchase Price for the Purchase Sites in cash or immediately available funds on or prior to the applicable Purchase Option Closing Date. The "**Option Purchase Price**" means, with respect to each Tranche of Sites on the applicable Purchase Option Closing Date, the purchase price that is set forth opposite such Tranche of Sites on Exhibit E hereto multiplied by a fraction (i) the numerator of which is equal to the number of Purchase Sites comprising such Tranche of Sites on the applicable Purchase Option Closing Date and (ii) the denominator of which is equal to the number of Sites comprising such Tranche of Sites on the Effective Date. At the closing of such sale, each of the Option Sellers shall transfer or cause to be transferred its applicable Purchase Sites, at the Option Sellers' expense, to Tower Operator and the Term as to the Purchase Sites shall end. Risk of loss for the Purchase Sites purchased pursuant to this Section 20 shall pass from the Option Sellers to Tower Operator upon payment of the applicable purchase price by Tower Operator to the Option Sellers.

(c) **Transfer by Option Sellers.** Any transfer of Purchase Sites by the Option Sellers to Tower Operator pursuant to this Section 20 shall include the following (the "**Transferred Property**" of the Purchase Sites):

(i) (A) An assignment of the Option Sellers' interest in any Ground Lease and other related rights for such Purchase Site (which shall contain an assumption by Tower Operator of all of the obligations of such Option Sellers under such Ground Lease and an agreement by Tower Operator to indemnify such Option Sellers and each other T-Mobile Indemnitee from claims, losses or damages related to such obligations) and (B) a sale, conveyance, assignment, transfer and delivery of all such Option Sellers' right, title and interest in, to and under the applicable Tower, Improvements, Equipment, related Tower Related Assets and other related assets (other than T-Mobile Improvements or T-Mobile Communications Equipment) and all appurtenances thereto;

(ii) To the extent not included in clause (i) above, and to the extent legally transferable (and, if such rights cannot be transferred to Tower Operator, such rights shall be enforced by the Option Sellers at the direction of and for the benefit of the Tower Operator), a transfer of all rights of such Option Sellers under or pursuant to warranties, representations and guarantees made by suppliers or manufacturers in connection with such Purchase Site, but excluding any rights to receive amounts under such warranties, representations and guarantees representing reimbursements for items paid by such Option Sellers; and

(iii) To the extent legally transferable (and, if such rights, claims, credits and causes of action cannot be transferred to Tower Operator, such rights, claims, credits and causes of action shall be enforced by the Option Sellers at the direction of and for the benefit of the Tower Operator), a transfer of all known and unknown rights, claims, credits, causes of action or rights to commence any causes of action or rights of setoff of each such Option Seller against third parties relating to such Purchase Site arising on or after the date of transfer, including unliquidated rights under manufacturers' and vendors' warranties, but excluding all amounts representing reimbursements for items paid by such Option Sellers.

(d) **Evidence of Transfer.** Each of the Option Sellers and Tower Operator shall enter into, and T-Mobile Parent shall cause the Option Sellers to enter into, assignments, deeds (with warranties of title as to actions by such Option Seller and its Affiliates), bills of sale and such other documents and instruments as the other may reasonably request to evidence any transfer of such Purchase Sites.

(e) **Transfer Taxes.** Any Transfer Taxes incurred in connection with the transfer of Purchase Sites by the Option Sellers to Tower Operator pursuant to this Section 20 shall be governed by Section 22(e).

(f) **Permitted Encumbrances.** Any transfer of a Purchase Site by any Option Seller to Tower Operator pursuant to this Agreement shall be subject to all Permitted Encumbrances applicable to such Purchase Site and any Liens created or incurred after the Initial Closing Date (other than any Liens created or incurred by, or consented to by, any of the Option Sellers or their respective Affiliates or any of their respective Representatives).

(g) **Actions by Option Sellers.** The Option Sellers shall not, and T-Mobile Parent shall not permit the Option Sellers or any of their Affiliates to, take or fail to take any action which action or omission could reasonably be expected to (i) impair or adversely affect the Option Seller's right, title and interest in, to and under any Purchase Site (including the Transferred Property thereof), (ii) diminish the expected residual value of any Purchase Site (including the Purchased Property thereof) in any material respect or (iii) shorten the expected remaining economic life of any Purchase Site (including the Purchased Property thereof), in each case, unless such action or failure to act by the Option Sellers or any of their Affiliates is expressly authorized by the terms and conditions of this Agreement and the Transaction Documents (by way of example, the election by T-Mobile Collocator not to extend the term of the MPL Site MLA beyond its initial 10 year term, in and of itself, shall not be deemed to have violated this covenant, solely as a result of such election). The Option Sellers shall not, and T-Mobile Parent shall not permit the Option Sellers or any of their Affiliates to, sell, dispose of, transfer, lease, license or encumber any of their interests in any of the Purchase Sites (including the Included Property), other than Permitted Encumbrances. The Option Sellers shall take, and T-Mobile Parent shall cause the Option Sellers and their respective Affiliates to take, all actions necessary, appropriate or desirable, or reasonably requested from time to time by Tower Operator, to preserve and protect the Option Sellers' right, title and interest in, to and under the Purchase Sites (including the Purchased Property thereof).

(h) **Further Assurances.** T-Mobile Parent and the Option Sellers, at their cost and expense, shall use their reasonable best efforts to obtain any consent or waiver required to give effect to the sale of the Purchase Sites upon the exercise of the Purchase Option. In the event that any Option Seller is unable to obtain any consent or waiver required to give effect to the sale of any Purchase Site and such Purchase Site cannot be transferred without violating the terms of the applicable Ground Lease, the Option Sellers shall appoint, and T-Mobile Parent shall cause the Option Sellers to appoint, Tower Operator, in perpetuity, as the exclusive operator of the Included Property of such Purchase Site. In furtherance of the foregoing, the Option Sellers and Tower Operator shall enter into documentation (including applicable powers of attorney) that is reasonably acceptable to Tower Operator to provide for Tower Operator's management rights with respect to such Purchase Site, which documentation shall grant and confer to Tower Operator all rights and privileges (including all rights to receive the revenue derived from such Site and all rights and powers with respect to the operation, maintenance, leasing and licensing of such Site) granted or conferred to Tower Operator pursuant to this Agreement in respect of a Managed Site, but shall otherwise treat Tower Operator as if Tower Operator was the owner of such Purchase Site and shall not impose on Tower Operator any of the covenants or restrictions imposed upon it by this Agreement and the Transaction Documents.

(i) **Deliveries if Purchase Option Not Exercised.** If Tower Operator does not exercise its Purchase Option with respect to any Site, it shall deliver to T-Mobile, promptly after the applicable Site Expiration Date, all documents and information as reasonably requested by the applicable T-Mobile Lessor to allow such T-Mobile Lessor to operate and manage such Site.

SECTION 21. Tower Operator Lender Protections.

(a) **Tower Operator Lender Protections.** If T-Mobile Lessors are given written notice from Tower Operator specifying the name and address of the Tower Operator Lender, or its servicing agent and the applicable title of an officer or other responsible individual charged with processing notices of the type required under this Section 21, then the following provisions shall apply with respect to such Tower Operator Lender for so long as any Mortgage granted by Tower Operator to such Tower Operator Lender shall remain unsatisfied of record:

(i) The Tower Operator Lender shall not be bound by any modification or amendment of this Agreement in any respect so as to materially increase the liability of Tower Operator hereunder or materially increase the obligations or materially decrease the rights of Tower Operator without the prior written consent of the Tower Operator Lender, which consent shall not be unreasonably conditioned, withheld or delayed.

(ii) Further, this Agreement may not be surrendered or terminated other than in compliance with the provisions of this Section 21. Any such modification, amendment, surrender or termination not in accordance with the provisions of this Section 21 shall not be binding on any such Tower Operator Lender or any other Person who acquires title to its foreclosed interest.

(b) **Notice and Cure Rights.**

(i) T-Mobile Lessors, upon serving Tower Operator with any notice of default under the provisions of, or with respect to, this Agreement, shall also serve a copy of such notice upon the Tower Operator Lender (in the same manner as required for notices to Tower Operator) at the address specified herein, or at such other address that a Tower Operator Lender designates in writing to T-Mobile Lessors.

(ii) In the event of a default or breach by Tower Operator under this Agreement, the Tower Operator Lender shall have the right, but not the obligation, to remedy such event, or cause the same to be remedied, within 10 days after the expiration of all applicable grace or cure periods provided to Tower Operator in this Agreement, in the event of a monetary default or breach, or within 60 days after the expiration of all applicable grace or cure periods provided to Tower Operator in this Agreement in the event of any other breach or default, and T-Mobile Lessors shall accept such performance by or at the instance of the Tower Operator Lender as if the same had been made by Tower Operator; provided, however, that if any such non-monetary default or breach that is capable of cure requires Tower Operator Lender to acquire possession of the Tower Operator's interest in the Sites that are the subject of such breach or default, such period shall be extended for such reasonable period as may be required to obtain such possession and cure such default or breach; provided, however, that during such extended period, Tower Operator Lender must continue to cure other defaults and breaches in accordance with the provisions of this Section 21(b)(i).

(iii) In the event of the termination of this Agreement prior to the expiration of the Term of this Agreement as provided herein for any reason (other than Tower Operator's failure to cure under (ii) above), including pursuant to Section 365 of the federal Bankruptcy Code, as amended from time to time, including any successor legislation thereto, or otherwise, T-Mobile Lessors shall serve upon Tower Operator Lender written notice that this Agreement has been terminated, together with a statement of any and all sums due under this Agreement and of all breaches and events of default under this Agreement, if any, then known to T-Mobile Lessors. Tower Operator Lender thereupon shall have the option, which option must be exercised by Tower Operator Lender's delivering notice to T-Mobile Lessors within 10 Business Days after the Tower Operator Lender's receipt of such notice from T-Mobile Lessors, to cure any such Tower Operator breaches or Tower Operator events of default (and any Tower Operator breaches or Tower Operator events of default not susceptible of being cured by the Tower Operator Lender shall be deemed to have been waived) and the right (subject to such cure) to enter into a new lease (the "**New Lease**") (A) effective as of the date of termination of this Agreement, (B) for the remainder of what otherwise would have been the Term of this Agreement but for such termination, (C) at and upon all the agreements, terms, covenants, and conditions of this Agreement (provided that Tower Operator Lender shall not have any obligation to pay T-Mobile Lessors Rent or Pre-Lease Rent), and (D) including any applicable right to exercise the Purchase Option under Section 20. Upon the execution and delivery of a New Lease under this Section 21, all Collocation Agreements and other agreements which theretofore may have been assigned to the any T-Mobile Lessor (or reverted back to such T-Mobile Lessor as a matter of Law) thereupon shall be assigned and transferred, without recourse, representation or warranty, by such T-Mobile Lessor to the lessee named in such New Lease.

(iv) Any notice or other communication that a Tower Operator Lender desires or is required to give to or serve upon T-Mobile Lessors shall be made in the same manner as required for notices to T-Mobile Lessors in accordance with the provisions of this Agreement at the address set forth herein or such other address as T-Mobile Lessors may provide to Tower Operator Lender from time to time.

(c) **Participation in Certain Proceedings and Decisions.** Any Tower Operator Lender shall have the right, subject to Tower Operator's consent, to intervene and become a party, but only with respect to Tower Operator's involvement in any Arbitration, litigation, condemnation or other proceeding affecting this Agreement to the extent of its security interest herein. Tower Operator's right to make any election or decision under this Agreement that is required or permitted to be made by Tower Operator with respect to the negotiation or acceptance of any Award or insurance settlement shall be subject to the prior written approval of such Tower Operator Lender.

(d) **No Merger.** Without the written consent of each Tower Operator Lender, the leasehold interest created by this Agreement shall not merge with the fee interest in all or any portion of the Sites, notwithstanding that the fee interests and the leasehold interests are held at any time by the same Person.

(e) **Encumbrances on Personal Property and Subleases.** In addition to the rights granted in Section 18(a), each T-Mobile Lessor hereby consents to Tower Operator's grant, if any, to any Tower Operator Lender of a security interest in the personal property owned by Tower Operator and located at the Sites and a collateral assignment of subleases of the interest of Tower Operator in all or any portion of the Sites and the revenue, rents, issues and profits derived therefrom (including under or pursuant to any Collocation Agreements), if any, and a pledge of any equity interests in Tower Operator. Each T-Mobile Lessor agrees that any interest that such T-Mobile Lessor may have in such personal property (but not its interest in the Included Property or this Agreement), whether granted pursuant to this Agreement or by Law, shall be subordinate to the interest of any Tower Operator Lender.

(f) **Notice of Default Under any Secured Tower Operator Loan.** Tower Operator shall promptly deliver to T-Mobile Lessors a true and correct copy of any notice of default, notice of acceleration or other notice regarding a default by Tower Operator under any documents comprising a Secured Tower Operator Loan after the receipt of such notice by Tower Operator.

(g) **Casualty and Condemnation Proceeds.** Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of any Site or any portion thereof during such time that any Secured Tower Operator Loan remains unsatisfied, the Tower Operator Lender shall be entitled to receive all insurance Proceeds or condemnation awards (up to the amount of the indebtedness secured by the Tower Operator Loan) otherwise payable to Tower Operator and apply same to restoration of the Included Property in accordance with the provisions of this Agreement (to the extent required by the terms of this Agreement); provided, however, that if the Included Property is not required to be restored pursuant to the terms of this Agreement, such Proceeds may be applied to the Secured Tower Operator Loan. Upon the Tower Operator Lender's request, the name of such Tower Operator Lender may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tower Operator hereunder.

(h) **Other.** Notwithstanding any other provision of this Agreement to the contrary, (i) T-Mobile Lessors shall not be obligated to provide the benefits and protections afforded to Tower Operator Lenders in this Section 21 to more than three Tower Operator Lenders at any given time and (ii) in no event whatsoever shall there be any subordination of this Agreement or the rights and interests of T-Mobile Lessors under this Agreement or in and to the Included Property, or of the rights and interests of T-Mobile Collocator or its Affiliates under the MPL Site MLA or in and to the T-Mobile Collocation Space by virtue of any Mortgage granted by Tower Operator to any Tower Operator Lender and each Tower Operator Lender shall, upon request, confirm such fact in writing. If there is more than one Tower Operator Lender subject to the provisions of this Section 21, except as otherwise jointly directed in writing by such Tower Operator Lenders, T-Mobile Lessors shall recognize the Tower Operator Lender exercising rights afforded by this Section 21, whose Secured Tower Operator Loan is most senior in lien (unless a Tower Operator Lender junior in lien requires that the holder thereof have a superior entitlement to such rights, and the other Tower Operator Lender senior in lien shall agree in writing to such request, in which event such recognition shall be of the holder of that Secured Tower Operator Loan); provided, however, that such Tower Operator Lender shall have complied with the provisions of this Section 21; provided, further, that T-Mobile Lessors shall have no obligation to determine which Tower Operator Lender is indeed senior in lien and shall have no liability to any Tower Operator Lender for an erroneous determination if T-Mobile Lessors attempt to make such a determination so long as such determination is made in good faith based upon the evidence and information of lien priority provided to T-Mobile Lessors by the Tower Operator Lenders. Each Tower Operator Lender which has complied with the notice requirements of this Section 21 shall have the right to appear in any arbitration or other material proceedings arising under this Agreement and to participate in any and all hearings, trials and appeals in connection therewith, but only to the extent related to the rights or obligations of Tower Operator in the matter that is the subject of the arbitration or proceedings or to protect the security interest of Tower Operator in the Included Property.

(i) **Subordination of Mortgages.** All Mortgages that at any time during the Term of this Agreement may be placed upon a Site or any portion of a Site and all documents and instruments evidencing and securing any Secured Tower Operator Loan secured by such Mortgages shall be subject and subordinate to the terms and conditions hereof.

(j) **Estoppel Certificate.** From time to time upon request of a Tower Operator Lender (but not more than three times in any one year period (excluding the first year following the Effective Date)), T-Mobile Lessors shall execute and deliver to such Tower Operator Lender an estoppel certificate with respect to this Agreement in a form reasonably acceptable to T-Mobile Lessors and Tower Operator Lender stating, if true, that as of the date of such estoppel certificate: (1) this Agreement is in full force and effect and has not been assigned, modified or amended (or, if it has, then specifying the dates and terms of any such assignment or amendment) and (2) Tower Operator is not in default under this Agreement to the knowledge of T-Mobile Lessors or, if such is not the case, stating the nature of the default.

(k) **Notification of Termination.** Tower Operator shall notify T-Mobile Lessors in writing immediately upon the satisfaction repayment or termination of any Secured Tower Operator Loan.

SECTION 22. Taxes.

(a) Subject to Section 20(e), Section 22(b), Section 22(c), Section 22(d), Section 22(e) and Section 34(b), and except as provided below, Tower Operator shall be responsible for and shall pay, as additional rent hereunder, all Taxes upon or with respect to any action taken by, or the business activities of, Tower Operator, Tower Operator Affiliates, Tower Operator Lender and any Tower Subtenant in connection with the acquisition, purchase, sale, financing, leasing, subleasing, maintenance, Modification, repair, redelivery, alteration, insuring, control, use, operation, delivery, possession, repossession, location, storage, refinancing, refund, transfer of title, registration, re-registration, transfer of registration, return or other disposition of any of the Included Property or any portion of such Included Property, or interest in such Included Property. Tower Operator shall receive any refunds for Taxes paid by Tower Operator pursuant to this Agreement. Notwithstanding the foregoing, Tower Operator shall not be required to pay any Taxes payable with respect to a Site, if the applicable Ground Lease provides that the Ground Lessor is responsible for such Taxes without pass-through to the applicable ground lessee and the Ground Lessor actually pays any such Taxes. If the Ground Lessor does not pay any such Taxes and either Party becomes aware of it, the Parties shall, at Tower Operator's expense, cooperate and use commercially reasonable efforts to cause the Ground Lessor to pay such Taxes.

(b) In the taxable periods occurring during the Term as to any Site, any Taxes (determined without regard to the Term) for which Tower Operator is responsible under this Section 22 and that are calculated or assessed on the basis of a time period any portion of which is not included within the Term as to such Site (e.g., Property Taxes assessed annually) shall be prorated proportionately between the applicable T-Mobile Group Member and Tower Operator based on the number of days in each such period during the time period of assessment that is included within the Term as to such Site. Tower Operator shall pay to T-Mobile its proportionate share of such Taxes for any such partial year of the Term. Tower Operator's obligations for Taxes under this Section 22 shall be limited to that proportionate amount of such Taxes attributable to the period during which this Agreement is in effect with respect to such Site; provided, however, that any Taxes resulting from special assessments or appraisals of any Site occurring during the period during which this Agreement is in effect shall be the sole responsibility of Tower Operator. Any other Taxes that are not calculated or assessed on the basis of a time period, but for which Tower Operator is responsible under this Section 22 or Section 34(b), shall be prorated using a fair and equitable proration method that considers, among other things, the basis upon which such Taxes are assessed.

(c) Notwithstanding anything to the contrary herein (other than Section 34(g)), the Parties agree as follows with respect to Property Taxes payable during the Term of this Agreement: (i) T-Mobile Lessors or the applicable T-Mobile Group Member shall pay all Property Taxes on a timely basis to the appropriate Governmental Authority and Tower Operator shall have no responsibility for Property Taxes other than the payment of (A) the Tower Operator Property Tax Charge to the applicable T-Mobile Lessor, (B) any Landlord Reimbursement Taxes to the applicable payee and (C) any Property Taxes with respect to any personal property installed by Tower Operator on the Included Property; and (ii) for each calendar year, or portion thereof, that is included in the Term as to each Site, Tower Operator shall pay to the applicable T-Mobile Lessor the Tower Operator Property Tax Charge on or before July 1 of the respective calendar year; provided that if the Effective Date is after July 1, the payment for the first calendar year (or portion thereof) shall be made on the Effective Date; provided, however, that if the Term ends prior to July 1, the payment for the final year shall be made on the last day of the Term. Notwithstanding the foregoing, T-Mobile Lessors or the applicable T-Mobile Group Member shall not be required to pay any Property Taxes payable with respect to a Site, if the applicable Ground Lease provides that the Ground Lessor is responsible for such Property Taxes without pass-through to the applicable ground lessee and the Ground Lessor actually pays any such Taxes. If the Ground Lessor does not pay any such Property Taxes and either Party becomes aware of it, the Parties shall, at Tower Operator's expense, cooperate and use commercially reasonable efforts to cause the Ground Lessor to pay such Taxes. T-Mobile Lessors, Tower Operator and the applicable T-Mobile Group Member shall cooperate with each other, and make available to each other such information as shall reasonably be necessary, in connection with the preparation of tax returns for Property Taxes and any audit or judicial or administrative proceeding relating to the same. To the extent a T-Mobile Group Member, other than T-Mobile Lessors or T-Mobile Collocator, has an obligation under this Section 22, T-Mobile Collocator shall cause such T-Mobile Group Member to perform such obligation. "**Tower Operator Property Tax Charge**" shall mean an amount equal to \$1,730 per annum (prorated for partial years).

(d) Tower Operator shall be responsible for and shall pay, as additional rent, all Landlord Reimbursement Taxes for which the applicable Ground Lessor seeks reimbursement under the provisions of the Ground Lease after the Effective Date and during the Term with respect to each Site; provided, however, the Parties shall prorate such amounts relating to tax periods that include the Effective Date or the Site Expiration Date in a manner consistent with the provisions of Section 22(b) and the paying Party shall be entitled to reimbursement from the non-paying Party for the non-paying Party's portion of the Property Taxes and the Landlord Reimbursement Taxes paid. To the extent either Party is entitled to reimbursement from the other Party for the payment of prorated Landlord Reimbursement Taxes, such reimbursement shall be due within 60 days of the presentation of a statement reflecting amounts due and appropriate other documentation supporting the calculation and payment of such amounts to the applicable Ground Lessor.

(e) All sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar Taxes and fees ("**Transfer Taxes**") imposed as a result of the transactions contemplated by this Agreement shall be borne equally by T-Mobile Lessors, on the one hand, and Tower Operator, on the other hand. For the avoidance of doubt, Tower Operator shall have no responsibility for any Transfer Taxes with respect to a Site imposed with respect to (x) the transactions contemplated by the T-Mobile Internal Transfers Agreement that occur before the Applicable Closing with respect to such Site or (y) in the case of a Site that is transferred pursuant to Section 2.7(d) of the Master Agreement on a Technical Closing, any Transfer Taxes relating to such Site with respect to (or that occur before) the transactions contemplated by Section 2.7(d) of the Master Agreement and that arise on or before a transfer to a T-Mobile SPE (all items in this clause (y) as defined in the Master Agreement). To the extent permitted by applicable Law, Tower Operator shall prepare and duly and timely file all Tax returns in respect of such Transfer Taxes and all Tax returns where no Tax is due, but filing is required as a result of the transactions contemplated by this Agreement. Tower Operator shall promptly notify T-Mobile Lessors if Tower Operator is not permitted by applicable Law to file any such return. T-Mobile Lessors shall prepare and timely file all Tax returns in respect of Transfer Taxes that Tower Operator is not permitted to file under applicable Law. Prior to the filing of any Tax return in respect of Transfer Taxes, the filing Party shall provide such return and a calculation of the associated Transfer Taxes (if any) to the non-filing Party for the non-filing Party's review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. Where a Party remits Transfer Taxes to the applicable Taxing Authority, the other Party shall reimburse the portion of such Transfer Taxes for which such other Party is responsible to the first mentioned Party by the earlier of 30 days after the date such Taxes are remitted to the taxing authority or 30 days after the filing due date of the applicable Tax return. The Tax liability and payment provisions of this Section 22(e) shall survive until the expiration of the longest applicable period of limitations. To the extent that any Party fails to timely reimburse the other Party for any Transfer Taxes paid by such other Party, the Parties agree that such other Party shall be entitled to offset such unpaid reimbursements against any other amounts due to it. T-Mobile Lessors and Tower Operator agree to cooperate in good faith in order to take actions to minimize, within the fullest extent of the Law, the application or imposition of Taxes imposed on the transactions contemplated by this Agreement, which may include, for example, providing documentation to qualify for exemption from any applicable Tax or agreeing to cooperate in good faith to resolve an audit by a Taxing Authority involving the operation or application of this Agreement.

(f) **Bulk Sales.** Tower Operator and T-Mobile Lessors hereby waive compliance by Tower Operator and T-Mobile Lessors with the provisions of the "bulk sales," "bulk transfer" and similar Laws.

SECTION 23. Utilities.

The rights and obligations of T-Mobile Collocator with respect to the use and payment of utilities and similar services to any Site shall be as set forth in the MPL Site MLA. Except as otherwise provided in the MPL Site MLA, (i) Tower Operator shall be responsible for the provision and payment of utilities and similar services used at any Site and (ii) T-Mobile Lessors shall have no obligation to make arrangements for or to pay any charges for connection or use of utilities and similar services to any Site, including electricity, telephone, power, and other utilities.

SECTION 24. Compliance with Law; Governmental Permits.

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property of each Site (including the Tower on such Site). Without limiting the generality of the immediately preceding sentence, Tower Operator shall maintain and repair (i) any ASR signs or radio frequency emission caution, notice, or alert signs at each Site in good and legible order in compliance with applicable Law and (ii) any AM detuning equipment present at each Site and, if required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Each FCC-required ASR sign shall contain Tower Operator's contact information. Tower Operator shall conduct annual inspections of all Sites of T-Mobile Lessors; provided that until the requisite waiver from the FCC has been obtained by the applicable T-Mobile Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of such T-Mobile Lessor. Each T-Mobile Lessor shall, at its own cost and expense, comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site. Each T-Mobile Lessor agrees, promptly after the conversion of the Tower monitoring system at the Sites to Tower Operator's network operations center, to petition the FCC to waive its rights to quarterly inspection of all lighted Towers of such T-Mobile Lessor for which such waiver has not already been obtained.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Lessors or their respective Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Lessors by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Lessors any documentation that may be necessary for T-Mobile Lessors to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Lessors to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) Each T-Mobile Lessor shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site. Tower Operator shall consider in good faith any advice provided by such T-Mobile Lessor to Tower Operator regarding compliance with FCC and FAA regulations and shall confer with such T-Mobile Lessor, from time to time in the ordinary course of business, regarding Tower Operator's protocols and procedures relating to compliance with FCC and FAA regulations.

(e) Each T-Mobile Lessor shall be afforded access, at reasonable times and upon reasonable prior notice, to all of Tower Operator's records, books, correspondence, instructions, blueprints, permit files, memoranda and similar data relating to the compliance of the Towers with all applicable Laws, except privileged or confidential documents or where such disclosure is prohibited by Law. Any information described in this Section 24(e) shall be open for inspection upon reasonable notice by such T-Mobile Lessor, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office and shall be retained by Tower Operator for a period of three years after the expiration of this Agreement.

(f) If, as to any Site, any material certificate, permit, license, easement or approval relating to the operation of such Site is canceled, expires, lapses or is otherwise withdrawn or terminated (except as a result of the acts or omissions of any T-Mobile Lessor or its Affiliates, agents or employees) or Tower Operator has breached any of its obligations under this Section 24, and Tower Operator has not confirmed to the applicable T-Mobile Lessor, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such non-compliance, or, after commencing to remedy such non-compliance, Tower Operator is not diligently acting to complete the remedy thereof, then such T-Mobile Lessor shall have the right, in addition to its other remedies pursuant to this Agreement, at law, or in equity, to take appropriate action to remedy any such non-compliance and be reimbursed for its costs from Tower Operator as provided in Section 28. Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to obtain or restate (or otherwise provide information for T-Mobile Lessors to obtain or restate) any certificates, permits, licenses, easements or approvals that (i) relate exclusively to T-Mobile Communications Equipment itself or (ii) were canceled, expired, lapsed or were otherwise withdrawn or terminated due to a violation by any T-Mobile Lessor that predated the Effective Date. Each T-Mobile Lessor shall, at all times, keep, operate and maintain T-Mobile Communications Equipment at each Site in a safe condition, in good repair, in accordance with applicable Laws and with the general standard of care in the tower industry.

(g) The following provisions shall apply with respect to the marking/lighting systems serving the Sites (but only if such marking/lighting systems are required by applicable Law (including approvals granted by the FAA, FCC, and any local zoning board or in place as of the Effective Date) or existing written agreements):

(i) In addition to the requirements set out elsewhere in this Section 24 and Section 25, for each Site, Tower Operator agrees to monitor the lighting system serving such Site in accordance with the requirements of applicable Law and file all required Notice To Airmen ("**NOTAM**") and other required reports in connection therewith. In addition, Tower Operator agrees, as soon as practicable, to repair any failed lighting system and deteriorating markings in accordance with the requirements of applicable Law in all material respects. Tower Operator shall simultaneously provide T-Mobile Lessors with a copy of any NOTAM and a monthly report in electronic format describing all pertinent facts relating to the lighting system serving the Sites, including lighting outages, status of repairs, and location of outages.

(ii) In addition to and not in limitation of Section 29(b)(i), if Tower Operator defaults under this Section 24(g), and Tower Operator has not confirmed to the applicable T-Mobile Lessor, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such default, or, after commencing to remedy such default, Tower Operator is not diligently acting to complete the remedy thereof, such T-Mobile Lessor, in addition to its other remedies pursuant to this Agreement, at law, or in equity, may elect to take appropriate action to repair or replace any aspect of the marking/lighting system, in which case such T-Mobile Lessor shall provide Tower Operator with an invoice for related costs on a monthly basis, which amount shall be paid by Tower Operator to such T-Mobile Lessor, as applicable, within 20 Business Days of Tower Operator's receipt of such invoice.

SECTION 25. *Compliance with Specific FCC Regulations.*

(a) Tower Operator understands and acknowledges that Tower Subtenants are engaged in the business of operating Communications Equipment at each Site. The Communications Equipment is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment. Tower Operator acknowledges that such regulations prescribe the permissible exposure levels to emissions from the Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. To the extent Tower Operator is required to do so under applicable FCC regulations, Tower Operator shall use commercially reasonable efforts to install, or require the Tower Subtenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Site as Tower Operator deems necessary in order to comply with the applicable FCC regulations with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator further agrees to post, or to require the Tower Subtenants to post, prominent signage as may be required by applicable Law or by the order of any Governmental Authority at all points of entry to each Site regarding the potential RF emissions, with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator shall cooperate in good faith with T-Mobile Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site.

(b) From and after the Effective Date, each T-Mobile Lessor shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC regulations.

(c) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

(d) With respect to any Lease Site or Pre-Lease Site registered with the FCC pursuant to 47 C.F.R §17.7, T-Mobile Parent and T-Mobile Lessors shall ensure and cause the name of the owner of such Site on the FCC registry be changed to the appropriate T-Mobile Lessor.

SECTION 26. *Holding Over.*

If Tower Operator remains in possession of the Included Property of any Site after expiration or termination of the Term as to such Site, then Tower Operator shall be and become a tenant at sufferance, and there shall be no renewal or extension of the Term as to such Site by operation of Law. During any such holdover period with respect to a Site, Tower Operator shall pay monthly rent equal to 150% of all rent and other amounts payable by Tower Subtenants with respect to such Site on a monthly basis. In addition, T-Mobile Collocator shall not be required to pay any T-Mobile Ground Rent, T-Mobile Collocation Rent, T-Mobile Total Rent Amount or any other monthly charge to Tower Operator with respect to the use and occupancy of any Site during the period in which Tower Operator is a holdover tenant.

SECTION 27. *Rights of Entry and Inspection.*

With advance notice in accordance with and only to the extent required under Section 28, each T-Mobile Lessor and its representatives, agents and employees, at T-Mobile Lessor's sole cost and expense, shall be entitled to enter any Site at all reasonable times (but subject to giving Tower Operator at least one Business Day's prior notice) for the purposes of inspecting such Site, making any repairs or replacements, performing any maintenance, or performing any work on the Site, to the extent required or expressly permitted by this Agreement; provided that none of the T-Mobile Lessors or its representatives, agents and employees may make any repairs or replacements or perform any maintenance, inspection or other work on a Tower, Tower Operator Equipment or on any third party's property. Nothing in this Section 27 shall imply or impose any duty or obligation upon any T-Mobile Lessor to enter upon any Site at any time for any purpose, or to inspect any Site at any time, or to perform, or pay the cost of, any work that Tower Operator is required to perform under any provision of this Agreement, and no T-Mobile Lessor has any such duty or obligation.

SECTION 28. Right to Act for Tower Operator.

In addition to and not in limitation of any other remedy T-Mobile Lessors may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on any Site, then subject to the following sentence, the applicable T-Mobile Lessor may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such other action required of Tower Operator, in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, the applicable T-Mobile Lessor shall give Tower Operator at least 10 Business Days' prior written notice of such T-Mobile Lessor's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that the applicable T-Mobile Lessor may take include the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Taxes that Tower Operator is required to pay under this Agreement. Each T-Mobile Lessor may pay all incidental costs and expenses incurred in exercising its rights under this Section 28, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by any T-Mobile Lessor in accordance with this Section 28 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

SECTION 29. Defaults and Remedies.

(a) **T-Mobile Lessor Events of Default.** The following events constitute events of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party (as applicable):

(i) In respect of this Agreement, any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party fails to perform any of its obligations under any Ground Lease (other than any obligation assumed by Tower Operator) resulting in a default or breach of such Ground Lease and, after written notice from Tower Operator, fails to cure the breach or default within the applicable cure period or, if no cure period exists, within 30 days (provided, however, the foregoing shall not constitute an event of default if such T-Mobile Lessor is disputing in good faith the existence of such breach or default, and the Ground Lessor thereunder does not have a right to terminate the Ground Lease during such dispute);

(ii) Any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party violates or breaches any term of this Agreement in respect of any Site, and such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party (as applicable) fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete cure of such violation or breach within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 29(a)(ii), shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Lessor in writing that Tower Operator has to comply under such Collocation Agreement.

(iii) A Bankruptcy event occurs with respect to any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party; any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was instituted; or if any action or petition is otherwise brought against any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party, or is not dismissed within 90 days after the date upon which it was brought;

(iv) If the lease or pre-lease of any Site to Tower Operator is rejected under Section 365 of the federal Bankruptcy Code; or

(v) The occurrence of any event of default by T-Mobile Collocator under the MPL Site MLA or any Affiliate of T-Mobile Collocator under any Site Lease Agreement related to the MPL Site MLA (which shall be deemed a separate breach hereof and an event of default hereunder).

(b) **Tower Operator Remedies; T-Mobile Cure Rights.**

(i) In addition to the remedies, if any, that may be available to Tower Operator under the MPL Site MLA, upon the occurrence of events of default not cured during the applicable time period for curing the same (whether of the same or different types) (A) by any T-Mobile Lessor, any T-Mobile Ground Lease Additional Party or any Affiliate thereof under Section 29(a) or (B) by T-Mobile Collocator under Section 25(a) of the MPL Site MLA, which defaults hereunder and thereunder are in respect of more than 20% of the Sites, in the aggregate, during any consecutive 5 year period, which results in material harm to the business and operations of Tower Operator with respect to the Sites, and subject to arbitration under Section 29(f) or Section 25(f) of the MPL Site MLA, as applicable (it being understood if a right of arbitration is exercised with respect to whether an "event of default" has occurred under the MPL Site MLA as to any particular "event of default" declared thereunder, such right may not be exercised a second time hereunder as a result of the fact that such "event of default" is also an event of default under Section 29(a)(v) as to any dispute as to whether any event of default has occurred and is continuing), Tower Operator shall have the right to purchase each T-Mobile Lessor's and each T-Mobile Ground Lease Additional Party's right, title and interest in the Purchase Sites for an aggregate purchase price equal to the Default Option Purchase Price for the Purchase Sites by giving T-Mobile Lessors written notice of its exercise of such Purchase Option (which notice shall contain a reasonably specific description of each of such events of default), and such option shall be exercised pursuant to the provisions of Section 20, mutatis mutandis, except that such Purchase Option shall be immediately exercisable (and the exercise thereof shall not be subject to the timing or procedure restrictions set forth in Section 20(a)) and the aggregate Option Purchase Price shall be the Default Option Purchase Price.

(ii) Notwithstanding anything to the contrary contained herein, if any T-Mobile Lessor or a T-Mobile Ground Lease Additional Party is determined to be in default pursuant to Section 29(f), then such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to such T-Mobile Lessor or such T-Mobile Ground Lease Additional Party shall be deemed not to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) (A) Tower Operator fails to timely pay Ground Rent as provided in Section 4(a) or otherwise fails to perform any obligation assumed by Tower Operator hereunder under any Ground Lease as provided in Section 4(a), resulting in a default or breach of such Ground Lease and, after written notice from T-Mobile Lessors, fails to cure the breach or default within the applicable cure period or, if no cure period exists, within 30 days or (B) Tower Operator otherwise fails to make payment of any amount due under this Agreement and such failure continues for more than 10 days after written notice from T-Mobile Lessors (provided, however, the foregoing shall not constitute an event of default if Tower Operator is disputing in good faith the existence of such breach or default, or, if applicable, the Ground Lessor thereunder does not have a right to terminate the Ground Lease during such dispute);

(ii) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of receiving notice thereof from T-Mobile Lessors or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete cure of such violation or breach within a reasonable time;

(iii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought;

(iv) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code; or

(v) The occurrence of any event of default by Tower Operator under the MPL Site MLA (which shall be deemed a separate breach of and an event of default under this Agreement).

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii) any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on any T-Mobile Lessor by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease or (iii) Section 4(a), Section 11, Section 19, Section 24 or Section 25 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that if any T-Mobile Lessor gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 11(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) **T-Mobile Lessor Remedies.**

(i) Upon the occurrence of any event of default by Tower Operator under Section 29(c)(i) or Section 29(c)(ii) in respect of any Site, T-Mobile Lessors or any applicable T-Mobile Ground Lease Additional Party may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 29(c)(iii), Section 29(c)(iv) or Section 29(c)(v) (that relates to an event of default by any Tower Operator under Section 25(c)(ii) or Section 25(c)(iii) of the MPL Site MLA), T-Mobile Lessors may terminate this Agreement as to the lease or other use and occupancy of any Sites by Tower Operator by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of any T-Mobile Lessor or T-Mobile Collocator or the occurrence of any Force Majeure) not cured by Tower Operator as provided for in this Section 29(c) or in Section 25(c) of the MPL Site MLA relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Lessors and T-Mobile Collocator, as a collective whole, and subject to arbitration under Section 29(f) and Section 25(f) of the MPL Site MLA, as applicable (it being understood if a right of arbitration is exercised with respect to whether an "event of default" has occurred under the MPL Site MLA as to any particular "event of default" declared thereunder, such right may not be exercised a second time hereunder as a result of the fact that such "event of default" is also an event of default under Section 29(a)(v) as to any dispute as to whether any event of default has occurred and is continuing), T-Mobile Lessors may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Lessors in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 29(c), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Lessors or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Lessors may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 28.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or termination right. These arbitration proceedings shall include and be consolidated with any proceedings initiated after notices delivered at or about the same time under the applicable MPL Site MLA. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 29, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Party's rights with respect to the obligations that were to be performed on or before the date of such termination.

SECTION 30. *Quiet Enjoyment.*

Each T-Mobile Lessor covenants that Tower Operator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the Included Property of each Lease Site and shall have the right provided herein to operate each Managed Site during the Term thereof without hindrance or interruption from such T-Mobile Lessor, any Party comprising T-Mobile or any other T-Mobile Group Member.

SECTION 31. *No Merger.*

There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 31, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

SECTION 32. *Broker and Commission.*

(a) All negotiations in connection with this Agreement have been conducted by and between T-Mobile Lessors and Tower Operator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Each T-Mobile Lessor and Tower Operator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

SECTION 33. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.

(a) Subject to the applicable provisions of the Master Agreement, for each Lease Site, following the execution of this Agreement or after any Conversion Closing, each T-Mobile Lessor and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Lease Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

SECTION 34. Tax Indemnities.

(a) **Income Tax Indemnity.**

(i) **Tax Assumptions.** In entering into this Agreement and related documents, the T-Mobile Group has made the following assumptions regarding the characterization of the transactions contemplated under this Agreement for federal income Tax purposes (the "**Tax Assumptions**"):

(A) For federal income Tax purposes, this Agreement shall be treated as a "true lease" with respect to all of the Included Property, the members of the T-Mobile Group shall be treated, directly or indirectly through one or more entities that are classified as partnerships or disregarded entities for federal income Tax purposes, as the owners and sublessors of the Included Property, and Tower Operator shall be treated (or, if Tower Operator is a disregarded entity for federal income Tax purposes, the entity treated as the owner of Tower Operator for federal income Tax purposes) as the lessee of the Included Property;

(B) Following the execution of this Agreement, the T-Mobile Group shall be entitled to deduct, pursuant to Section 168(b) of the Code, depreciation deductions with respect to the T-Mobile Group's adjusted Tax basis in the Included Property using the same depreciation method(s) as in effect immediately before the execution of this Agreement ("**Federal Depreciation Deductions**");

(C) Prepaid Rent and Pre-Lease Rent with respect to each Site shall be paid under a single lease subject to Section 467 of the Code and shall be characterized in part as a loan under Section 467 of the Code and Treasury Regulations issued under such section and the T-Mobile Group shall be entitled to deduct interest attributable thereto with respect to each Site as set forth in Exhibit D; and

(D) The only amounts that any T-Mobile Group Member shall be required to include in gross income with respect to the transactions contemplated by this Agreement and related documents shall be (1) Rent and Pre-Lease Rent as it accrues as rent in accordance with the terms of this Agreement and the application of Section 467 of the Code and Treasury Regulations issued under such section and as set forth in Exhibit D with respect to each Site; (2) any indemnity (including any gross up) pursuant to this Agreement; (3) any amounts paid or otherwise recognized pursuant to a voluntary sale or other disposition by any T-Mobile Group Member (other than a sale or disposition attributable to a default by Tower Operator or the exercise of remedies by any T-Mobile Lessor or T-Mobile or its Affiliates under this Agreement) of any Included Property, it being understood for these purposes that a sale or disposition that may be deemed to have occurred on the Effective Date is not a sale; (4) proceeds upon Tower Operator's exercise of the Purchase Option pursuant to Section 20; (5) any costs and expenses of any T-Mobile Lessor or T-Mobile (and any interest thereon) paid or reimbursed by Tower Operator pursuant to this Agreement; (6) income attributable to the reversion of Modifications made by Tower Operator to any T-Mobile Lessor at the end of the Term; (7) amounts expressly identified as interest in the Agreement and payable to any T-Mobile Lessor or any T-Mobile Group Member; and (8) any other amount to the extent such item of income results in an equal and offsetting deduction in the same taxable year.

(ii) **Tower Operator's Representations and Covenants.** Tower Operator hereby represents and covenants to each T-Mobile Group Member as follows:

(A) Tower Operator, any Affiliate of Tower Operator, any assignee or sublessee of Tower Operator and any user (other than any T-Mobile Lessor or T-Mobile or its Affiliates) of any portion of the Included Property shall not claim depreciation deductions as the owner of any of the Included Property for federal income Tax purposes during the Term (and thereafter unless Tower Operator purchases such property pursuant to Section 20), with respect to such Included Property or portion of such Included Property, except with respect to Modifications financed by Tower Operator or such assignee, sublessee, or other user, nor shall they take any other action in connection with filing a Tax return, make any public statement or otherwise undertake any action which would be inconsistent with (i) the treatment of the T-Mobile Group Members as the direct or indirect owners and lessors of the Included Property for federal income Tax purposes, (ii) the Tax Assumptions or (iii) Section 10 and Exhibit D.

(B) None of the Included Property shall constitute “tax-exempt use property” as defined in Section 168(h) of the Code other than solely as a result of use by any T-Mobile Lessor, T-Mobile or its Affiliates and any other Person that is a Tower Subtenant as of the date of the Master Agreement;

(C) On the Effective Date, no Modifications to any of the Included Property shall be required in order to render any of the Included Property complete for its intended use by Tower Operator except for ancillary Severable Modifications that are customarily selected and furnished by lessees of property similar in nature to the Included Property;

(D) Tower Operator has no current plan or intention of making any Modification or repair with respect to any of the Included Property that would not be treated as severable improvements or permitted non-severable improvements within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156;

(E) Tower Operator has no current plan or intention of making any Modification or repair with respect to any of the Included Property the value of which as of the end of the Term with respect to such Included Property would compel Tower Operator to exercise any of the Purchase Options under Section 20; and

(F) Tower Operator is not legally obligated or economically compelled to exercise any of the Purchase Options provided in Section 20 and Tower Operator has not decided whether it shall exercise any of the Purchase Options provided in Section 20, and it has no plans to enter into or incur such obligation or to make such decision in the immediate future.

(iii) Indemnity for Tax Losses.

(A) If, as a result of:

(1) the inaccuracy of any representation of Tower Operator, or the breach of any covenant of Tower Operator, set forth in the Transaction Documents;

(2) the failure by Tower Operator to perform any act required of it under any of the Transaction Documents;

(3) any disposition of Included Property in connection with a default by Tower Operator or the exercise of remedies under this Agreement; or

(4) the bankruptcy, insolvency or other proceeding for the relief of debtors of Tower Operator or any Affiliate thereof.

any T-Mobile Group Member (each a "**Tax Indemnitee**") shall not claim on the relevant income Tax return based upon a written opinion from independent tax counsel reasonably acceptable to Tower Operator (setting forth in reasonable detail the facts and analysis upon which such opinion is based) that there is no reasonable basis (as defined in Treasury Regulation §1.6662-3(b)(3) as in effect from time to time) for claiming all or any portion of the Federal Income Tax Benefits, shall lose the right to claim all or any portion of the Federal Income Tax Benefits, shall suffer a loss of, disallowance of, or delay in obtaining all or any portion of the Federal Income Tax Benefits, or shall be required to recapture all or any portion of the Federal Income Tax Benefits, or any Tax Indemnitee shall suffer an Inclusion (any such event being referred to as a "**Tax Event**"), then, in any taxable year in which a Tax Indemnitee suffers a Tax Loss as a result of the Tax Event, Tower Operator shall pay to such Tax Indemnitee, at the time specified below, as an indemnity the amount of the Tax Loss for such taxable year. Subject to other adjustments required by this Section 34(a)(iii)(A), the "**Tax Loss**" for a taxable year shall equal the sum of (i) the excess of the actual additional federal and state income Taxes payable by the Tax Indemnitee (or its consolidated or affiliated group as applicable) for the taxable year, taking into account the Tax Event, over such Taxes that would have been payable in the absence of the Tax Event, (ii) any interest, penalties and additions to Tax actually payable by the Tax Indemnitee as a result of the Tax Event, and (iii) an additional gross-up amount so that the Tax Indemnitee is made whole on an after-Tax basis for its liabilities described in clause (i) and (ii), taking into account the income Taxes it actually pays on the payments it receives under this sentence, including those under this clause (iii). Tower Operator shall not be required to make any payment under this Section 34(a)(iii)(A) earlier than, (a) in the case of a Tax Loss that is not being contested pursuant to Section 34(d), the date such Tax Indemnitee (or the common parent of the consolidated group in which it is a member, as the case may be) files the applicable federal income Tax return, estimated or final as the case may be, which would first properly reflect the additional federal income Tax that would be due as a result of the Tax Loss, (b) in the case of a Tax Loss that is being contested pursuant to Section 34(d), 30 days after the date on which a Final Determination is made (or as otherwise provided in Section 34(d)) and (c) 20 days after the receipt by Tower Operator of a written demand from or on behalf of the Tax Indemnitee describing in reasonable detail the Tax Loss and the computation of the amount payable (a "**Tax Indemnity Notice**"). For the avoidance of doubt, a Tax Event may give rise to a Tax Loss in a future taxable year (e.g., if the Tax Indemnitee has a net operating loss in the year of the Tax Event and the loss could have been carried forward and used against unrelated income in the future year had it not been absorbed in the year of the Tax Event as a result of the Tax Event). If a Tax Indemnitee claims a Tax Loss in a particular taxable year on a Tax Indemnity Notice and Tower Operator indemnifies the Tax Indemnitee accordingly, and it is later determined that the Tax Indemnitee did not have a Tax Loss, or had a smaller Tax Loss, in such taxable year (e.g., as a result of an audit adjustment or a net operating loss carryback to such taxable year), the Tax Indemnitee shall reimburse Tower Operator so as to put the parties in the position they would have been in on the basis of the actual Tax Loss.

(B) **Verification of Calculations.** Tower Operator may timely request that any Tax Indemnity Notice be verified by a nationally recognized independent accounting firm or a lease advisory firm selected by Tower Operator and reasonably acceptable to such Tax Indemnitee. Such verification shall be at Tower Operator's expense unless such accounting firm determines that the amount payable by Tower Operator is more than five percent less than the amount shown on the Tax Indemnity Notice, in which event the Tax Indemnitee shall pay such costs. In order to enable such independent accountants to verify such amounts, the Tax Indemnitee shall provide to such independent accountants (for their confidential use and not to be disclosed to Tower Operator or any other person) all information reasonably necessary for such verification.

(iv) **Exceptions.** Notwithstanding any provision of this Section 34(a) to the contrary (other than with respect to the loss of Tax Savings for which a T-Mobile Group Member has reimbursed or credited Tower Operator under Section 34(c), in which case only the exceptions listed in clauses (C), (E) and (G) shall apply), Tower Operator shall not be required to make any payment to any Tax Indemnitee in respect of any Tax Loss to the extent that any such Tax Loss occurs as a result of one or more of the following:

(A) Other than as a result of an event or circumstance described in Section 34(a)(iii), the determination that this Agreement is not a "true lease" for federal income Tax purposes or that the members of the T-Mobile Group, directly or indirectly through one or more entities that are classified as partnerships or disregarded entities for federal income tax purposes, are not the owners or sublessors of the Included Property, or that Section 467 of the Code does not apply to this Agreement in accordance with its terms;

(B) The voluntary sale, assignment, transfer or other disposition or the involuntary sale, assignment, transfer or other disposition attributable to the bankruptcy, insolvency or the breach of any covenant or obligation of the Tax Indemnitee set forth in the Transaction Documents of or by any such Tax Indemnitee or any of its Affiliates, in either case, of any of the Included Property or portion of such Included Property by any such Tax Indemnitee or any of its Affiliates other than a sale, assignment, transfer or disposition (1) contemplated by the Transaction Documents or to or at the request of Tower Operator; (2) otherwise resulting from the exercise by any T-Mobile Group Member of its rights or performance of its obligations under the Transaction Documents; or (3) in connection with a default by Tower Operator or exercise of remedies under this Agreement;

(C) The gross negligence or willful misconduct of such Tax Indemnitee;

(D) Penalties, interest or additions to Tax to the extent based upon issues unrelated to the transactions contemplated by this Agreement and related documents;

(E) Tower Operator's exercise of the Purchase Option provided in Section 20 or Section 29(b)(i);

(F) The failure by the T-Mobile Group or any T-Mobile Group Member timely or properly to claim any Federal Income Tax Benefits or to exclude income on the appropriate Tax return other than in accordance with Section 34(a)(iii);

(G) Any failure of the Tax Indemnitee to have taken all the actions, if any, required of it by Section 34(d), to contest the Loss and such failure materially prejudices the ability to contest, and Tower Operator had a reasonable basis for such contest;

(H) Any change in the Code enacted, adopted or promulgated on or after the date of the Master Agreement; provided that this exclusion shall not apply to any substitution or replacement of any Included Property after a change in Law;

(I) The failure of the T-Mobile Group, or any single T-Mobile Group Member, to have sufficient income or Tax liability to benefit from the Federal Income Tax Benefits (it being understood that except as provided herein, this exclusion shall not affect the amount of any indemnity to which an Indemnitee would otherwise be entitled);

(J) The inclusion of income by a T-Mobile Group Member as a result of the reversion of Modifications made by Tower Operator to any T-Mobile Lessor at the end of the Term;

(K) Other than as a result of an event or circumstance described in Section 34(a)(iii), a determination that T-Mobile is not holding the Included Property in the ordinary course of a trade or business or that T-Mobile did not enter into the transactions contemplated by the Transaction Documents for profit;

(L) The existence of, or any consequence of, the prepayment of the Rent, or the application of Section 467 of the Code or the Treasury regulations promulgated thereunder; provided that the Tower Operator makes all payments when due and accrues all rental expense in accordance with the Proportional Rent as set forth in Exhibit D and provided, further, that this exclusion shall not apply to the entry into a New Lease under Section 21 following the default or breach by Tower Operator;

(M) Any Tax election or Tax Position by a T-Mobile Group Member that is inconsistent with the Tax Assumptions to the extent of a resulting increase in the Tower Operator's indemnity obligations hereunder;

(N) A Tax Loss with respect to any period occurring (1) before the Term with respect to a Site, (2) after (and not simultaneously with) the expiration or earlier termination of the Term with respect to a Site or (3) after (and not simultaneously with) the return to T-Mobile of the Included Property related to a Site, in each case other than interest, fines, penalties and additions to Tax resulting from a Tax Loss that would not be excluded under this clause (N); and

(O) The breach or inaccuracy of any representation, warranty or covenant by any T-Mobile Group Member in any of the Transaction Documents (except to the extent such breach or inaccuracy is attributed to a breach or inaccuracy of any representation, warranty or covenant of Tower Operator or an Affiliate under the Transaction Documents).

(b) **General Tax Indemnity.**

(i) Tower Operator agrees to pay and to indemnify, protect, defend, save, and keep harmless each T-Mobile Group Member on an after-Tax basis, from and against any and all Taxes for which Tower Operator is responsible under Section 22.

(ii) **Exclusions from General Tax Indemnity.** The provisions of Section 22 and Section 34(b)(i) shall not apply to, and Tower Operator shall have no responsibility under Section 22 and no liability under Section 34(b)(i), with respect to:

(A) Taxes on any T-Mobile Group Member imposed on any such member that are franchise Taxes, privilege Taxes, doing business Taxes or Taxes imposed on, based on or measured by, gross or net income, receipts, capital or net worth of any such member which are imposed by any state, local or other taxing authority within the United States or by any foreign or international taxing authority (in each case, other than Taxes that are or are in the nature of or in lieu of, sales, use, rental, property, stamp, document filing, license or ad valorem Taxes);

(B) Taxes imposed by any jurisdiction on any T-Mobile Group Member solely as a result of its activities in such jurisdiction unrelated to the transactions contemplated by this Agreement and related documents;

(C) Taxes on any T-Mobile Group Member that would not have been imposed but for the willful misconduct or gross negligence of any such member or an Affiliate of any T-Mobile Group Member or the inaccuracy or breach of any representation, warranty, or covenant of such Tax Indemnitee or any of its Affiliates under the Transaction Documents (except to the extent such inaccuracy or breach is attributed to an inaccuracy or breach of any representation, warranty or covenant of Tower Operator or an Affiliate under the Transaction Documents);

(D) Taxes that are attributable to any period or circumstance occurring before the Term with respect to a Site or after the expiration or earlier termination of such Term, except to the extent attributable to (1) a failure of Tower Operator or any of its transferees or sublessees or users of the Included Property (other than the T-Mobile Lessors or T-Mobile or its Affiliates) to fully discharge its obligations under this Agreement and related documents, (2) Taxes imposed on or with respect to any payments that are due after the expiration or earlier termination of the Term with respect to a Site and that are attributable to a period or circumstance occurring during such Term, or (3) the entry into a New Lease under Section 21 following the default or breach by Tower Operator;

(E) Any Tax that is being contested in accordance with the provisions of Section 34(d) during the pendency of such contest, but only for so long as such contest is continuing in accordance with Section 34(d) and payment is not otherwise required pursuant to Section 34(d);

(F) Taxes imposed on a Tax Indemnitee that would not have been imposed but for any act of such Tax Indemnitee (or any Affiliate thereof) that is expressly prohibited, or omission of an act that is expressly required, as the case may be, by any Transaction Document;

(G) Taxes that would not have been imposed but for any voluntary sale, assignment, transfer, pledge or other disposition or hypothecation or the involuntary sale, assignment, transfer or other disposition attributable to the Bankruptcy, insolvency or the breach of any covenant or obligation of the Tax Indemnitee set forth in the Transaction Documents of or by any such Tax Indemnitee, in either case, of any of the Included Property or portion of such Included Property by any such Tax Indemnitee other than a sale, assignment, transfer, or disposition (1) contemplated by the Transaction Documents or to or at the request of Tower Operator, (2) otherwise resulting from the exercise by any T-Mobile Group Member of its rights or performance of its obligations under the Transaction Documents or (3) in connection with a default by Tower Operator or exercise of remedies under this Agreement;

(H) Taxes imposed on a Tax Indemnitee that would not have been imposed but for such Tax Indemnitee's (or Affiliate's) breach of its contest obligations under Section 34(d) (but only to the extent such breach materially prejudices the Tower Operator's ability to contest such Taxes or results in an increase in the amount of Tower Operator's indemnification obligation hereunder);

(I) Taxes imposed on a Tax Indemnitee in the nature of interest, penalties, fines and additions to Tax to the extent based upon issues unrelated to the transactions contemplated by the Transaction Documents;

(J) Taxes imposed on any T-Mobile Group Member that are United States federal, state or local net income Taxes of any such member;

(K) Taxes imposed in connection with or as a result of the leasing or use of the T-Mobile Collocation Space by T-Mobile or its Affiliates or the payment or accrual of the T-Mobile Collocation Rent; or

(L) Taxes to the extent that they are not the responsibility of Tower Operator as described in Section 20(e) or Section 22 without regard to this subsection.

The provisions of this Section 34(b)(ii) shall not apply to any Taxes imposed in respect of the receipt or accrual of any indemnity payment made by Tower Operator on an after-Tax basis and, for purposes of the last sentence of Section 34(c), shall apply only with respect to the exclusions in clauses (C), (E) and (H).

(iii) **Reports.** If any report, return, certification or statement is required to be filed with respect to any Tax that is the responsibility of Tower Operator under Section 22 or is subject to indemnification under this Section 34(b), Tower Operator shall timely prepare and file the same to the fullest extent permitted by applicable Law (except for (A) any report, return or statement relating to any net income Taxes or, (B) any report, return or statement relating to any other Taxes not subject to indemnity under Section 34(b)(ii) or any Taxes in lieu of or enacted in substitution for any of the foregoing, except that, in such cases, Tower Operator shall timely provide appropriate information necessary to file such report, return or statement, (C) any report, return or statement relating to Property Taxes or (D) any other report, return, certification or statement that any T-Mobile Group Member has notified Tower Operator that such member intends to prepare and file); provided, however, that any T-Mobile Group Member shall have furnished Tower Operator, at Tower Operator's expense, with such information reasonably necessary to prepare and file such returns as is within such member's control. Tower Operator shall either file such report, return, certification or statement and send a copy of such report, return, certification or statement to the member, or, where not so permitted to file, shall notify the member of such requirement within a reasonable period of time prior to the due date for filing (without regard to any applicable extensions) and prepare and deliver such report, return, certification or statement to the member. In addition, within a reasonable time prior to the time such report, return, certification or statement is to be filed, Tower Operator shall, to the fullest extent permitted by applicable Law, cause all billings of such Taxes to be made to each T-Mobile Group Member in care of Tower Operator, make such payment and furnish written evidence of such payment. Each Party shall furnish promptly upon written request such data, records and documents as the other Party may reasonably require of such Party to enable the other Party to comply with requirements of any taxing authority arising out of such other Party's participation in the transactions contemplated by this Agreement and related documents.

(iv) **Payments.** Any Tax for which Tower Operator is responsible under Section 22 or any Tax indemnified under this Section 34(b) shall be paid by Tower Operator directly when due to the applicable taxing authority if direct payment is permitted, or shall be reimbursed to the appropriate T-Mobile Group Member on demand if paid by such member in accordance herewith. Property Taxes shall be paid in accordance with Section 22(c). Except as explicitly provided in Section 22 or as otherwise provided in this Section 34(b), all amounts payable to a T-Mobile Group Member under Section 22 or this Section 34 shall be paid promptly in immediately available funds, but in no event later than the later of (i) 10 Business Days after the date of such demand or (ii) 2 Business Days before the date the Tax to which such amount payable relates is due or is to be paid, provided that such amount shall only be payable after the applicable T-Mobile Group Member provides Tower Operator with a written statement describing in reasonable detail the Tax and the computation of the amount payable. Such written statement shall, at Tower Operator's request, as long as payment is not delayed, be verified by a nationally recognized independent accounting firm selected by Tower Operator. Such verification shall be at Tower Operator's expense unless the accounting firm determines that the amount payable by Tower Operator is more than five percent less than the amount shown on such written statement, in which event, the applicable T-Mobile Group Member shall pay such costs. In the case of a Tax subject to indemnification under this Section 34(b) which is properly subject to a contest in accordance with Section 34(d), Tower Operator (i) shall be obligated to make any advances with respect to such Tax whenever required under Section 34(d), and (ii) shall pay such Tax (in the amount finally determined to be owing in such contest) on an after-Tax basis prior to the latest time permitted by the relevant taxing authority for timely payment after a final determination.

(c) **Tax Savings.** If, by reason of any payment made, or any Tax Event or other event giving rise to such payment, to or for the account of any Tax Indemnitee by Tower Operator pursuant to Section 34(a) or Section 34(b) of this Agreement or Section 2.11(a) of the Master Agreement (a "**Triggering Event**"), such Tax Indemnitee realizes a Tax Savings in any taxable year which was not taken into account previously in computing such payment by Tower Operator to or for the account of the Tax Indemnitee, then the Tax Indemnitee shall promptly pay to Tower Operator an amount equal to such Tax Savings. The "**Tax Savings**" in a taxable year shall be (i) the actual federal and state income Taxes that would have been payable by the Tax Indemnitee (or its consolidated or affiliated group as applicable) for the taxable year in the absence of the Triggering Event, over such Taxes that are actually payable for such taxable year taking such Triggering Event into account, (ii) any interest actually received by the Tax Indemnitee as a result of a refund of tax relating to a Triggering Event, and (iii) an additional gross-up amount to reflect the amount of any additional reduction in Taxes of the Tax Indemnitee attributable to payments made by the Tax Indemnitee pursuant to this sentence, including this clause (iii). However, the Tax Indemnitee shall not be obligated to make such payment to the extent that the amount of such payment would exceed the excess of (x) all prior related indemnity payments (excluding costs and expenses incurred with respect to contests) made by Tower Operator over (y) the amount of all prior related indemnity payments by the Tax Indemnitee to Tower Operator; provided, that any such excess Tax Savings realized (or deemed realized) by such Tax Indemnitee which are not paid to Tower Operator as a result of this sentence shall be carried forward and reduce Tower Operator's obligations to make subsequent related indemnity payments to such Tax Indemnitee pursuant to this Section 34. For the avoidance of doubt, a Triggering Event may give rise to a Tax Savings in a past or future taxable year (e.g., if the Triggering Event caused or increased a net operating loss in the year of the Triggering Event and such loss is carried back or forwards and results in a reduction in Tax liability in a different taxable year). If a Tax Indemnitee pays or credits Tower Operator in respect of a Tax Savings in a particular taxable year, and it is later determined that the Tax Indemnitee did not have a Tax Savings, or had a smaller Tax Savings, in such taxable year (e.g., as a result of an audit adjustment or a net operating loss carryback to such taxable year), such lost or otherwise unavailable Tax Savings shall be treated as a Tax for which Tower Operator must indemnify the Tax Indemnitee pursuant to Section 34(a) or Section 34(b), as the case may be.

(d) **Contest Rights.** In the event that any Tax Indemnitee receives any written notice of any potential claim or proposed adjustment against such Tax Indemnitee that would result in a Tax Loss or a Tax against which Tower Operator may be required to indemnify pursuant to Section 34(a) or Section 34(b), (a "**Tax Claim**"), such Tax Indemnitee shall promptly notify Tower Operator of the claim and provide Tower Operator with information relevant to such claim; provided that the failure by the Tax Indemnitee to provide any such information shall not be treated as a failure to comply with this Section 34(d), except to the extent that the failure prejudices the conduct of such contest. With respect to Taxes indemnified under Section 34(b), Tower Operator shall control the contest at Tower Operator's expense. With respect to Taxes indemnified under Section 34(a), the Tax Indemnitee shall control the contest at Tower Operator's expense but shall consult with Tower Operator in good faith, but Tower Operator may require the Tax Indemnitee to contest such Tax Claim unless the Tax Indemnitee has waived its right to indemnification for the Tax payment that is being contested. The Tax Indemnitee is not obligated to contest any Tax Claim that requires payment of the Tax as a condition to pursuing the contest unless Tower Operator has loaned, on an interest-free basis, sufficient funds to the Tax Indemnitee to pay the Tax and any interest or penalties due on the date of payment, and has fully indemnified the Tax Indemnitee for any adverse Tax consequences resulting from such advance. The Tax Indemnitee shall not make, accept or enter into a settlement or other compromise with respect to any Taxes that the Tower Operator has the right to contest under this Agreement without the prior written consent of Tower Operator unless the Tax Indemnitee has waived its right to indemnification for the Tax payment that is being contested. The Tax Indemnitee shall not be required to appeal any adverse decision of the United States Tax Court, a Federal District Court or any comparable trial court unless (i) Tower Operator shall have furnished to the Tax Indemnitee an opinion of a nationally recognized, independent tax counsel chosen by Tower Operator and reasonably acceptable to the Tax Indemnitee, to the effect that there is substantial authority for the position to be asserted in appealing the matter in question, (ii) Tower Operator is paying the reasonable costs of such appeal and (iii) the Tax Indemnitee is otherwise required by this Section 34(d), to contest the Taxes at issue hereunder. T-Mobile Collocator shall cause its Affiliates to comply with their obligations under this Section 34(d).

(e) **Tax Records.** T-Mobile Lessors, T-Mobile and Tower Operator agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Sites (including access to books and records) as is reasonably necessary for Tax purposes. T-Mobile Lessors, T-Mobile and Tower Operator shall retain all books and records with respect to Taxes indemnifiable under Section 34(a), or Section 34(b), or payable under Section 22 pertaining to the Sites for a period of at least seven years following the close of the taxable year to which the information relates, or 60 days after the expiration of any applicable statute of limitations, whichever is later. At the end of such period, each Party shall provide the other with at least 60 days' prior written notice before destroying any such books and records, during which period the Party receiving such notice can elect to take possession, at its own expense, of any books and records reasonably required by such Party for Tax purposes. T-Mobile Lessors, T-Mobile and Tower Operator shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Sites.

(f) **Netting of Losses; Tax Treatment.** All payments made pursuant to this Section 34 shall, to the fullest extent permitted by applicable Law, be treated for all Tax purposes (to the extent such treatment is consistent with the rent allocations made for purposes of Section 467 of the Code pursuant to Section 10 of this Agreement) as adjustments to the Rent and Pre-Lease Rent. The amount of any claim under this Section 34 shall take into account any amounts actually recovered by the indemnitee pursuant to any indemnification by, or indemnification agreement with, any Ground Lessor.

(g) **Post Purchase Option.** In the event that Tower Operator acquires any T-Mobile Lessor's or any T-Mobile Ground Lease Additional Party's interest in any Site after the exercise of any Purchase Option under Section 20 or Section 29(b) of this Agreement, Tower Operator shall be liable for all Taxes (including all Landlord Reimbursement Taxes) with respect to such Site with respect to all periods after the exercise of the Purchase Option with respect to such Site (the "**Post-Exercise Period**"). In the event that Tower Operator has been appointed, in perpetuity, as the exclusive operator of the Included Property of such Site in accordance with Section 20(h), Tower Operator agrees to pay and to indemnify, protect, defend, save and keep harmless each T-Mobile Group Member from and against any and all Taxes payable with respect to such Site with respect to the Post-Exercise Period; provided, however, that (i) the contest provisions set forth in Section 34(d) shall apply to indemnified Taxes with respect to such Site and (ii) Tower Operator shall not be required to indemnify for any gross-up for Taxes payable by any T-Mobile Group Member on any payments received under this paragraph. If a Tax for which Tower Operator is responsible under this Section 34(g) (for which Tower Operator was not responsible prior to the Post-Exercise Period) is not calculated or assessed on the basis of a time period, such Tax shall be prorated using a fair and equitable proration method that considers, among other things, the basis upon which such Taxes are assessed. Nothing in this Section 34(g) shall affect any liability for Taxes with respect to any Site prior to the exercise of a Purchase Option with respect to such Site or any liability for Taxes that any T-Mobile Group Member has under the MPL Site MLA.

(h) **Survival.** The agreements and indemnities contained in this Section 34 shall survive the termination of this Agreement with respect to any Site.

SECTION 35. *Damage to the Site, Tower or the Improvements.*

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify the applicable T-Mobile Lessor in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If Tower Operator fails to give Casualty Notice to the applicable T-Mobile Lessor within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party disagrees with any determination of Tower Operator in the Casualty Notice that the Site is a Non-Restorable Site, such Party may institute arbitration proceedings to determine any such matter in the manner described in Section 29(f). If such Site is a Non-Restorable Site, then either Tower Operator or the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party, as applicable, shall have the right to terminate this Agreement as to such Site by written notice to the other Party (given within the time period required below), whereupon the Term as to such Site shall automatically expire as of the date of such notice of termination. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.

(b) If there occurs, as to any Site, a casualty that damages or destroys (i) all or a Substantial Portion of such Site and the Site is a Restorable Site, or (ii) less than a Substantial Portion of any Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 35.

(c) If Tower Operator is required to restore any Site in accordance with Section 35(b), all Proceeds of Tower Operator's insurance Claims with respect to the related casualty shall be held by Tower Operator or the Tower Operator Lender and applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses. Any portion of the Proceeds of Tower Operator's insurance applicable to a particular Site remaining after final payment has been made for work performed on such Site may be retained by and shall be the property of Tower Operator. If the cost of Restoration exceeds the Proceeds of Tower Operator's insurance, Tower Operator shall pay the excess cost.

(d) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, the T-Mobile Collocator's rights and obligations in respect of a Site subject to a casualty are as set forth in the MPL Site MLA.

(e) The Parties acknowledge and agree that this Section 35 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 35.

SECTION 36. *Condemnation.*

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then Tower Operator shall have the right to terminate this Agreement as to such Site by providing written notice to T-Mobile Lessors and T-Mobile Collocator within 30 days of the occurrence of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if a Lease Site, or unable to operate such Site, if a Managed Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement, compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable), such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

SECTION 37. *Operating Principles.*

During the Term of a Site, Tower Operator shall manage, operate and maintain such Site (including with respect to the entry into, modification, amendment, extension, expiration, termination, structuring and administration of Ground Leases and Collocation Agreements related thereto), (i) in the ordinary course of business, (ii) in compliance with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which Tower Operator manages, operates and maintains its portfolio of telecommunications tower sites and (iv) in a manner that shall not be less than the general standard of care in the tower industry. Without limiting the generality of the foregoing, during the Term of a Site, except as expressly permitted by the terms of this Agreement, Tower Operator shall not without the prior written consent of T-Mobile Lessors (A) manage, operate or maintain such Site in a manner that would (x) diminish the expected residual value of such Site in any material respect or shorten the expected remaining economic life of such Site, in each case determined as of the expiration of the Term of such Site, or (y) cause such Site or a substantial portion of such Site to become "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156 (except, in the case of this clause (y), as required by applicable Law or any Governmental Authority), (B) structure any related Ground Lease in a manner such that the amounts payable thereunder are above fair market value during any period following or upon the expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site) or (C) structure any related Collocation Agreement in a manner such that the amounts payable thereunder are less than fair market value during any period following or upon expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site), in each case unless otherwise expressly authorized by the terms and conditions of this Agreement and the Transaction Documents.

SECTION 38. General Provisions.

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees.** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to any T-Mobile Lessor, to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 29 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek

If to T-Mobile Parent, to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 29 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: CFO (Jay Brown)
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 29 to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: Legal Department

(f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

(g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

(h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 38(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

(i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 39. T-Mobile Parent Guarantee.

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of T-Mobile Lessors under this Agreement (the "**T-Mobile Lessor Obligations**"). T-Mobile Parent agrees that if any T-Mobile Lessor defaults at any time during the Term of this Agreement in the performance of any of the T-Mobile Lessor Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Lessor Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by the applicable beneficiary on account of any default by any T-Mobile Lessor and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnitee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against any T-Mobile Lessor, without the necessity of any notice to T-Mobile Parent of such T-Mobile Lessor's default or breach under this Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnitee against any T-Mobile Lessor any of the rights or remedies reserved to such Tower Operator Indemnitee pursuant to the provisions of this Agreement or any other remedy or right which such Tower Operator Indemnitee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement by agreement of a Tower Operator Indemnitee and any T-Mobile Lessor, or by any unilateral action of either a Tower Operator Indemnitee or any T-Mobile Lessor, or by an extension of time that may be granted by a Tower Operator Indemnitee to any T-Mobile Lessor or any indulgence of any kind granted to any T-Mobile Lessor, or any dealings or transactions occurring between a Tower Operator Indemnitee and any T-Mobile Lessor, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting any T-Mobile Lessor. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against any T-Mobile Lessor or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) For the avoidance of doubt, the T-Mobile Lessor Obligations shall not include any obligations of Crown Castle International Corp. under the terms of the Parent Indemnity Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

T-MOBILE LESSORS:

[TMUS SPE I, LLC]

By: _____
Name:
Title:

[TMUS SPE II, LLC]

By: _____
Name:
Title:

T-MOBILE PARENT:

T-MOBILE USA, INC.

By: _____
Name:
Title:

TOWER OPERATOR:

[CCTMO LLC]

By: _____
Name:
Title:

[FORM OF]

MANAGEMENT AGREEMENT

This **MANAGEMENT AGREEMENT** (as the same may be amended, modified, and supplemented from time to time, this "**Agreement**"), dated as of [], 2012 (the "**Effective Date**"), is by and among the Persons identified on the signature pages to this Agreement as T-Mobile Contributors (collectively, "**T-Mobile Contributors**" and each, a "**T-Mobile Contributor**"), the Persons identified on the signature pages to this Agreement as T-Mobile SPEs (collectively, "**T-Mobile SPEs**" and each, a "**T-Mobile SPE**"), [CCTMO LLC], a Delaware limited liability company ("**Tower Operator**"), and [] and [], each a Delaware limited liability company (collectively, "**Sale Site Subsidiaries**" and each, a "**Sale Site Subsidiary**"). Capitalized terms used and not defined herein have the meanings set forth in the Master Agreement (as defined below). The rules of construction set forth in Section 1.2 of the Master Agreement shall apply to this Agreement, mutatis mutandis. T-Mobile Contributors, T-Mobile SPEs, Tower Operator and Sale Site Subsidiaries are sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Crown Castle International Corp., a Delaware corporation ("**Crown**"), T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile Parent**"), the T-Mobile Contributors, Sale Site Subsidiaries, T-Mobile SPEs and Tower Operator are parties to that certain Master Agreement, dated as of September 28, 2012 (as amended, modified and supplemented from time to time, the "**Master Agreement**").

B. As a condition to, and simultaneously with the Initial Closing under the Master Agreement, the Parties are entering into this Agreement, pursuant to which:

1. With respect to each Non-Contributable Site, each applicable T-Mobile Contributor shall retain its right, title and interest in, to and under such Non-Contributable Site in accordance with and subject to the terms of the Master Agreement, and Tower Operator shall manage and operate such Non-Contributable Site pursuant to the terms of this Agreement. As of the Effective Date, the Non-Contributable Sites subject to this Agreement are set forth in Exhibit A-1 hereto.

2. With respect to each Pre-Lease Site, the applicable T-Mobile SPE shall retain its right, title and interest in, to and under such Pre-Lease Site in accordance with and subject to the terms of the Master Agreement, and Tower Operator shall manage and operate such Pre-Lease Site pursuant to the terms of this Agreement. As of the Effective Date, the Pre-Lease Sites subject to this Agreement are set forth in Exhibit A-2 hereto.

3. With respect to each Non-Assignable Site, each applicable T-Mobile Contributor shall retain its right, title and interest in, to and under such Non-Assignable Site in accordance with and subject to the terms of the Master Agreement, and the applicable Sale Site Subsidiary shall manage and operate such Non-Assignable Site pursuant to the terms of this Agreement. As of the Effective Date, the Non-Assignable Sites subject to this Agreement are set forth in Exhibit A-3 hereto.

4. The Non-Contributable Sites and the Pre-Lease Sites are collectively referred to herein as the "**Managed MPL Sites**". The Non-Assignable Sites are sometimes referred to herein as the "**Managed Sale Sites**" and, together with the Managed MPL Sites, are collectively referred to as the "**Managed Sites**". "**Manager**", when used in this Agreement in reference to any Managed MPL Site, shall refer to Tower Operator, and when used in this Agreement in reference to any Managed Sale Site, shall refer to the applicable Sale Site Subsidiary.

AGREEMENT:

In consideration of the foregoing and the representations, warranties, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this Agreement, the Parties agree as follows:

Section 1. Appointment and Acceptance. Subject to the terms and conditions of this Agreement, (a) each applicable T-Mobile Contributor and T-Mobile SPE hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator of each Managed MPL Site (including the Included Property thereof) during the MPL Site Term (as defined below) and (b) each applicable T-Mobile Contributor hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator of each Managed Sale Site (including the Included Property thereof) during the Sale Site Term (as defined below). Notwithstanding anything to the contrary in this Agreement or in the Collateral Agreements, no fee title, leasehold, subleasehold or other real property interest in a Managed Site is granted pursuant to this Agreement. In performing its duties as operator of the Managed MPL Sites, Manager shall manage, administer and operate each of the Managed Sites, subject to the provisions of this Agreement, in a manner consistent with the standards Tower Operator uses to manage, administer and operate the Lease Sites under the terms of the MPL. Notwithstanding anything to the contrary set forth in this Agreement, Manager shall be entitled to and vested with all the rights, powers and privileges of the applicable T-Mobile Contributor with respect to the management, administration and operation of the Managed Sale Sites (including the Included Property thereof) as if Manager were the true owner thereof, including the right to review, negotiate and execute extensions, renewals, amendments or waivers of any existing collocation agreements, ground leases, subleases, easements, licenses or other similar or related agreements or new collocation agreements, ground leases, subleases, easements, licenses or similar or related other agreements. Except as expressly provided in this Agreement or, with respect to the Managed MPL Sites, in the MPL, no T-Mobile Contributor or T-Mobile SPE shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of any Managed Site, all such rights being exclusively reserved to Manager hereunder.

Section 2. Collocation Agreements for Managed Sites.

(a) Subject to the terms and conditions of this Agreement, in respect of each Managed Site, each T-Mobile SPE and each T-Mobile Contributor, as applicable, hereby delegates all of its respective rights, duties, obligations and responsibilities under the Collocation Agreements to Manager for the MPL Site Term or Sale Site Term, as applicable, as to such Managed Sites during the MPL Site Term or Sale Site Term, as applicable, and shall execute all documentation reasonably requested by Manager to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Manager; provided, however, that, if unduly burdensome, such T-Mobile SPE or such T-Mobile Contributor, as applicable, shall not be required to obtain any new board resolutions from any Person that is a corporation or similar resolutions or approvals from any Person that is a limited liability company, partnership or trust. Manager may amend, modify, enforce or waive any terms of any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new site supplements or site subleases applicable to the Managed Sites, provided that, in the case of the Managed MPL Sites, the provisions of Section 37 of the MPL shall apply to all such actions by Manager, *mutatis mutandis*. Each T-Mobile SPE and each T-Mobile Contributor, as applicable, hereby delegates to Manager the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile SPE or such T-Mobile Contributor, as applicable, under all Collocation Agreements with respect to the applicable Managed Sites, subject to, in the case of the Managed MPL Sites, the provisions of Section 37 of the MPL, *mutatis mutandis*.

(b) Manager does hereby agree to pay and perform all of the duties, obligations, liabilities and responsibilities of T-Mobile SPEs and T-Mobile Contributors under the Collocation Agreements affecting each Managed Site arising during the MPL Site Term or Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement, and Manager shall receive all revenue, rents, issues or profits payable under the Collocation Agreements in accordance with Section 3(b) of this Agreement.

(c) Manager shall be permitted to negotiate and enter into any new collocation agreements in its sole discretion, without the consent of any T-Mobile SPE or T-Mobile Contributor, subject to, in the case of any Managed MPL Sites, Section 37 of the MPL, *mutatis mutandis*.

Section 3. Rights and Duties of Parties.

(a) Parties' Relative Rights and Obligations; Right to T-Mobile Collocation Space. Except as otherwise expressly provided herein, the Parties hereby agree that:

(i) Each T-Mobile Contributor's agreements, rights and obligations with respect to each Non-Contributable Site shall be the same, *mutatis mutandis*, as if such Site was a Lease Site under the MPL and (to the extent in full force and effect with respect to such Site) the MPL Site MLA at the Initial Closing and such T-Mobile Contributor was a party to (x) the MPL as a T-Mobile Lessor and a T-Mobile Ground Lease Additional Party (including, for the avoidance of doubt, all agreements with respect to and obligations under Section 20 of the MPL) and (y) (to the extent in full force and effect with respect to such Site) the MPL Site MLA as a T-Mobile Collocator;

(ii) Each T-Mobile SPE's agreements, rights and obligations with respect to each Pre-Lease Site shall be the same, *mutatis mutandis*, as if such Site was a Lease Site under the MPL at the Initial Closing and such T-Mobile SPE was a party to the MPL Site MLA (to the extent in full force and effect with respect to such Site) as a T-Mobile Collocator;

(iii) Each T-Mobile Contributor's agreements, rights and obligations with respect to each Non-Assignable Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Master Agreement and (to the extent in full force and effect with respect to such Site) the Sale Site MLA at the Initial Closing, and each T-Mobile Contributor's agreements and obligations with respect to each Non-Assignable Site shall be the same, *mutatis mutandis*, unless otherwise provided herein, as if such Site was a Lease Site under the MPL at the Initial Closing and such T-Mobile Contributor was a party to (x) the MPL as a T-Mobile Lessor and a T-Mobile Ground Lease Additional Party (excluding, for the avoidance of doubt, any agreements with respect to or obligations under Section 20 of the MPL) and (y) (to the extent in full force and effect with respect to such Site) the Sale Site MLA as a T-Mobile Collocator;

(iv) Manager's agreements, rights and obligations with respect to the management of each Managed MPL Site shall be the same, *mutatis mutandis*, as if each such Site was a Lease Site under the MPL and (to the extent in full force and effect with respect to such Site) the MPL Site MLA at the Initial Closing;

(v) Manager's agreements, rights and obligations with respect to the management of each Managed Sale Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Master Agreement and (to the extent in full force and effect with respect to such Site) the Sale Site MLA at the Initial Closing (including, for the avoidance of doubt, the right to manage, administer and operate the Managed Sale Sites as if Manager were the true owner thereof); and

(vi) Each T-Mobile SPE and each T-Mobile Contributor covenants and agrees that it has not granted and it will not grant to any other Person any rights to use or operate the Managed Sites during the MPL Site Term or the Sale Site Term, as applicable, except for rights granted to parties pursuant to the Collocation Agreements and except for the rights granted to Manager under the MPL.

(b) Site Related Revenue. During the MPL Site Term or Sale Site Term, as applicable, Manager shall receive and shall be entitled to all of the revenue generated by each Managed Site and the Included Property of such Managed Site (other than, with respect to the Managed MPL Sites, the Rent and Pre-Lease Rent as defined in, and payable under, the MPL), including all revenue, rents, issues or profits under the Collocation Agreements accruing from and after the Effective Date and all revenue received under the Collocation Agreements on or prior to the Effective Date for or with respect to periods from and after the Effective Date, and no T-Mobile SPE, T-Mobile Contributor nor any of their respective Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transitions Services Agreement, if any such revenue is paid to any T-Mobile SPE, any T-Mobile Contributor or their Affiliates, the T-Mobile SPE, T-Mobile Contributor or their Affiliate receiving such revenue shall remit such revenue to Manager promptly after receiving such revenue. Each T-Mobile SPE and each T-Mobile Contributor shall direct (or cause its Affiliate to direct), in writing, all payers of amounts due and accruing after the Effective Date under the Collocation Agreements to pay such amounts to Manager.

(c) Site Related Expenses. During the MPL Site Term or Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement, Manager shall be responsible for the payment of, and shall pay, all expenses due and accruing after the Effective Date and related to or associated with the Managed Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen. T-Mobile Contributors and T-Mobile SPEs, as applicable, shall pay, as and when due and without duplication of any such payments made under any other Collateral Agreement, T-Mobile's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the Final Managed Site Consideration and the Aggregate Deferred Managed Site Consideration for all Managed Sites. Manager shall pay, or cause to be paid, as and when due and without duplication of any such payments made under any other Collateral Agreement, Tower Operator's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the Final Managed Site Consideration and the Aggregate Deferred Managed Site Consideration for all Managed Sites.

(d) Responsibility for All Liabilities. T-Mobile SPEs and T-Mobile Contributors hereby assign and delegate to Manager, and Manager hereby accepts and assumes, all Post-Closing Liabilities with respect to the Managed Sites. Manager does not accept or assume, and shall be deemed not to have accepted or assumed, any Excluded Liabilities, including any Pre-Closing Liabilities. This Section 3(d) shall survive the termination or expiration of the MPL Site Term or Sale Site Term, as applicable.

(e) Power of Attorney. Each T-Mobile SPE and each T-Mobile Contributor hereby grants Manager, with respect to the Managed MPL Sites, a limited power of attorney and hereby appoints Manager as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile SPE or such T-Mobile Contributor all Authorized Ground Lease Documents (as defined in the MPL), all Authorized Collocation Agreement Documents (as defined in the MPL) related to the Managed MPL Sites and all other documents contemplated and permitted by this Agreement, the Master Agreement and the MPL or necessary to give effect to the intent of this Agreement, the Master Agreement and the MPL and the transactions contemplated by this Agreement, the Master Agreement, the MPL and the other Collateral Documents other than any Unauthorized Documents (as defined in the MPL). Each T-Mobile Contributor hereby grants Manager, with respect to the Managed Sale Sites, a limited power of attorney and hereby appoints Manager as its attorney in fact to review, negotiate and execute on behalf of such T-Mobile Contributor all documents contemplated and permitted by this Agreement and the Master Agreement or necessary to give effect to the intent of this Agreement and the Master Agreement and the transactions contemplated by this Agreement, the Master Agreement and the other Collateral Documents other than any Unauthorized Documents. Each T-Mobile SPE and each T-Mobile Contributor hereby agrees to, execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Manager any document referred to in this paragraph (e) and any other document contemplated and permitted by the Master Agreement and the Collateral Agreements or necessary to give effect to the intent of the Master Agreement and the Collateral Agreements.

(f) Filing of Financing Statements. Each T-Mobile SPE and each T-Mobile Contributor hereby irrevocably authorizes Manager or its designee to file in any relevant jurisdiction, at any time and from time to time, any UCC-1 financing statement, which shall be substantially in the form of Exhibit B hereto, and any amendments thereto, that are in each case necessary or desirable to evidence, perfect or otherwise record Manager's management interest in each Managed Site, as applicable, granted pursuant to this Agreement, the Master Agreement and the Collateral Agreements. Each T-Mobile SPE and each T-Mobile Contributor agrees, promptly upon request by Manager, to provide Manager with any information that is required or reasonably requested by Manager in connection with the filing of any such financing statement or document.

(g) Exercise of Purchase Option. Each T-Mobile SPE and each T-Mobile Contributor, at its cost and expense, shall use its reasonable best efforts to obtain any consent or waiver required to give effect to the contemplated sale of the Managed MPL Sites upon the exercise of the Purchase Option (as defined in the MPL) with respect to such Managed MPL Sites under the MPL. In the event that Tower Operator exercises the Purchase Option with respect to any Managed MPL Site and the applicable T-Mobile SPE or T-Mobile Contributor is unable to obtain any consent or waiver required to give effect to the contemplated sale of such Managed MPL Site and such Managed MPL Site cannot be transferred to Tower Operator without violating the terms of the applicable Ground Lease, such T-Mobile SPE or T-Mobile Contributor shall be deemed to have appointed, and hereby appoints Tower Operator, in perpetuity, as the exclusive operator of the Included Property of such Managed MPL Site to the same extent as if such Managed MPL Site were a Managed Sale Site hereunder. Tower Operator shall be entitled to and vested with all the rights, powers and privileges of the applicable T-Mobile SPE or T-Mobile Contributor with respect to the management, administration and operation of such Managed Site as if Tower Operator were the true owner thereof, including the right to review, negotiate and execute extensions, renewals, amendments or waivers of any existing collocation agreements, ground leases, subleases, easements, licenses or other similar or related agreements or new collocation agreements, ground leases, subleases, easements, licenses or similar or related other agreements, and Tower Operator shall not be subject to and shall not be bound by any of the covenants or restrictions imposed upon it by the MPL or any of the Collateral Agreements and such Managed MPL Site shall be deemed to be a Managed Sale Site under and for all purposes of this Agreement and the term of this Agreement shall continue indefinitely.

Section 4. Term of Agreement.

(a) Term for Managed MPL Sites. Subject to Section 3(g), as to each Managed MPL Site, the term of this Agreement (the "**MPL Site Term**") shall commence on the Effective Date and, except as may be earlier terminated pursuant to the early termination provisions that apply or are deemed to apply pursuant to application of the provisions of Section 3(a) of this Agreement, shall expire on the earlier of (a) the applicable Site Expiration Date (as defined in the MPL) for such Site if such Site is not acquired by Tower Operator pursuant to the applicable Purchase Option or (b) the applicable Conversion Closing Date on which such Managed MPL Site is converted to a Lease Site pursuant to Section 2.6(c) of the Master Agreement. Upon the expiration of the MPL Site Term with respect to any Managed MPL Site, such Managed MPL Site shall no longer be subject to the terms and conditions of this Agreement and shall be deemed to be deleted from Exhibit A-1 or Exhibit A-2 hereto, as applicable. For the avoidance of doubt, pursuant to the provisions of Section 3(a) of this Agreement, the applicable Site Expiration Date for each Non-Contributable Site shall be the date that would be the Site Expiration Date for such Site if such Non-Contributable Site was a Lease Site as of the Initial Closing Date.

(b) Term for Managed Sale Sites. As to each Managed Sale Site, the term of this Agreement (the "**Sale Site Term**") shall commence on the Effective Date and shall expire on the applicable Technical Closing Date on which such Managed Sale Site is converted to an Assignable Site pursuant to Section 2.6(c) of the Master Agreement. Upon the expiration of the Sale Site Term with respect to any Managed Sale Site, such Managed Sale Site shall no longer be subject to the terms and conditions of this Agreement and shall be deemed to be deleted from Exhibit A-3 hereto.

Section 5. Certain Acknowledgements and Agreements. Each T-Mobile SPE acknowledges that it is party to the MPL as a "T-Mobile Lessor" thereunder. Each T-Mobile Contributor acknowledges and agrees that it is a "T-Mobile Ground Lease Additional Party" under and for purposes of the MPL and, without limiting in any respect the duties of such T-Mobile Contributor under Section 3(a), agrees to be bound by all provisions of the MPL applicable to the T-Mobile Ground Lease Additional Parties with the same force and effect, and to the same extent, as if such T-Mobile Contributor were a party to the MPL in such capacity.

Section 6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Entire Agreement. This Agreement, the Master Agreement, the MPL and the Collateral Agreements constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all prior agreements, both written and oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns.

Section 9. Fees and Expenses. Except as otherwise expressly set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

Section 10. Notices. All notices and other communications required or permitted to be given or delivered under this Agreement shall be given in accordance with the notice provisions of the Master Agreement.

Section 11. Amendment. This Agreement may be amended, modified or supplemented only by written agreement of the parties.

Section 12. Time of Essence. Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

Section 13. Specific Performance. Each party recognizes and agrees that, in the event of any failure or refusal by any party to perform its obligations required by this Agreement, remedies at law would be inadequate, and that in addition to such other remedies as may be available to it at Law, in equity or pursuant to this Agreement, each party may seek injunctive relief and may enforce its rights under, and the terms and provisions of, this Agreement by an action for specific performance to the extent permitted by applicable Law. Each party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 15, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

Section 14. Jurisdiction. In connection with any suit, action or proceeding (an "**Action**") arising out of or relating to this Agreement, each of the parties:

(a) Submits to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York, the court of the United States of America for the Southern District of New York and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all Actions hereunder shall be heard and determined in such New York State court or, to the extent permitted by Law, in such federal court;

(b) Consents that any such Actions may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) Agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

Section 15. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD-PARTY CLAIM OR OTHERWISE.

Section 16. Assignment.

(a) No T-Mobile Contributor or T-Mobile SPE may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement in whole or in part without the consent of Manager. Any attempted assignment without the required consent shall be null and void *ab initio*.

(b) Manager may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement with respect to the Managed Sale Sites or any of its rights, duties or obligations under this Agreement with respect to the Managed Sale Sites in whole or in part without the consent of any T-Mobile Contributor or T-Mobile SPE.

(c) Manager may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement with respect to the Managed MPL Sites or any of its rights, duties or obligations under this Agreement with respect to the Managed MPL Sites in whole or in part to the same extent as if the Managed MPL Sites were Lease Sites under the MPL.

To the extent a Party hereto has the right to and desires to exercise an assignment or other transfer under (a), (b) or (c) above, the Parties hereby agree to bifurcate this Agreement as may be required to give effect to such assignment or other transfer.

Section 17. Effect on Other Agreements. Except as expressly provided in this Agreement, no provision of this Agreement shall in any way modify the express provisions set forth in the Master Agreement or the MPL, the MPL Site MLA or the Sale Site MLA.

Section 18. Collateral Agreement. The Parties acknowledge and agree that this Agreement constitutes a Collateral Agreement for purposes of the Master Agreement.

Section 19. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

*** Remainder of Page Intentionally Blank – Signature Pages Follow ***

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the date first above written.

T-MOBILE CONTRIBUTORS:

[INSERT A SIGNATURE BLOCK FOR EACH]

By: /s/ _____
Name
Title

T-MOBILE SPEs:

[INSERT A SIGNATURE BLOCK FOR EACH]

By: /s/ _____
Name
Title

TOWER OPERATOR:

[CCTMO LLC]

By: /s/ _____
Name
Title

SALE SITE SUBSIDIARIES:

[INSERT A SIGNATURE BLOCK FOR EACH]

By: /s/ _____
Name
Title

[FORM OF]
MPL SITE MASTER LEASE AGREEMENT
BY AND AMONG
[T-MOBILE COLLOCATOR],
T-MOBILE USA, INC.
AND
[CCTMO LLC]

Dated as of [], 2012

TABLE OF CONTENTS

	Page
SECTION 1. Definitions	1
SECTION 2. Grant; Documents	15
SECTION 3. Term and Termination Rights	17
SECTION 4. Rent.	18
SECTION 5. Ground Leases	21
SECTION 6. Condition of the Sites	24
SECTION 7. Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site	27
SECTION 8. T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Subtenants; Interference	28
SECTION 9. T-Mobile Collocation Space	29
SECTION 10. Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space	36
SECTION 11. [Reserved]	38
SECTION 12. Limitations on Liens	38
SECTION 13. Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims	39
SECTION 14. Waiver of Subrogation; Insurance	42
SECTION 15. Estoppel Certificate	45
SECTION 16. Assignment and Transfer Rights	45
SECTION 17. Environmental Covenants	47
SECTION 18. Taxes	49
SECTION 19. Use of Easements and Utilities	49
SECTION 20. Compliance with Law; Governmental Permits	51
SECTION 21. Compliance with Specific FCC Regulations	53
SECTION 22. Holding Over	55
SECTION 23. Rights of Entry and Inspection	55
SECTION 24. Right to Act for Tower Operator	56
SECTION 25. Defaults and Remedies	56
SECTION 26. Quiet Enjoyment	61
SECTION 27. No Merger	62

TABLE OF CONTENTS
(continued)

	Page
SECTION 28. Broker and Commission	62
SECTION 29. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement	62
SECTION 30. Damage to the Site, Tower or the Improvements	63
SECTION 31. Condemnation	65
SECTION 32. Operating Principles	66
SECTION 33. General Provisions	67
SECTION 34. T-Mobile Parent Guarantee	70

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent
Exhibit G	Form of Paying Agent Agreement

Schedule 1-A	23 Year Lease Sites
Schedule 1-B	24 Year Lease Sites
Schedule 1-C	25 Year Lease Sites
Schedule 1-D	26 Year Lease Sites
Schedule 1-E	27 Year Lease Sites
Schedule 1-F	28 Year Lease Sites
Schedule 1-G	29 Year Lease Sites
Schedule 1-H	30 Year Lease Sites
Schedule 1-I	31 Year Lease Sites
Schedule 1-J	32 Year Lease Sites
Schedule 1-K	33 Year Lease Sites
Schedule 1-L	34 Year Lease Sites
Schedule 1-M	35 Year Lease Sites
Schedule 1-N	36 Year Lease Sites
Schedule 1-O	37 Year Lease Sites
Schedule 9(c)	Sample Wind Load Surface Area Calculations

MPL SITE MASTER LEASE AGREEMENT

This **MPL SITE MASTER LEASE AGREEMENT** (this "**Agreement**") is entered into this [] day of [], 2012 (the "**Effective Date**"), by and among [CCTMO LLC], a Delaware corporation, as Tower Operator, T-MOBILE USA, INC., a Delaware corporation ("**T-Mobile Parent**"), and [T-Mobile Collocator]. T-Mobile Collocator, T-Mobile Parent and Tower Operator are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment and such Affiliates either own, ground lease or otherwise have an interest in the land on which such Towers are located;

B. Tower Operator, as lessee, leases the Sites pursuant to the Master Prepaid Lease dated the Effective Date, among T-Mobile Parent, T-Mobile Lessors and Tower Operator (the "**MPL**"); and

C. Tower Operator desires to lease or give T-Mobile Collocator the right to use and operate on a portion of each of the Sites pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Definitions.

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

"**Affiliate**" (and, with a correlative meaning, "**Affiliated**") means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, "**control**" means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

"**Agreement**" has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

"**Assumption Requirements**" means, with respect to any assignment by Tower Operator or T-Mobile Collocator of this Agreement (the "**assigning party**"), that (i) the applicable assignee has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

"Available Space" means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Award" means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

"Bankruptcy" means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

"Business Day" means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

"Cables" means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

"CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Claims" means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys' and accountants' fees and expenses).

"Collocation Agreement" means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Communications Equipment" means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Subtenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

"Communications Facility" means, as to any Site, (i) the T-Mobile Collocation Space, together with all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (with respect to T-Mobile Collocator) or (ii) any other portion of the Site leased to or used or occupied by a Tower Subtenant, together with all of such Tower Subtenant Communications Equipment and such Tower Subtenant Improvements at such Site (with respect to a Tower Subtenant).

"Conversion Closing" means the conversion of (i) a Non-Contributable Site to a Contributable Site or (ii) a Pre-Lease Site into a Lease Site subsequent to the Effective Date.

"Conversion Closing Date" means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

"CPI" means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for "all items" compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

"Emergency" means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Subtenants, to operate Communications Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

"Environmental Law" or **"Environmental Laws"** means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

"Excluded Equipment" means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Subtenant Communications Equipment or Tower Subtenant Improvements.

"FAA" means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

"FCC" means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

"Force Majeure" means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

"Ground Lease" means, as to any Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which a T-Mobile Lessor or a T-Mobile Ground Lease Additional Party holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Ground Lessor" means, as to any Site, the "lessor," "sublessor," "landlord," "licensor," "sublicensor" or similar Person under the related Ground Lease.

"Ground Rent" means, as to any Site, all rents, fees and other charges payable by a T-Mobile Lessor or its Affiliates to the Ground Lessor under the Ground Lease for such Site.

"Hazardous Material" or **"Hazardous Materials"** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

"Improvements" means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator's and, if applicable, each Tower Subtenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator's and, if applicable, each Tower Subtenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Operator Communications Equipment).

"Included Property" means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site.

"Indemnified Party" means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

"Initial Lease Sites" means the Sites set forth on Exhibit B.

"Land" means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

"Law" means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

"Lease Site" means the (i) Initial Lease Sites and (ii) any Pre-Lease Site subject to this Agreement which is converted to a Lease Site pursuant to a Conversion Closing.

"Liens" means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

"Master Agreement" means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator and T-Mobile.

"Managed Site" means, for purposes of this Agreement and until any such Site is converted to a Lease Site as provided herein, each Site that is identified on Exhibit A, but is not identified as a Lease Site on Exhibit B and is therefore subject to this Agreement as a Managed Site as of the Effective Date, until such Site is converted to a Lease Site as provided herein. Managed Sites include all Non-Contributable Sites and all Pre-Lease Sites which have not yet been converted to Lease Sites.

"Memorandum of Site Lease Agreement" means as to any Site, a recordable memorandum of a Site Lease Agreement supplement to this Agreement, in substantially the form of Exhibit D attached to this Agreement.

"Modifications" means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

"Non-Contributable Site" means any Site that is not a Contributable Site.

"Non-Restorable Site" means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator.

"Non-Severable" means, with respect to any Modification, any Modification that is not a Severable Modification.

"Order" means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

"Person" means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

"Prime Rate" means the rate of interest reported in the "Money Rates" column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Collocator and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

"Proceeds" means all insurance moneys recovered or recoverable by any T-Mobile Lessor, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

"Restoration" means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

"Revenue Sharing" means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

"Right of Substitution" means the right of T-Mobile Collocator to remove T-Mobile Communications Equipment from the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of the Communications Facility in such Space to a portion of such Available Space not larger than the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space, as applicable, in accordance with and subject to the limitations contained in Section 10.

"Sale Site MLA" means the Sale Site Master Lease Agreement dated as of [I], 2012, among [Sale Site Subsidiaries], [T-Mobile Collocators] and T-Mobile Parent.

"Severable" means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

"Site" means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Subtenant's Improvements or Tower Subtenant Communications Equipment.

"Site Expiration Date" means, as to any Site, the sooner to occur of (A) if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement), or (B) the applicable Site Expiration Outside Date.

"Site Expiration Outside Date" means, (i) as to the 23 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2035, (ii) as to the 24 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2036, (iii) as to the 25 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2037, (iv) as to the 26 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2038, (v) as to the 27 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2039, (vi) as to the 28 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2040, (vii) as to the 29 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2041, (viii) as to the 30 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2042, (ix) as to the 31 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2043, (x) as to the 32 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2044, (xi) as to the 33 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2045, (xii) as to the 34 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2046, (xiii) as to the 35 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2047, (xiv) as to the 36 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2048, and (xv) as to the 37 Year Lease Sites, the last Business Day of the calendar year ending December 31, 2049.

"Site Lease Agreement" means, as to any Site, a supplement to this Agreement, in substantially the form of Exhibit C attached to this Agreement.

"Substantial Portion" means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining and leasing towers and other wireless infrastructure.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

"Tax" means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

"Term" means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 3; and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

"Termination Cause" means, as to any Site, the inability of T-Mobile Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of T-Mobile's Communications Facility at such Site; provided, however, that T-Mobile Collocator may not assert a Termination Cause if T-Mobile Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by T-Mobile Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against T-Mobile Collocator or its Affiliates because of any alleged wrongdoing by T-Mobile Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

"T-Mobile" means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

"T-Mobile Collocator" means, with respect to each Site, the Person identified as the "T-Mobile Collocator" opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which shall be the "Lessee" under the Site Lease Agreement for such Site, in each case together with its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to T-Mobile Collocator's rights hereunder.

"T-Mobile Communications Equipment" means any Communications Equipment owned or leased and used exclusively (subject to the last sentence of Section 9(b)) by T-Mobile Collocator at a Site.

"T-Mobile Ground Lease Additional Party" means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Managed Site to the applicable T-Mobile Lessor pursuant to the Master Agreement.

"T-Mobile Group" means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a "sublessor" under this Agreement in accordance with the provisions of this Agreement.

"T-Mobile Group Member" means each member of the T-Mobile Group.

"T-Mobile Improvements" means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

"T-Mobile Indemnitee" means each T-Mobile Lessor, each T-Mobile Ground Lease Additional Party and T-Mobile Collocator and their respective Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

"T-Mobile Lessor" means, as to any Site, the lessor under the MPL for such Site.

"T-Mobile Modernization" means the upgrade by T-Mobile Collocator and its Affiliates of its Communications Equipment to any next generation technology.

"T-Mobile Primary Tower Space RAD Center" means, in respect of each Site, the "T-Mobile Primary Tower Space RAD Center" identified in the applicable Site Lease Agreement for each Site.

"Tower" means the communications towers on the Sites from time to time.

"Tower Operator" means [CCTMO LLC], a Delaware limited liability company, and its permitted successors and assignees hereunder, to the extent same are permitted to succeed to Tower Operator's rights hereunder.

"Tower Operator Equipment" means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to, the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

"Tower Operator Indemnitee" means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

"Tower Operator Negotiated Increased Revenue Sharing Payments" means, with respect to any Site, any requirement under a Ground Lease, or a Ground Lease amendment, renewal or extension, in each case entered into after the Effective Date, to pay to the applicable Ground Lessor a share of the revenue derived from the rent paid under this Agreement that is in excess of the Revenue Sharing payment obligation in effect prior to Tower Operator's entry into such amendment, renewal or extension after the Effective Date for such Site with respect to the revenue derived from the rent paid under this Agreement; provided that "Tower Operator Negotiated Increased Revenue Sharing Payments" shall not include any such requirement or obligation (i) existing as of the Effective Date or (ii) arising under the terms of the applicable Ground Lease (as in effect as of the Effective Date) or under any amendment, renewal or extension the terms of which had been negotiated or agreed upon prior to the Effective Date.

"Tower Operator Negotiated Renewal" means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of a T-Mobile Lessor as the "ground lessee" under such new Ground Lease and (C) the new Ground Lease is otherwise executed in accordance with this Agreement.

"Tower Subtenant" means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting such Site; or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

"Tower Subtenant Communications Equipment" means any Communications Equipment owned or leased by a Tower Subtenant.

"Tower Subtenant Improvements" means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Subtenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Subtenant Communications Equipment shall be deemed Tower Subtenant Improvements.

"Tower Subtenant Related Party" means Tower Subtenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

"Triggering Event" means the occurrence of any of the following: (i) the Paying Agent breaches, in any material respect, any of its duties or obligations arising under the Paying Agent Agreement, (ii) the Paying Agent breaches its obligation to make payments of Ground Rent to Ground Lessors and the aggregate unpaid amount of Ground Rent due and payable to Ground Lessors exceeds, at any date of determination, the product of (x) the aggregate Ground Rent with respect to all Sites payable to Ground Lessors for the calendar month most recently ended prior to such date of determination and (y) three or (iii) a Bankruptcy event occurs with respect to the Paying Agent or the Paying Agent becomes insolvent or makes an assignment for the benefit of creditors.

"23 Year Lease Sites" means the Sites set forth on Schedule 1-A hereto.

"24 Year Lease Sites" means the Sites set forth on Schedule 1-B hereto.

"25 Year Lease Sites" means the Sites set forth on Schedule 1-C hereto.

"26 Year Lease Sites" means the Sites set forth on Schedule 1-D hereto.

"27 Year Lease Sites" means the Sites set forth on Schedule 1-E hereto.

"28 Year Lease Sites" means the Sites set forth on Schedule 1-F hereto.

"29 Year Lease Sites" means the Sites set forth on Schedule 1-G hereto.

"30 Year Lease Sites" means the Sites set forth on Schedule 1-H hereto.

"31 Year Lease Sites" means the Sites set forth on Schedule 1-I hereto.

"32 Year Lease Sites" means the Sites set forth on Schedule 1-J hereto.

"**33 Year Lease Sites**" means the Sites set forth on Schedule 1-K hereto.

"**34 Year Lease Sites**" means the Sites set forth on Schedule 1-L hereto.

"**35 Year Lease Sites**" means the Sites set forth on Schedule 1-M hereto.

"**36 Year Lease Sites**" means the Sites set forth on Schedule 1-N hereto.

"**37 Year Lease Sites**" means the Sites set forth on Schedule 1-O hereto.

"**Wind Load Surface Area**" means with respect to each antenna, remote radio unit or other tower mounted equipment, the area in square inches determined by multiplying the two largest dimensions of the length, width and depth of such antenna, remote radio unit or other tower mounted equipment, excluding all mounts and Cables.

"**Zoning Laws**" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement.** In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

<u>Defined Term</u>	<u>Section</u>
Additional Equipment	Section 9(d)
Additional Ground Space	Section 10(c)
ASR	Section 10(a)
Authorized Ground Lease Document	Section 5(b)
Backhaul Operator	Section 19(d)
Backhaul Services	Section 19(d)
Casualty Notice	Section 30(a)
Disputes	Section 13(d)
Effective Date	Preamble
Effective Date Ground Space	Section 9(a)(i)
Effective Date Tower Space	Section 9(a)(ii)
Financial Advisors	Section 28(a)
Indemnifying Party	Section 13(c) (i)
Initial Period	Section 4(c)
Inspection Summary	Section 6(a)(i)
NOTAM	Section 20(g) (i)
Party	Preamble
Paying Agent Account	Section 4(b)(i)

<u>Defined Term</u>	<u>Section</u>
Paying Agent Agreement	Section 4(b)
Qualified Tower Operator	Section 16(a)(i)
Reserved T-Mobile Loading Capacity	Section 6(a)(ii)
Restorable Site	Section 30(a)
Site Engineering Application	Section 9(e)(i)
Subsequent Use	Section 8(a)
Termination Date	Section 3(b)
Termination Notice	Section 3(c)
Third Party Claim	Section 13(c)(i)
Third Party Communications Equipment	Section 6(a)(iii)
T-Mobile Assignee	Section 16(b)(i)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator Obligations	Section 34(a)
T-Mobile Ground Rent	Section 4(a)
T-Mobile Lessor Extension Notice	Section 5(d)(iii)
T-Mobile Modernization Reservation Period	Section 6(a)(ii)
T-Mobile Parent	Preamble
T-Mobile Primary Ground Space	Section 9(a)(i)
T-Mobile Primary Tower Space	Section 9(a)(ii)
T-Mobile Reserved Amount of Tower Equipment	Section 9(c)
T-Mobile Termination Right	Section 3(b)
T-Mobile Total Rent Amount	Section 4(a)
T-Mobile Total Rent Change Date	Section 4(a)
T-Mobile Transfer	Section 16(b)(i)
Tower Operator	Preamble
Tower Operator Extension or Relocation Notice	Section 5(d)(ii)
Tower Operator Ground Rent	Section 4(b)(iv)
Tower Operator Work	Section 7(b)
Unused Existing Effective Date Capacity	Section 6(a)(ii)

(c) **Terms Defined in Master Agreement.** The following defined terms in the Master Agreement are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<u>Defined Term</u>	<u>Section</u>
CA/NV Inclusion	Section 1.1
Contributable Site	Section 4.1(a)
Lease Buyout Firm	Section 1.1
Parent Indemnity Agreement	Section 2.2(k)
Paying Agent	Recitals
Permitted Encumbrances	Section 1.1
Pre-Lease Site	Section 1.1

<u>Defined Term</u>	<u>Section</u>
Tower Related Assets	Section 1.1
Transition Services Agreement	Recitals

(d) **Terms Defined in the MPL.** The following defined terms in the MPL are used herein as defined in the Sections or parts therein when used herein with initial capital letters:

<u>Defined Term</u>	<u>Section</u>
Authorized Collocation Agreements Documents	Section 6(b)
Purchase Option	Section 20(a)
Purchase Option Closing Date	Section 20(a)
Tower Operator Lender	Section 1(a)
Transaction Documents	Section 1(a)

(e) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Transaction Documents. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Subtenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Subtenant's compliance therewith.

SECTION 2. Grant; Documents.

(a) **Grant.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Lease Sites, and thereafter as of the applicable Conversion Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Conversion Closing, Tower Operator hereby leases to T-Mobile Collocator, and T-Mobile Collocator hereby leases from Tower Operator, the T-Mobile Collocation Space of all of the Lease Sites. Subject to the terms and conditions of this Agreement, as of the Effective Date as to each Managed Site, until the applicable Conversion Closing Date with

Conversion Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the T-Mobile Collocation Space available for the exclusive use and possession of T-Mobile Collocator except as otherwise expressly provided herein, whether or not such T-Mobile Collocation Space is now or hereafter occupied. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to this Agreement in the T-Mobile Collocation Space at any Managed Site until the Conversion Closing at which such Managed Site is converted to a Lease Site. Tower Operator and T-Mobile Collocator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement.

(b) **Site Lease Agreements.** The Site Lease Agreements shall be entered into by Tower Operator and T-Mobile Collocator in accordance with the terms of this Agreement and the Master Agreement. The Site Lease Agreements shall be prepared by T-Mobile Collocator and delivered to Tower Operator within 180 days after the Effective Date; provided that if T-Mobile Collocator seeks to install any new T-Mobile Communications Equipment, or modify any existing T-Mobile Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be delivered to Tower Operator prior to the installation or modification of such T-Mobile Communications Equipment. If a Site Lease Agreement is not entered into with respect to a Site, the Parties shall still have all of the rights and obligations with respect to such Site as provided in this Agreement. The form of the Site Lease Agreement may not be changed without the mutual agreement of Tower Operator and T-Mobile Collocator. The terms and conditions of this Agreement shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of any Site Lease Agreement, except to the extent otherwise expressly provided in such Site Lease Agreement that has been duly executed and delivered by an authorized representative of T-Mobile Collocator having the title of director (or senior title) and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the T-Mobile Communications Equipment or T-Mobile Improvements imposed by a state or local government and set forth in the "Special Provisions" section of a Site Lease Agreement shall control over any terms in this Agreement that directly conflict with such specific requirements.

(c) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;

(ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Lease Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent
Exhibit G	Form of Paying Agent Agreement

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

(iv) such additional documents as are incorporated by reference.

(d) **Priority of Documents.** If any of the documents referenced in Section 2(c) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(e) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement, the MPL or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

SECTION 3. *Term and Termination Rights.*

(a) **Term; Conversion to SLA under Sale Site MLA.** The initial term of this Agreement as to each Site shall be for a 10 year period from the Effective Date. The term of this Agreement as to each Site shall be automatically extended for eight additional five year renewal terms, unless it is terminated earlier pursuant to a termination right exercised in accordance with this Section 3, Section 25, Section 30 or Section 31 with respect to a Site. Notwithstanding the foregoing, (i) in all cases with respect to all Sites for which the Tower Operator does not exercise its Purchase Options, the term of this Agreement as to any such Site shall automatically expire on the Site Expiration Date for such Site and (ii) in all cases with respect to all Sites for which the Tower Operator exercises its Purchase Options, the term of this Agreement as to any such Site shall automatically expire on the Purchase Option Closing Date for such Site and such Site shall automatically become subject to and a "Site" under and governed by the Sale Site MLA (and the Parties shall enter into appropriate documentation to evidence the same).

(b) **T-Mobile Collocator Termination Right.** Notwithstanding anything to the contrary contained herein, T-Mobile Collocator shall have the right to terminate its lease or other right to occupy the T-Mobile Collocation Space at any Site (i) on the tenth anniversary of the Effective Date and on the last day of each successive five-year period thereafter or (ii) at any time after the tenth anniversary of the Effective Date if there is an occurrence of a Termination Cause (each such date, a "**Termination Date**" and such rights, collectively, the "**T-Mobile Termination Right**").

(c) **Exercise by T-Mobile Collocator.** To exercise a T-Mobile Termination Right with respect to any Site, T-Mobile Collocator shall give Tower Operator written notice of such exercise (the "**Termination Notice**"), not less than 90 days prior to any Termination Date. If T-Mobile Collocator exercises a T-Mobile Termination Right as to any Site, T-Mobile Collocator shall not be required to pay the T-Mobile Ground Rent, the T-Mobile Collocation Rent or any other amounts with respect to such Site for the period occurring after the Termination Date specified in the applicable Termination Notice and, as of such Termination Date, the Site Lease Agreement for such Site shall be terminated and the rights, duties and obligations of T-Mobile Collocator and Tower Operator in this Agreement with respect to such Site shall terminate as of the Termination Date for such Site except the rights, duties and obligations set forth in Section 3(d) and such other rights, duties and obligations with respect to such Site that expressly survive the termination of this Agreement with respect to such Site.

(d) **Obligations Following T-Mobile Collocator Termination.** Not later than the Termination Date of any Site, T-Mobile Collocator shall vacate the T-Mobile Collocation Space of such Site and remove, at T-Mobile Collocator's cost and expense, all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (and otherwise leave the vacant T-Mobile Collocation Space in good condition, repair and order (reasonable wear and tear and loss by casualty and condemnation excepted) and shall remove all T-Mobile Communications Equipment and T-Mobile Improvements therefrom and restore any damage thereto caused by, through or under any T-Mobile Collocator; provided, however, that T-Mobile Collocator shall not be required to remove any equipment pads or foundations for T-Mobile Improvements). T-Mobile Collocator's right to occupy and use the T-Mobile Collocation Space of a Site pursuant to this Agreement shall be terminated as of the Termination Date of such Site. At the request of either T-Mobile Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of T-Mobile Collocator's rights at any Site pursuant to this Agreement.

SECTION 4. Rent.

(a) **Collocation Rent.** In advance on the first day of each calendar month during the Term as to all Sites, T-Mobile Collocator shall pay (i) the T-Mobile Ground Rent, as defined below, and (ii) the T-Mobile Collocation Rent, as defined below, the sum of which equals the T-Mobile Total Rent Amount.

"T-Mobile Ground Rent" means, from time to time, the Ground Rent that is then due and payable under the Ground Leases for all Sites less the portion of such Ground Rent that constitutes Tower Operator Ground Rent; provided, however, that the T-Mobile Ground Rent shall not include the Ground Rent payable under the Ground Leases that have been assigned to Tower Operator as a result of Tower Operator exercising a Purchase Option.

"T-Mobile Collocation Rent" means rent in an amount equal to T-Mobile Total Rent Amount, as defined below, less the applicable T-Mobile Ground Rent (regardless of whether the T-Mobile Ground Rent is paid by T-Mobile Collocator to the Paying Agent or, following a Triggering Event, directly to the Ground Lessor pursuant to Section 4(b)).

"T-Mobile Total Rent Amount" means an amount per month that is equal to the number of Sites multiplied by (i) if the CA/NV Inclusion occurs as of the Effective Date, \$1,905 or (ii) if the CA/NV Inclusion does not occur as of the Effective Date, \$1,850, as such amount may be increased or decreased from time to time in accordance with the terms of this Agreement, subject to increase on an annual basis during the Term of this Agreement on the first day of the calendar month following the one year anniversary of the Effective Date and each one year anniversary thereafter (each such date, the **"T-Mobile Total Rent Change Date"**) based on the percentage change in CPI (to the extent it is a positive number) in an amount that is equal to the percentage change between the CPI published 15 months prior to the T-Mobile Total Rent Change Date and the CPI published three months prior to the T-Mobile Total Rent Change Date.

(b) **Paying Agent.** In satisfaction of its obligation to pay T-Mobile Ground Rent and T-Mobile Collocation Rent as provided in Section 4(a), for any month during the Term, T-Mobile Collocator, prior to the occurrence of a Triggering Event, shall pay the T-Mobile Total Rent Amount with respect to all of the Sites hereunder to the Paying Agent. Prior to the first Business Day of each month, T-Mobile Collocator shall be required to transfer to the Paying Agent Account (as defined below) the T-Mobile Total Rent Amount, unless and until a Triggering Event has occurred, in which case T-Mobile Collocator shall not be required to pay the T-Mobile Total Rent Amount to the Paying Agent Account and may instead pay the Ground Rent directly to each applicable Ground Lessor and the T-Mobile Collocation Rent (less any Tower Operator Ground Rent paid by T-Mobile Collocator to the applicable Ground Lessor) directly to Tower Operator. To the extent T-Mobile Collocator pays the T-Mobile Total Rent Amount with respect to all Sites hereunder directly to the Paying Agent, the Paying Agent shall receive and administer such payments made to it in accordance with this Section 4 and a Paying Agent Agreement (the **"Paying Agent Agreement"**) in substantially the form attached as Exhibit G hereto. The Paying Agent Agreement shall provide, among other things and subject to the Transition Services Agreement, that:

(i) The Paying Agent shall establish and maintain a bank account (the **"Paying Agent Account"**) with a financial institution reasonably acceptable to T-Mobile Collocator and Tower Operator. The Paying Agent shall provide T-Mobile Collocator with "view and print only" access to the Paying Agent Account;

(ii) By no later than the 20th day of each month, Tower Operator shall provide T-Mobile Collocators and the Paying Agent with a report which sets forth (a) the T-Mobile Collocation Rent and T-Mobile Ground Rent to be paid by T-Mobile Collocators prior to the first Business Day of the next month and (b) the Ground Rent to be paid to each Ground Lessor, in each case, together with such supporting documentation as T-Mobile Collocators may reasonably request. By no later than the last business day of each month, the Paying Agent shall provide T-Mobile Collocators with a summary report which sets forth all direct deposits made by ACH transfer or wire transfer from the Paying Agent Account during the month preceding the month during which such summary report is to be delivered;

(iii) The Paying Agent shall, upon receiving the T-Mobile Collocation Rent and the T-Mobile Ground Rent payments for any month from T-Mobile Collocator for all Sites that are subject to this Agreement, promptly pay to each applicable Ground Lessor the Ground Rent that is due and payable for such month with respect to the applicable Sites; and

(iv) If for any given month during the Term the aggregate Ground Rent for all Sites hereunder exceeds the aggregate T-Mobile Total Rent Amount for all Sites hereunder, Tower Operator shall pay or cause to be paid such excess aggregate Ground Rent (the "**Tower Operator Ground Rent**") to the Paying Agent (by a transfer to the Paying Agent Account) for distribution to the Ground Lessors or the applicable T-Mobile Collocator if a Triggering Event has occurred and T-Mobile Collocator has paid Ground Rent directly to the applicable Ground Lessor.

(c) **Prorated Rent Payments.** If the Effective Date is a day other than the first day of a calendar month, (i) the applicable T-Mobile Collocation Rent for the period from the Effective Date through the end of the calendar month during which the Effective Date occurs (the "**Initial Period**") shall be prorated on a daily basis, and shall be included in the calculation of and payable with the T-Mobile Collocation Rent for the first full calendar month of the Term, and (ii) T-Mobile Collocator shall timely pay, to the extent it has not already paid, to each Ground Lessor directly, the Ground Rent due and payable under the respective Ground Lease for the Initial Period. If the date of the expiration of the Term as to any Site is a day other than the last day of a calendar month, the applicable T-Mobile Total Rent Amount for such calendar month shall be prorated on a daily basis.

(d) **Revenue Sharing Payments.** T-Mobile Collocator shall pay to Tower Operator (or to the applicable Ground Lessor (x) if required to be paid directly to such Ground Lessor by the terms of the applicable Ground Lease, (y) if a Triggering Event shall have occurred and be continuing or (z) if so instructed by Tower Operator), as and when due and payable under any Ground Lease, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Total Rent Amount for any Site other than Tower Operator Negotiated Increased Revenue Sharing Payments. Each payment of such Transaction Revenue Sharing Payments by T-Mobile Collocator shall identify and specify the Site in respect of which such payment is being made. To the extent T-Mobile Collocator shall have a continuing obligation to make Revenue Sharing payments with respect to any Site for which T-Mobile Collocator has made an initial Revenue Sharing payment in accordance with the immediately preceding sentence, T-Mobile Collocator shall make such continuing Revenue Sharing payments on the same date that such payments are due and payable to the applicable Ground Lessor. Tower Operator shall pay, as and when due and payable, Tower Operator Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Total Rent Amount for any Site.

(e) **Tower Operator Right to Cure Ground Rent Defaults.** If T-Mobile Collocator does not pay all or any portion of the T-Mobile Ground Rent when due and payable, Tower Operator may seek to cure such payment default under any applicable Ground Lease by making payment of the unpaid T-Mobile Ground Rent to the applicable Ground Lessors. Within 10 days following receipt of an invoice therefor, T-Mobile Collocator shall reimburse Tower Operator for all such payments of T-Mobile Ground Rent made by Tower Operator.

(f) **Termination of Rent Obligation.** Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is not able to use or occupy the T-Mobile Collocation Space at a Site for the current or future business activities that it conducts at such Site because of the termination of the underlying Ground Lease, or the failure of Tower Operator to comply with the terms and conditions of this Agreement or the MPL following applicable notice and cure periods, (i) T-Mobile Collocator shall have no further obligation to pay the T-Mobile Collocation Rent or T-Mobile Ground Rent applicable to such Site and (ii) T-Mobile Collocator shall have the right to offset any amounts owed by Tower Operator to T-Mobile Collocator hereunder against the T-Mobile Collocation Rent, the T-Mobile Ground Rent or any other amounts that may become due from T-Mobile Collocator and payable to Tower Operator under this Agreement. The foregoing shall not limit any other rights or remedies of T-Mobile Collocator hereunder.

SECTION 5. *Ground Leases.*

(a) **Compliance With Ground Leases.** Except with respect to the Ground Rent that T-Mobile Collocator is obligated to pay pursuant to Section 4, Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) as if Tower Operator were the "ground lessee" under the applicable Ground Lease and, to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. To the extent that any Ground Lease imposes or requires the performance of the "ground lessee" thereunder of any duty or obligation that is more stringent than or in conflict with any term, covenant, condition or provision of this Agreement, the applicable term, covenant, condition or provision of such Ground Lease shall control and shall constitute the duties and obligations of Tower Operator under this Agreement as to the subject matter of such term, covenant, condition or provision. Tower Operator shall be responsible for any breaches of, or defaults under, any Ground Lease that are caused by Tower Operator's authorized agents and employees. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of T-Mobile Collocator, any T-Mobile Lessor or any T-Mobile Group Member.

(b) **Tower Operator Rights Under Ground Leases.** Tower Operator shall be entitled, subject to the provisions of Section 32, to review, negotiate and execute any Tower Operator Negotiated Renewal, waiver, amendment, extension, renewal, sequential lease, adjacent lease, non-disturbance agreement and other documentation relating to Ground Leases that (i) Tower Operator determines in good faith is on commercially reasonable terms, (ii) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it owned the property to which the Ground Lease relates and (iii) otherwise satisfies the following requirements of this Section 5 (each, an "**Authorized Ground Lease Document**"). T-Mobile Collocator agrees to execute and deliver, as promptly as reasonably practicable and in any event within 10 Business Days following request therefor by Tower Operator, any Authorized Ground Lease Document, any Authorized Collocation Agreement Document and any other document contemplated and permitted by this Agreement or necessary to give effect to the intent of this Agreement and the other Transaction Documents.

(c) **Exercise of Existing Ground Lease Extensions.** During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of this Agreement as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under this Agreement or (C) if T-Mobile has given a Termination Notice relating to such Site.

(d) **Negotiation of Additional Ground Lease Extensions.**

(i) Tower Operator shall be entitled to negotiate and obtain, in accordance with the provisions of Section 32, the further extension of the term of all Ground Leases subject to the provisions of Section 5(b) and this Section 5(d). T-Mobile Collocator, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining such further extensions; provided that T-Mobile Collocator shall not be required to expend any funds in connection therewith.

(ii) Tower Operator shall provide T-Mobile Collocator with notice (a "**Tower Operator Extension or Relocation Notice**") 180 days prior to the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than any such Ground Lease that is scheduled to expire within 24 months following the Effective Date). The Tower Operator Extension or Relocation Notice shall set forth (A) Tower Operator's intent to negotiate an extension or renewal of such Ground Lease (in which case Tower Operator shall provide subsequent notification of the progress of such negotiations, including the successful completion of the negotiations) or (B) Tower Operator's intent to pursue an alternative site that is in all material respects suitable for T-Mobile Collocator's use at no additional cost to T-Mobile Collocator (in which case such notice shall also describe Tower Operator's plans to relocate T-Mobile Communications Equipment in a manner that shall result in no costs to T-Mobile Collocator and no interruption of T-Mobile Collocator's business). In the event Tower Operator elects to pursue an alternative site, and such alternative site is satisfactory to T-Mobile Collocator, in its reasonable and good faith determination, T-Mobile Collocator shall enter into a lease or sublease agreement with Tower Operator with respect to such alternative site and the T-Mobile Communications Equipment shall be relocated to such alternative site.

(iii) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or T-Mobile Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable T-Mobile Lessor shall have the right, but not the obligation, to commence negotiations with the applicable Ground Lessor under the expiring Ground Lease (provided that such T-Mobile Lessor (and its Affiliates) may not commence such negotiations until the date that is 120 days prior to the expiration date of the applicable Ground Lease (or until the date that is 60 days prior to the expiration date of the applicable Ground Lease in the case of a Ground Lease the Ground Lessor in respect of which is a Governmental Authority)) and shall act in good faith to not undermine or adversely affect Tower Operator's economic interests in the applicable Site at any time (including by enlisting the direct or indirect support of a Lease Buyout Firm). Upon notice from the applicable T-Mobile Lessor that it intends to commence such negotiations, Tower Operator shall cease all efforts to negotiate an extension or renewal of the applicable Ground Lease and such T-Mobile Lessor may negotiate an extension or renewal of the applicable Ground Lease on terms and conditions that such T-Mobile Lessor determines in its reasonable discretion. If the applicable T-Mobile Lessor completes the foregoing negotiations for, and executes, such Ground Lease extension or renewal, then such T-Mobile Lessor shall provide notice to Tower Operator of same (the "**T-Mobile Lessor Extension Notice**") and the applicable MPL shall terminate as to the applicable Site as of the day immediately preceding the commencement of such Ground Lease extension or renewal and shall have no further force and effect except for the obligations accruing prior to or as of the termination date for such Site, unless Tower Operator elects to resume its obligations under the applicable MPL and Section 5(a) to comply with all terms, covenants, conditions and provisions of such Ground Lease as if Tower Operator were the "ground lessee" under such Ground Lease by notifying such T-Mobile Lessor of same within 30 days of its receipt of the T-Mobile Lessor Extension Notice. If Tower Operator elects to resume its obligations under the applicable MPL and Section 5(a), then (x) Tower Operator shall indemnify the applicable T-Mobile Lessor for all reasonable costs incurred in connection with the extension or renewal of such Ground Lease and shall be responsible for all incremental costs relating to such Ground Lease going forward, (y) Tower Operator shall accept and comply with the terms of such Ground Lease as negotiated by such T-Mobile Lessor and (z) the applicable MPL and this Agreement shall continue in full force and effect as if such extension or renewal was a Tower Operator Negotiated Renewal.

(iv) The failure of Tower Operator to provide a Tower Operator Extension or Relocation Notice shall not constitute an event of default or allow T-Mobile Collocator to exercise remedies under this Agreement if the expiring Ground Lease is nevertheless extended or renewed, or a new Ground Lease or similar arrangement is entered into, prior to the Ground Lease's expiration.

(v) If a Ground Lease expires before the term of the applicable MPL or this Agreement expires with respect to any Site, then this Agreement shall have no further force and effect as to the T-Mobile Collocation Space within such Site except for the obligations accruing prior to or as of the expiration date for such Site that are then unperformed.

SECTION 6. Condition of the Sites.

(a) Repair and Maintenance of Tower.

(i) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower. Tower Operator shall maintain and conduct, annually and on a rolling basis, a regularly scheduled tower inspection program that meets or exceeds tower industry standards, and upon request of T-Mobile Collocator, Tower Operator shall provide T-Mobile Collocator with a quarterly summary of the results of such inspection (which summary may be provided in electronic form) (the "**Inspection Summary**"). Subject to the other provisions contained in this Agreement, Tower Operator, at its sole cost and expense, shall monitor (including tower marking/lighting systems and alarms, if required), maintain, reinforce and repair each Site such that T-Mobile Collocator and Tower Subtenants may utilize such Site to the extent permitted in this Agreement.

(ii) **Reserved T-Mobile Loading Capacity.** Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable T-Mobile Collocator to install the T-Mobile Reserved Amount of Tower Equipment in the T-Mobile Primary Tower Space on such Tower (the "**Reserved T-Mobile Loading Capacity**"), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall only be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to enable Tower Operator to permit any Person other than T-Mobile Collocator to install Communications Equipment; and

(2) during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the "**T-Mobile Modernization Reservation Period**"), to provide the portion of the Reserved T-Mobile Loading Capacity that (x) existed on such Tower but was not being used by T-Mobile Collocator as of the Effective Date ("**Unused Existing Effective Date Capacity**"), (y) is unavailable at the time that T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment and (z) is unavailable due to the prior installation (following the Effective Date) of Communications Equipment by any Tower Subtenant or Tower Operator; and

(B) Tower Operator shall not be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to provide the portion of the Reserved T-Mobile Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) during the T-Mobile Modernization Reservation Period, to provide the portion of the Unused Existing Effective Date Capacity that is unavailable at the time T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) to enable the installation of any T-Mobile Communications Equipment after the T-Mobile Modernization Reservation Period.

(iii) **Tower Operator Right to Install Equipment.** Tower Operator shall have the right to install its own Communications Equipment or Tower Subtenant Communications Equipment (collectively, "**Third Party Communications Equipment**") outside of the T-Mobile Collocation Space during or after the T-Mobile Modernization Reservation Period subject to the provisions of Section 6(a)(ii); provided, however, that if the application to install Third Party Communications Equipment is made after the T-Mobile Modernization Reservation Period and after Tower Operator has received an application from T-Mobile Collocator to install any of the T-Mobile Reserved Amount of Tower Equipment (regardless of whether such application from T-Mobile Collocator is made before or after the end of the T-Mobile Modernization Reservation Period), Tower Operator shall, to the extent sufficient structural loading capacity exists and provided that (x) T-Mobile Collocator's application to install the T-Mobile Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the T-Mobile Reserved Amount of Tower Equipment occurs not later than 180 days after completion of structural review, allocate the currently available loading capacity first to the subject T-Mobile Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that T-Mobile Collocator requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from T-Mobile Collocator.

SECTION 7. Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.

(a) Subject to the requirements of this Section 7, Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

(b) Whenever Tower Operator or any Tower Operator Indemnitee makes Modifications to any Site or installs, maintains, replaces or repairs any Tower Operator Equipment or Improvements, or permits Tower Subtenants (or any Tower Subtenant Related Party) to install, maintain, replace or repair any Tower Subtenant Communications Equipment or Tower Subtenant Improvement (collectively, the "**Tower Operator Work**"), the following provisions shall apply:

(i) No Tower Operator Work shall be commenced until all certificates, licenses, permits, authorizations, consents and approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work, have been obtained. T-Mobile Collocator shall reasonably cooperate with Tower Operator, at Tower Operator's sole cost and expense, as is reasonably necessary for Tower Operator or a Tower Subtenant to obtain such certificates, licenses, permits, authorizations, consents and approvals.

(ii) No Tower Operator Work may be performed in violation of Section 7(a).

(iii) Tower Operator shall (or shall require Tower Subtenant to) commence and perform the Tower Operator Work in accordance with then-current tower industry standards.

(iv) Tower Operator shall require the Tower Operator Work to be done and completed in compliance in all material respects with all Laws.

(v) All Tower Operator Work shall be performed at Tower Operator's sole cost and expense and Tower Operator shall be responsible for payment of same. Tower Operator may pass through these costs and expenses in whole or in part to a Tower Subtenant. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator shall (or shall require the Tower Operator Indemnitees or Tower Subtenant Related Parties to) pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work.

SECTION 8. T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Subtenants; Interference.

(a) **Interference to T-Mobile Collocator's Operations.** Tower Operator agrees that neither Tower Operator nor any Tower Subtenant whose Communications Equipment is installed or modified (including modifying the frequency at which such equipment is operated) subsequently to T-Mobile Communications Equipment (a "**Subsequent Use**"), shall permit their equipment to interfere with T-Mobile Collocator's permitted FCC licensed transmissions or reception. In the event that T-Mobile Collocator experiences RF interference in excess of levels permitted by the FCC caused by such Subsequent Use, then (i) T-Mobile Collocator shall notify Tower Operator in writing of such RF interference and (ii) Tower Operator shall use commercially reasonable efforts to cause the party whose Subsequent Use is causing such RF interference to immediately take necessary steps to determine the cause of and eliminate such RF interference. If such interference continues for a period in excess of 72 hours after Tower Operator's receipt of notice from T-Mobile Collocator, Tower Operator shall request that Tower Subtenant reduce power or cease operations until such time as Tower Subtenant can make repairs to the interfering equipment. In the event that such Tower Subtenant fails to promptly reduce power or cease operations as requested, then Tower Operator shall terminate the operation of the Communications Equipment causing such RF interference at Tower Operator's (or such Tower Subtenant's) cost if and to the extent permitted by the terms of any applicable Collocation Agreements.

(b) **Interference by T-Mobile Collocator.** Notwithstanding any prior approval by Tower Operator of T-Mobile Communications Equipment, T-Mobile Collocator agrees that it shall not allow T-Mobile Communications Equipment installed or modified subsequently to any Tower Operator or Tower Subtenant's Communications Equipment to cause RF interference to Tower Operator's or any Tower Subtenant's permitted FCC licensed transmissions or reception in excess of levels permitted by the FCC. If T-Mobile Collocator is notified in writing that its operations are causing such RF interference, T-Mobile Collocator shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of 72 hours following such notification, Tower Operator shall have the right to require T-Mobile Collocator to reduce power or cease operations until such time as T-Mobile Collocator can make repairs to the interfering Communications Equipment. In the event that T-Mobile Collocator fails to promptly take such action as agreed, then Tower Operator shall have the right to terminate the operation of the Communications Equipment causing such RF interference, at T-Mobile Collocator's cost, and notwithstanding anything to the contrary contained herein without liability to Tower Operator for any inconvenience, disturbance, loss of business or other damage to T-Mobile Collocator as the result of such actions. T-Mobile Collocator also agrees that it shall neither install T-Mobile Communications Equipment nor subsequently modify it such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with good engineering practices.

(c) **Rights of Tower Subtenants under Collocation Agreements.** Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and to the rights of any Tower Subtenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Collocator.

SECTION 9. T-Mobile Collocation Space.

(a) **Collocation Space.** As used herein, "**T-Mobile Collocation Space**," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the T-Mobile Improvements or T-Mobile Communications Equipment is located, operated or maintained as of the Effective Date, including the air space above such portion of the Land, to the extent such air space is not occupied by a third party or the tower or Communications Equipment owned by Tower Operator on the Effective Date (the "**Effective Date Ground Space**"). In the event that T-Mobile Collocator, as of the Effective Date, occupies less than 240 square feet of Land at such Site, T-Mobile Collocator shall have the exclusive right to occupy up to a maximum area of 240 square feet of contiguous and usable ground space in a 12 foot by 20 foot configuration and the air space above such ground space, to the extent such air space is not occupied by a Tower or Communications Equipment on such Tower or otherwise by a third party on the Effective Date and such space shall be part of the T-Mobile Collocation Space (the greater of such space and the Effective Date Ground Space, the "**T-Mobile Primary Ground Space**"). The T-Mobile Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If contiguous and usable ground space is not available at a Site in a 12 foot by 20 foot configuration, T-Mobile Collocator shall have the exclusive right to occupy 240 square feet of contiguous and usable ground space such Site in such configuration as T-Mobile Collocator elects and such space shall be deemed to be the T-Mobile Primary Ground Space at such Site and shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than 240 square feet of ground space available for T-Mobile Collocator's exclusive use within such Site, the T-Mobile Primary Ground Space at such Site shall be the ground space within such Site occupied by T-Mobile Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the T-Mobile Primary Ground Space shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, if a Site has less than 1,000 square feet of ground space in the aggregate and T-Mobile Collocator's Effective Date Ground Space is less than 240 square feet within such Site, then Tower Operator shall not be obligated to reserve any additional ground space available within such Site as of the Effective Date for T-Mobile Collocator, and the Effective Date Ground Space shall be documented in the Site Lease Agreement for such Site as the T-Mobile Primary Ground Space, and Tower Operator may, at any time during the Term of this Agreement, use or permit a Tower Subtenant to use any ground space that is not then being used by T-Mobile Collocator as part of the Effective Date Ground Space without obtaining T-Mobile Collocator's consent; provided, however, that if, at any point after the Effective Date, T-Mobile Collocator desires to use additional ground space and increase its T-Mobile Primary Ground Space within such Site to up to 240 square feet and such space is not then being used (including committed to use) by Tower Operator or a Tower Subtenant, T-Mobile Collocator shall have the right, after completion of the application and amendment process described in Section 9(e) and entering into an amendment to the Site Lease Agreement for such Site, to increase the T-Mobile Primary Ground Space within such Site to up to 240 square feet by adding such additional ground space and to use such additional ground space at no additional cost to T-Mobile Collocator. If there is insufficient ground space at any Site for the use of other Tower Subtenants, Tower Operator shall have the right to permit such other Tower Subtenants, at their sole cost and expense, to stack ground equipment above the ground equipment maintained by T-Mobile Collocator in the T-Mobile Primary Ground Space;

(ii) The portion of the Tower on such Site on or within which any portion of T-Mobile Communications Equipment is located, operated or maintained (including portions of the Tower on which any antennas, transmission lines, amplifiers, filters and other Tower mounted equipment are located) as of the Effective Date (the "**Effective Date Tower Space**"). In the event T-Mobile Collocator occupies less than eight contiguous vertical feet of space on such Tower, T-Mobile Collocator's exclusive reserved space on such Tower shall include any additional and unoccupied vertical space adjacent to the space occupied by T-Mobile Collocator as is necessary to provide T-Mobile Collocator with such eight contiguous vertical feet of space on such Tower which shall be four contiguous feet of vertical space on each Tower above and below the T-Mobile Primary Tower Space RAD Center on such Tower on the Effective Date (eight feet of vertical space in total) (the greater of such space or the Effective Date Tower Space, the "**T-Mobile Primary Tower Space**"). Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Subtenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space. If such additional space is occupied by a Tower Subtenant on the Effective Date or such configuration is prohibited by Law, Tower Operator shall be required to provide only such additional space as is available or allowed by Law, as applicable. Notwithstanding the foregoing, with respect to Towers that are less than 100 feet in height, upon obtaining T-Mobile Collocator's prior written consent, which consent cannot be subject to any conditions and cannot be unreasonably withheld or delayed (and T-Mobile Collocator's failure to respond to such notice within 10 Business Days shall be deemed to constitute consent thereto), Tower Operator shall have the right to install Communications Equipment of other Tower Subtenants within the T-Mobile Primary Tower Space; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the T-Mobile Communications Equipment located within the T-Mobile Primary Tower Space;

(iii) Any Additional Ground Space;

(iv) Any and all rights pursuant to Section 9(c), Section 9(d), Section 9(g), Section 9(h) and Section 10 and all appurtenant rights reasonably inferable to permit T-Mobile Collocator's full use and enjoyment of the T-Mobile Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9; and

(v) Tower Operator shall prevent and eliminate obstructions on a Site that prevent T-Mobile Collocator from having access to repair and replace all of the T-Mobile Communications Equipment and T-Mobile Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(b) **T-Mobile Collocator Permitted Use.** T-Mobile Collocator shall use the T-Mobile Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of T-Mobile Collocator's Communications Facility. T-Mobile Collocator shall not use the T-Mobile Collocation Space at any Site in a manner that would reasonably be expected to materially impair Tower Operator's rights or interest in such Site or in a manner that would reasonably make possible a Claim or Claims of adverse possession by the public, as such, or any other Person (other than T-Mobile Collocator), or of implied dedication of such T-Mobile Collocation Space. Except as specifically permitted hereunder, T-Mobile Collocator shall have no right to use or occupy any space at any Site other than the T-Mobile Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its T-Mobile Collocation Space with any Affiliate or third party (except with exclusive Backhaul Operators as specifically permitted in Section 19(d)). T-Mobile Collocator's use of the T-Mobile Collocation Space and its Communication Equipment (except as specifically permitted hereunder) shall not compete with Tower Operator's collocation business, operations or collocation activities at the Sites or in any way prevent, diminish, hinder or interfere with Tower Operator's opportunity to derive collocation revenue from the Sites (it being understood and agreed that the foregoing would prohibit T-Mobile Collocator from utilizing the T-Mobile Collocation Space or its Communication Equipment to engage in network hosting without entering into a collocation agreement with Tower Operator that permits such use (which collocation agreement must be reasonably satisfactory to Tower Operator and provide additional compensation to Tower Operator)). Notwithstanding anything to the contrary herein, T-Mobile Collocator shall be permitted to use the radio frequency signal generated by the T-Mobile Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services.

(c) **Reserved Amount of Tower Equipment in T-Mobile Collocation Space.** As to each Site, T-Mobile Collocator shall have the right, at any time, to install, maintain, modify, replace and operate in the T-Mobile Collocation Space on the Tower any Communications Equipment consisting of the greater of (i) antennas, remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 21,000 square inches and up to 24 lines of Cables or (ii) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables having an aggregate Wind Load Surface Area that is not in excess of the aggregate Wind Load Surface Area of the antennas, remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (collectively, the "**T-Mobile Reserved Amount of Tower Equipment**"). Schedule 9(c) attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment; provided that the example calculations set forth in Schedule 9(c) are intended as examples only and not as a limitation or prescription on the configurations of the actual T-Mobile Communications Equipment. The foregoing shall not limit T-Mobile Collocator's rights to place in the T-Mobile Collocation Space on a Tower, panel antennas or Cables of different size or structural loading characteristics or equipment of a different shape or technology or a different transmission frequency than that which exists on such Tower on the Effective Date; provided that (x) T-Mobile Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and equipment do not exceed the Wind Load Surface Area and the structural loading capacity of the T-Mobile Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, T-Mobile Collocator shall have the right to install, maintain, modify, replace and operate, at no additional collocation rent, any Communications Equipment and Improvements that it deems necessary in the T-Mobile Primary Ground Space. All modifications, additions and replacements of any Communications Equipment in the T-Mobile Collocation Space on the Tower that do not constitute Additional Equipment pursuant to Section 9(d) may be made without any increase in the T-Mobile Total Rent Amount. Notwithstanding the above, the windloading of Communications Equipment on a Tower for structural capacity and other purposes shall be determined in accordance with Tower Operator's standard protocols and procedures for determining effective projected area. Exhibit E attached hereto contains sample calculations of the effective projected area for the hypothetical configuration of Communications Equipment set forth in Schedule 9(c).

(d) **Additional T-Mobile Communications Equipment In the T-Mobile Collocation Space.** T-Mobile Collocator may apply to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the T-Mobile Primary Tower Space in excess of the T-Mobile Reserved Amount of Tower Equipment (collectively "**Additional Equipment**"); provided that there is sufficient structural load capacity available on the Tower at the time T-Mobile Collocator applies to install such Additional Equipment. The application shall be processed and an amendment to the subject Site Lease Agreement shall be executed to document any Additional Equipment or any changes to existing equipment as of Effective Date in accordance with Section 9(e).

(e) **Application and Amendment Process.**

(i) T-Mobile Collocator's rights to install and operate any T-Mobile Communications Equipment at a Site in addition to or in replacement of the T-Mobile Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional T-Mobile Communications Equipment or modification of the existing T-Mobile Communications Equipment at a Site shall not commence, until the following conditions are satisfied: (A) Tower Operator has received any written consent required under the Ground Lease to allow Tower Operator to permit such installation or modification, (B) T-Mobile Collocator has submitted to Tower Operator and Tower Operator has approved T-Mobile Collocator's application for such installation or modification (a "**Site Engineering Application**"); (C) Tower Operator has received and approved T-Mobile Collocator's drawings showing the installation or modification of the T-Mobile Communications Equipment; (D) Tower Operator has reviewed and accepted all permits obtained by T-Mobile Collocator for its installation or Modification of the T-Mobile Communications Equipment and all required regulatory or governmental approvals of T-Mobile Collocator's proposed installation or modification at the Site; (E) Tower Operator has received a waiver of any applicable rights of first refusal in and to the space in which any new equipment shall be located as identified by T-Mobile Collocator in the Site Engineering Application; (F) any Site Application Fee, Application Revision Fee, Inspection Fee for Third Party Work, Regulatory Fees, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study and any other applicable fees have been paid (such fees shall be determined from time to time in accordance with Tower Operator's current business practices and prevailing rates), (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed; and (H) Tower Operator has issued a notice to proceed with the proposed installation or modification; provided that if the conditions precedent listed in clauses (A) through (H) of this sentence are satisfied or determined not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install T-Mobile Communications Equipment that is within the T-Mobile Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed. If any applicable condition precedent is not satisfied within 180 days of the date of the amendment of the subject Site Lease Agreement or within such other period as may be specified in the subject amendment of the Site Lease Agreement, Tower Operator and T-Mobile Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement. The terminating party shall provide notice to the other party in the event that the amendment of the subject Site Lease Agreement is terminated due to failure to satisfy conditions precedent. Tower Operator shall endeavor to obtain, and T-Mobile Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) T-Mobile Collocator must provide Tower Operator with copies of any zoning application or amendment that T-Mobile Collocator submits to the applicable zoning authority in relation to its installation or modification of Equipment at a Site at least 72 hours prior to submission to the applicable zoning authority. Tower Operator also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Tower Subtenant, as a condition of such zoning authority's approval and that would or could reduce the duration of the use of the subject Site or the operations thereon or decrease the value of the Site or its use or impair or impede Tower Operator's or the Tower Subtenants' operations at the Site, or create a risk of regulatory violations; provided, however, that Tower Operator shall not unreasonably reject any conditions of approval if none of the foregoing factors are present in Tower Operator's judgment and T-Mobile Collocator agrees to pay the cost of satisfying such conditions of approval. T-Mobile Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by T-Mobile Collocator, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

(f) **Lease and Sublease; Appurtenant Rights.** T-Mobile Collocator and Tower Operator expressly acknowledge that (i) the T-Mobile Collocation Space at each Lease Site is deemed to be leased, subleased or otherwise made available by T-Mobile Lessor to Tower Operator pursuant to the applicable MPL, and subleased back or otherwise made available to T-Mobile Collocator, pursuant to this Agreement, and (ii) the T-Mobile Collocation Space at each Managed Site shall be deemed reserved for or otherwise be made available to T-Mobile Collocator pursuant to this Agreement, in each case at each Lease Site and Managed Site for the exclusive possession (subject to Section 9(a), (ii)) and use by T-Mobile Collocator (except as otherwise expressly provided herein), whether or not such T-Mobile Collocation Space is now or hereafter occupied. T-Mobile Collocator shall have the right to occupy at all times the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting T-Mobile Collocation Space and to repair, replace and modify any equipment of T-Mobile Collocator therein or thereon. Tower Operator also grants to T-Mobile Collocator as to each Site, and T-Mobile Collocator reserves and shall at all times retain (for the benefit of T-Mobile Collocator), subject to the terms of this Agreement, the Ground Leases, the rights of Tower Subtenants and applicable laws:

(i) **Site Access.** A non-exclusive right and easement (over the surface of the Site) for ingress to and egress from the entire Site, and access to the entire Tower and all Improvements to such Site and Tower, at such times (on a 24-hour, seven day per week basis unless otherwise limited by the Ground Lease, but subject to giving Tower Operator at least one Business Day's prior notice), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as T-Mobile Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors consultants, representatives, or other persons authorized by T-Mobile Collocator) deems reasonably necessary in connection with its full use and enjoyment of the T-Mobile Collocation Space, including a right to construct, install, use, operate, maintain, repair and replace all of its equipment now or hereafter located in the applicable T-Mobile Collocation Space;

(ii) **Tower Access.** The right to undertake any activity that involves having T-Mobile Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by T-Mobile Collocator climb the Tower at any Site; provided, however, that T-Mobile Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that T-Mobile Collocator shall, except in the event of an Emergency, give Tower Operator at least one Business Day's prior written notice of its intention to exercise such right;

(iii) **Storage.** The right, exercisable during periods in which T-Mobile Collocator is actively performing work at a Site, to use any unoccupied portion of the ground space at the applicable Site for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that T-Mobile Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site upon 10 days' prior written notice from Tower Operator if such unoccupied portion of the Site is under sublease or other occupancy arrangement with a Tower Subtenant that is prepared to take occupancy of such portion of the Site or is otherwise required for use by Tower Operator for work or storage at such Site; and

(iv) **Utility Lines.** A non-exclusive right and easement for the use, operation, maintenance, repair and replacement of all utility lines, Cables and all equipment and appurtenances located on the Site and providing electrical, gas and any other utility service to T-Mobile's Communications Facility on the Site, which right and easement includes the right of T-Mobile Collocator and its agents, employees and contractors to enter upon the Site to repair, maintain and replace such utility facilities. T-Mobile Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) **Maintenance.** T-Mobile Collocator shall, at all times during the Term as to any Site, at T-Mobile Collocator's sole cost and expense, keep and maintain T-Mobile Communications Equipment and T-Mobile Improvements in a structurally safe and sound condition and in working order, in accordance with the general standard of care in the telecommunications industry, subject to Tower Operator's obligations with respect to the maintenance, repair and reinforcement of the Included Property hereunder.

(h) **No Obligation With Respect to Communications Facility.** In addition to, and not in limitation of any right of T-Mobile Collocator under Section 3), and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing T-Mobile Collocator's payment obligations hereunder in any manner, including its obligation to pay the T-Mobile Total Rent Amount, T-Mobile Collocator shall not have any obligation to occupy or to operate a Communications Facility on the T-Mobile Collocation Space of any Site, and T-Mobile Collocator shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating T-Mobile's Communications Facility on the T-Mobile Collocation Space of such Site, and retain its right to such T-Mobile Collocation Space.

(i) **Restoration.** T-Mobile Collocator shall restore any property damage (normal wear and tear excepted) to any Site or appurtenant property or any access roads thereto caused, following the Effective Date, by motor vehicles, trucks or heavy equipment of T-Mobile Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by T-Mobile Collocator within 30 days after written notice from Tower Operator (or if not capable of being performed within such 30-day period, then within a reasonable period of time, provided that T-Mobile Collocator is actively and diligently pursuing completion of such restoration work), Tower Operator may, but shall not be obligated to perform such work on behalf of and for the account of T-Mobile Collocator, and T-Mobile Collocator shall reimburse Tower Operator for the reasonable costs of such restoration work within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by T-Mobile Collocator to any Site or appurtenant property or access roads and any failure by T-Mobile Collocator to cure such damage as required hereby, shall not constitute a breach of or default by Tower Operator under this Agreement or give rise to any obligation by Tower Operator to indemnify T-Mobile Collocator's Indemnitees under this Agreement.

(j) **Waiver.** Tower Operator agrees to and does hereby waive and relinquish any lien of any kind and any and all rights, statutory or otherwise, including levy, execution and sale for unpaid rents, that Tower Operator may have or obtain on or with respect to any T-Mobile Communications Equipment or T-Mobile Improvements which shall be deemed personal property for the purposes of this Agreement, whether or not the same is real or personal property under applicable Law.

SECTION 10. *Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space.*

(a) **Tower and Site Modifications.** With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the T-Mobile Reserved Amount of Tower Equipment, Tower Operator may, upon request by T-Mobile Collocator and at T-Mobile Collocator's cost and expense (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Total Rent Amount or payment of any fee or charge to Tower Operator), make any Modifications to a Tower that it reasonably deems necessary to increase the structural capacity of such Tower to support the T-Mobile Reserved Amount of Tower Equipment; provided that the costs of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing commercial prices at the relevant time. The structural loading capacity of a Tower and the structural loading thereon shall be determined based on a structural report obtained by Tower Operator at T-Mobile Collocator's cost. If Tower Operator increasing the height of a Tower at the request of T-Mobile Collocator results in a requirement for FAA mandated lighting of such Tower, T-Mobile Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration for the Tower ("**ASR**"), including any environmental studies, and the cost of industry-standard lighting equipment

for Tower Operator to monitor the lighting of such Tower, similar to the monitoring equipment at other lighted Sites and the reasonable and customary ongoing electrical expense and other operating expenses associated with maintaining such Tower lighting. If the increase in Tower height at the request of T-Mobile Collocator results in a requirement to detune the Tower, T-Mobile Collocator shall pay the cost of the related detuning equipment and its installation. If T-Mobile Collocator desires to replace or reinforce a Tower and requests that Tower Operator perform such work, Tower Operator shall or shall cause such work to be performed, and T-Mobile Collocator shall pay the actual, customary and reasonable one-time cost of such work (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Total Rent Amount or payment of any fee or charge to Tower Operator), together with all actual, customary and reasonable costs incident thereto and a mutually acceptable construction management fee, within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(b) **Right of Substitution.** (i) Notwithstanding anything to the contrary contained in this Agreement, within 15 Business Days after request by T-Mobile Collocator, Tower Operator shall notify T-Mobile Collocator whether there is any Available Space in respect of any Site. If any such Available Space then exists, T-Mobile Collocator shall have the one-time Right of Substitution as to such Available Space upon completing Tower Operator's standard application and amendment procedures, as described in Section 9(e), and obtaining the prior written consent of Tower Operator, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tower Operator shall be entitled to perform, in its reasonable discretion, a structural analysis, at T-Mobile Collocator's sole cost and expense, prior to consenting to such Right of Substitution. For the avoidance of doubt, T-Mobile Collocator may only exercise a Right of Substitution one time with respect to each Site.

(ii) If T-Mobile Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the Communications Equipment and Improvements of T-Mobile Collocator on the Site (at T-Mobile Collocator's expense) the previously existing T-Mobile Collocation Space of the applicable Site shall automatically be released by T-Mobile Collocator and become a part of the Available Space of such Site and T-Mobile Collocator shall deliver such space in good condition, repair and order, reasonable wear and tear excepted, and shall remove all T-Mobile Communications Equipment therefrom and restore any damage thereto caused by, through or under any T-Mobile Group Member. Subject to the terms of this Agreement, and concurrently therewith, the Available Space on such Site to which the Communications Equipment and Improvements of T-Mobile Collocator have been relocated shall automatically become and constitute the T-Mobile Collocation Space.

(iii) The Parties shall promptly execute an amendment to the applicable Site Lease Agreement for the Site at which such Right of Substitution was exercised. T-Mobile Collocator shall, at its cost and expense, complete the relocation of its Communications Equipment.

(c) **Additional Ground Space.** If T-Mobile Collocator deems it necessary to obtain additional ground space ("**Additional Ground Space**") to accommodate T-Mobile Collocator's needs at any Site, T-Mobile Collocator and Tower Operator shall cooperate to determine the availability of such space and negotiate the lease of such additional space if available on such Site or determine how to secure such space if it is not available on such Site and shall follow Tower Operator's standard application and amendment procedures as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available at such Site, Tower Operator and T-Mobile Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which T-Mobile Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time T-Mobile deems it necessary to obtain such Additional Ground Space. Tower Operator shall be entitled to additional rent from T-Mobile Collocator if (i) the Additional Ground Space includes space outside of the ground space of the Site at the Effective Date or (ii) space in excess of the greater of (x) the Effective Date Ground Space and (y) 240 square feet of ground space.

(d) **Required Ground Lessor and Governmental Consents.** If the installation of any T-Mobile Communications Equipment, T-Mobile Improvement or any Tower Modification that T-Mobile Collocator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, T-Mobile Collocator shall be responsible for obtaining the same at its sole cost and expense. If the installation of any Communications Equipment, Improvement or any Tower Modification that Tower Operator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, Tower Operator shall be responsible for obtaining the same at its sole cost and expense or at the cost and expense of the applicable Tower Subtenant.

SECTION 11. [Reserved].

SECTION 12. Limitations on Liens. T-Mobile Collocator shall not create or incur (and shall cause its Affiliates not to create or incur) any Lien (other than Permitted Encumbrances) against all or any part of any Site. If any such Lien (other than Permitted Encumbrances) is filed against all or any part of any Site as a result of the acts or omissions of T-Mobile Collocator or any of its Affiliates, T-Mobile Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after obtaining knowledge of such Lien. If T-Mobile Collocator fails to cause any such Lien (other than Permitted Encumbrances) to be discharged within such 30-day period, Tower Operator shall have the right, but not the obligation, to cause such Lien to be discharged and may pay the amount of such Lien in order to do so. If Tower Operator makes any such payment, all amounts paid by Tower Operator shall be payable by T-Mobile Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to T-Mobile Collocator for the same.

SECTION 13. Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims.

(a) Tower Operator Indemnity.

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

- Agreement;
- (A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;
 - (B) Tower Operator's use, operation, maintenance or occupancy of any part of a Site in violation of the terms of this Agreement or any applicable Ground Lease;
 - (C) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors;
- and
- (D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement;

provided, however, that notwithstanding the foregoing, Tower Operator will (x) only be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of Section 32 in the event that the Purchase Option with respect to the applicable Site is not exercised by the Tower Operator in accordance with the applicable MPL and (y) not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

(b) **T-Mobile Collocator Indemnity.**

(i) Without limiting T-Mobile Collocator's other obligations under this Agreement, T-Mobile Collocator agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that T-Mobile Collocator elects to perform under Section 24);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of this Agreement or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with T-Mobile Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that T-Mobile Collocator shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 13(a) or Section 13(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 13. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 13(a) or Section 13(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 13(a) or Section 13(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Sections 33(i) and 33(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Subtenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by T-Mobile Collocator, in each case without T-Mobile Collocator's consent which shall not be unreasonably withheld, conditioned or delayed.

SECTION 14. Waiver of Subrogation; Insurance.

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and T-Mobile Collocator each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and T-Mobile Collocator shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Subtenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "all risk" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **T-Mobile Collocator Insurance.** For each Site, T-Mobile Collocator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to its T-Mobile Collocation Space at such Site, paying as they become due all premiums for such insurance:

(i) Commercial general liability insurance insuring against all liability of T-Mobile Collocator and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of the T-Mobile Collocation Space of such Site, in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits not less than \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of T-Mobile Collocator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence; and

(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage.

(d) **Insurance Premiums; Additional Insureds and Notice of Cancellation.** Tower Operator and T-Mobile Collocator shall each pay all premiums for the insurance coverage which such Party is required to procure and maintain under this Agreement. Each insurance policy maintained by Tower Operator and T-Mobile Collocator (i) shall name the other Party as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance; and (ii) shall provide that the policy cannot be canceled by the insurer as to the other Party except after the insurer gives the other Party 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), each party agrees to provide the other with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. Tower Operator and T-Mobile Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that such Party is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(e) **Increased Policy Amounts.** All policy amounts set forth in this Section 14 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located.

(f) **Other Insurance.** Tower Operator and T-Mobile Collocator each agrees that it shall not, on its own initiative or pursuant to the request or requirement of any Tower Subtenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by it pursuant to this Section 14, unless the other is named in the policy as an additional insured or loss payee, if and to the extent applicable. Tower Operator and T-Mobile Collocator shall each immediately notify the other whenever any such separate insurance is taken out by it and shall deliver to the other original certificates evidencing such insurance.

SECTION 15. *Estoppel Certificate.* Tower Operator and T-Mobile Collocator each, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which the T-Mobile Total Rent Amount and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

SECTION 16. *Assignment and Transfer Rights.*

(a) Tower Operator Assignment and Transfer Rights.

(i) Without the prior written consent of T-Mobile Collocator, Tower Operator may not assign this Agreement; provided that T-Mobile Collocator's consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreement), (iii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Transaction Document) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Subtenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii) Tower Operator shall deliver to T-Mobile Collocator documentation reasonably satisfactory to it confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii) If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement and under the applicable MPL.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 16 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(b) **T-Mobile Collocator Assignment and Transfer Rights.**

(i) T-Mobile Collocator may not, without the prior written consent of Tower Operator, assign this Agreement, or any of its rights, duties or obligations under this Agreement, including its rights to any Site or the T-Mobile Collocation Space at such Site, to any Person or, except as permitted under Section 19(d), sublease or grant concessions or other rights for the occupancy or use of any portion of the T-Mobile Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee meets the Assumption Requirements and is (A) an Affiliate of T-Mobile Collocator, (B) a successor Person by way of merger, consolidation, or other reorganization or by operation of law or to any Person acquiring substantially all of the assets of T-Mobile Collocator or (C) in any market in which T-Mobile Collocator has ceased to operate or shall cease to operate after the consummation of the transaction that is the subject of the assignment in a manner that requires the use of the Towers in such market, T-Mobile Collocator may assign the T-Mobile Collocation Space at any Site to any wireless communications end user that intends to use the T-Mobile Collocation Space for its own wireless communications business and that enters into an agreement and consent with Tower Operator that is reasonably satisfactory to Tower Operator (collectively, a "**T-Mobile Assignee**," and such assignment, a "**T-Mobile Transfer**"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by a T-Mobile Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If T-Mobile Collocator effects a T-Mobile Transfer, then, in the case of a T-Mobile Transfer to any Person with a rating of BBB- or higher from Standard & Poor's Ratings Services or Baa3 or higher from Moody's Investor Services, the obligations of T-Mobile Collocator with respect to the portion of the T-Mobile Collocation Space that is the subject of the T-Mobile Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee of T-Mobile Collocator's interest in and to such portion of the T-Mobile Collocation Space for performance of all of the duties and obligations of T-Mobile Collocator under this Agreement with respect to such T-Mobile Collocation Space from and after the date of the T-Mobile Transfer. Otherwise, in the event of any T-Mobile Transfer, T-Mobile Collocator shall remain liable under this Agreement for the performance of T-Mobile Collocator's duties and obligations hereunder as to such applicable T-Mobile Collocation Space that is the subject of the T-Mobile Transfer.

(iii) If T-Mobile Collocator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than its entire interest in the T-Mobile Collocation Space at any Site to a T-Mobile Assignee, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of T-Mobile Collocator under this Agreement.

(iv) T-Mobile Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which T-Mobile Collocator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations of T-Mobile Collocator under this Agreement to the extent of any such assignment (provided that T-Mobile Collocator's delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) T-Mobile Parent may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including under Section 34, to any Person. Each of T-Mobile Parent and T-Mobile Collocator hereby agrees that any attempt of T-Mobile Parent or T-Mobile Collocator to assign its interest in this Agreement or any of its rights, duties or obligations under this Agreement, in whole or in part, in violation of this Section 16(b) shall constitute a default under this Agreement and shall be null and void *ab initio*.

(vi) In the event of any T-Mobile Transfer or other disposition by T-Mobile Collocator of its interest in the T-Mobile Collocation Space to any Person that is a competitor of Tower Operator or any of its Affiliates, all rights of T-Mobile Collocator relating to, and the associated obligations of Tower Operator with respect to, the T-Mobile Reserved Amount of Tower Equipment and the Reserved T-Mobile Loading Capacity shall automatically terminate and in no event shall such rights transfer to or otherwise benefit such Person.

SECTION 17. Environmental Covenants.

(a) **Tower Operator Environmental Covenants.** Tower Operator covenants and agrees that (i) Tower Operator shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Tower Operator shall have the right to bring, use, keep and allow any Tower Subtenant to bring and keep on any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the tower industry reasonably necessary for the operation and maintenance of each Site or that are being used at the relevant Site on the Effective Date; (ii) Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws; (iii) Tower Operator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; (iv) except as provided in Section 17(b)(iv), Tower Operator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws after the Effective Date. Tower Operator shall promptly notify T-Mobile Collocator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

(b) **T-Mobile Collocator Environmental Covenants.** T-Mobile Collocator covenants and agrees that, from and after the Effective Date, as to each Site upon which it leases or otherwise uses or occupies any T-Mobile Collocation Space (i) T-Mobile Collocator shall not conduct or allow to be conducted upon any such T-Mobile Collocation Space of any Site any business operations or activities, or employ or use a T-Mobile Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that T-Mobile Collocator shall have the right to bring, use and keep on the T-Mobile Collocation Space of any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the telecommunications industry reasonably necessary for the operation and maintenance of each T-Mobile Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) T-Mobile Collocator shall carry on its business and operations on the T-Mobile Collocation Space of any Site in compliance with, and shall remain in compliance with, all applicable Environmental Laws unless non-compliance results from the acts or omissions of Tower Operator or any Tower Subtenant; (iii) T-Mobile Collocator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials unless non-compliance results from the acts or omissions of Tower Operator or any Tower Subtenant; (iv) to the extent such Hazardous Materials were deposited by T-Mobile Collocator or any of its Affiliates, agents, employees, engineers, contractors or subcontractors, T-Mobile Collocator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws; and (v) T-Mobile Collocator shall promptly notify Tower Operator in writing if T-Mobile Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) T-Mobile Collocator has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from the T-Mobile Collocation Space of, or otherwise affecting, any Site, (C) T-Mobile Collocator may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) the T-Mobile Collocation Space of any Site or the Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law. To the extent requested by Tower Operator, T-Mobile Collocator agrees to provide copies of all material safety data sheets for approved Hazardous Materials brought to any Site and annual inventories of such Hazardous Materials present at any Site to Tower Operator, no later than December 31 of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, T-Mobile Collocator must provide notice to Tower Operator of any above ground or underground storage tank installed by T-Mobile Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. T-Mobile Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

SECTION 18. Taxes. T-Mobile Collocator shall be responsible for and shall pay all sales Taxes or Taxes in the nature of sales Taxes (including Taxes such as the Arizona privilege Tax and the New Mexico gross receipts Tax) with respect to any rent payments under this Agreement; provided, however, that T-Mobile Collocator shall not be responsible for any such Tax unless (i) Tower Operator notifies T-Mobile Collocator of its obligation under this Section 18 within 18 months after the billing date for the corresponding rent payment or (ii) the liability for such Tax is based on an administrative ruling or judicial decision that occurs after the end of such 18-month period. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to T-Mobile Collocator of the applicable ruling or decision and give T-Mobile Collocator a reasonable opportunity to contest its liability for the Tax.

SECTION 19. Use of Easements and Utilities.

(a) Subject to any conditions in the applicable Ground Lease and in any applicable easements, T-Mobile Collocator shall have the right to use; (i) any existing easements benefiting the Land, (ii) any existing facilities for access to the Land and the Site and (iii) any existing facilities for utilities available to Tower Operator under the Ground Lease. Subject to any conditions in the applicable Ground Lease and in any applicable easements and to any approval of Tower Operator required under this Agreement, T-Mobile Collocator shall have the right to modify, improve and install, at its own expense, wires, Cables, conduits, pipes and other facilities on, over, under and across the Land or in any easement benefiting the Land, for the benefit of the T-Mobile Communications Equipment. If any easement benefiting the Land is insufficient for T-Mobile Collocator's use under this Section 19, then Tower Operator shall cooperate with T-Mobile Collocator to obtain easement rights from the Ground Lessor or adjacent property owner sufficient for T-Mobile Collocator's use and at no additional cost to Tower Operator.

(b) As among T-Mobile Collocator and all new Tower Subtenants, Tower Operator shall cause utility charges to be separately metered. T-Mobile Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by T-Mobile Collocator at each Site in the operation of T-Mobile's Communications Facility at such Site. Notwithstanding the foregoing provisions of this Section 19, if the applicable utility service provider shall not render a separate bill for T-Mobile Collocator's usage, T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual metered usage at the rate charged to Tower Operator by the applicable utility service provider, or if Tower Operator is prohibited from installing a separate meter to measure T-Mobile Collocator's usage, T-Mobile Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and T-Mobile Collocator agree to cooperate in determining a method by which to measure or estimate T-Mobile Collocator's usage if the usage is not capable of actual measurement). Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to T-Mobile Communications Equipment. T-Mobile Collocator shall pay for all utility services utilized by T-Mobile Collocator and its Affiliates in its operations at each Site prior to delinquency.

(c) If not prohibited by applicable Laws, T-Mobile Collocator shall allow Tower Operator to use T-Mobile Collocator's power sources at all Sites with tower lighting systems, solely for the purpose of providing electrical power for Tower Operator's light monitoring equipment on such Site and to maintain Tower lighting on such Site as required under this Agreement and applicable Law, and subject to the terms of the Transition Services Agreement. Connecting Tower Operator's light monitoring equipment to T-Mobile Collocator's electrical power source (unless necessary as a result of an increase in the height of a Tower due to a Modification made at the request of T-Mobile Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses T-Mobile Collocator's power sources, Tower Operator may continue to use such T-Mobile Collocator power sources in consideration of a monthly payment of \$50.00 for incandescent lighting or \$20.00 for strobe and LED lighting. Tower Operator may connect to its own power source and stop using T-Mobile Collocator's power source at any time, upon which its obligation to make such monthly payments shall cease. Notwithstanding anything to the contrary contained herein, Tower Operator is not required to obtain its own power source for lighting and monitoring equipment if lighting at a Site is not required under applicable Law (including approvals granted by any local zoning board) or other existing written agreement.

(d) T-Mobile Collocator may sublease, license or sublicense all or any portion of the T-Mobile Collocation Space at any Site to any Backhaul Operator (as defined below) providing Backhaul Services (as defined below) exclusively to T-Mobile Collocator in connection with the operation of T-Mobile Collocator's communications network and allow such Backhaul Operator to use its network, T-Mobile Communications Equipment, T-Mobile Improvements or Communications Facility; provided, however, that (i) T-Mobile Collocator shall follow the application and amendment requirements set forth in Section 9(e) with respect to such sublease, license or sublicense and (ii) substantially concurrently with and as a condition precedent to such sublease, license or sublicense T-Mobile Collocator shall enter into a three-party agreement with Tower Operator and such Backhaul Operator, which agreement shall, among other things, provide that if at any time such Backhaul Operator provides Backhaul Services to any Tower Subtenant, then such Backhaul Operator shall pay rent to Tower Operator for the space occupied by its equipment at fair market rates (to be further described in such three-party agreement). "**Backhaul Operator**" means a Person providing services to transmit voice, video, internet or data from a Site to another location. "**Backhaul Services**" means, with respect to a Site, the transmission of voice, video, internet or data originating from T-Mobile Collocator or a Tower Subtenant Communications Equipment base station appurtenant to such Site.

SECTION 20. Compliance with Law; Governmental Permits.

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property of each Site (including the Tower on such Site). Without limiting the generality of the immediately preceding sentence, Tower Operator shall maintain and repair (i) any ASR signs or radio frequency emission caution, notice, or alert signs at each Site in good and legible order in compliance with applicable Law and (ii) any AM detuning equipment present at each Site and, if required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Each FCC-required ASR sign shall contain Tower Operator's contact information. Tower Operator shall conduct annual inspections of all Sites; provided that until the requisite waiver from the FCC has been obtained by the applicable T-Mobile Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of such T-Mobile Lessor. T-Mobile Collocator shall, at its own cost and expense, comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site. Each T-Mobile Lessor agrees, promptly after the conversion of the Tower monitoring system at the Sites to Tower Operator's network operations center, to petition the FCC to waive its rights to quarterly inspection of all lighted Towers of such T-Mobile Lessor for which such waiver has not already been obtained.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Collocator or its Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Collocator by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Collocator any documentation that may be necessary for T-Mobile Collocator to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Collocator to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) T-Mobile Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site. Tower Operator shall consider in good faith any advice provided by T-Mobile Lessors to Tower Operator regarding compliance with FCC and FAA regulations and shall confer with T-Mobile Lessors, from time to time in the ordinary course of business, regarding Tower Operator's protocols and procedures relating to compliance with FCC and FAA regulations.

(e) T-Mobile Collocator shall be afforded access, at reasonable times and upon reasonable prior notice, to all of Tower Operator's records, books, correspondence, instructions, blueprints, permit files, memoranda and similar data relating to the compliance of the Towers with all applicable Laws, except privileged or confidential documents or where such disclosure is prohibited by Law. Any information described in this [Section 20\(e\)](#) shall be open for inspection upon reasonable notice by T-Mobile Collocator, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office and shall be retained by Tower Operator for a period of three years after the expiration of this Agreement.

(f) If, as to any Site, any material certificate, permit, license, easement or approval relating to the operation of such Site is canceled, expires, lapses or is otherwise withdrawn or terminated (except as a result of the acts or omissions of T-Mobile Collocator or its Affiliates, agents or employees) or Tower Operator has breached any of its obligation under this [Section 20](#), and Tower Operator has not confirmed to T-Mobile Collocator, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such non-compliance or, after commencing to remedy such non-compliance, Tower Operator is not diligently acting to complete the remedy thereof, then T-Mobile Collocator shall have the right, in addition to its other remedies pursuant to this Agreement, at law, or in equity, to take appropriate action to remedy any such non-compliance and be reimbursed for its costs from Tower Operator as provided in [Section 24](#). Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to obtain or restate (or otherwise provide information for T-Mobile Collocator to obtain or restate) any certificates, permits, licenses, easements or approvals that (i) relate exclusively to T-Mobile Communications Equipment itself or (ii) were canceled, expired, lapsed or were otherwise withdrawn or terminated due to a violation by T-Mobile Collocator that predated the Effective Date. T-Mobile Collocator shall, at all times, keep, operate and maintain T-Mobile Communications Equipment at each Site in a safe condition, in good repair, in accordance with applicable Laws and with the general standard of care in the telecommunications industry.

(g) The following provisions shall apply with respect to the marking/lighting systems serving the Sites (but only if such marking/lighting systems are required by applicable Law (including approvals granted by the FAA, FCC, and any local zoning board or in place as of the Effective Date) or existing written agreements):

(i) In addition to the requirements set out elsewhere in this Section 20 and Section 21, for each Site, Tower Operator agrees to monitor the lighting system serving such Site in accordance with the requirements of applicable Law and file all required Notice To Airmen ("**NOTAM**") and other required reports in connection therewith. In addition, Tower Operator agrees, as soon as practicable, to repair any failed lighting system and deteriorating markings in accordance with the requirements of applicable Law in all material respects. Tower Operator shall simultaneously provide T-Mobile Collocator with a copy of any NOTAM and a monthly report in electronic format describing all pertinent facts relating to the lighting system serving the Sites, including lighting outages, status of repairs, and location of outages.

(ii) In addition to and not in limitation of Section 25(c), if Tower Operator defaults under this Section 20(g), and Tower Operator has not confirmed to T-Mobile Collocator, within 48 hours of obtaining notice thereof, that Tower Operator is commencing to remedy such default or, after commencing to remedy such default, Tower Operator is not diligently acting to complete the remedy thereof, in addition to its other remedies pursuant to this Agreement, at law, or in equity, T-Mobile Collocator may elect to take appropriate action to repair or replace any aspect of the marking/lighting system, in which case T-Mobile Collocator shall provide Tower Operator with an invoice for related costs on a monthly basis, which amount shall be paid by Tower Operator to T-Mobile Collocator, as applicable, within 20 Business Days of Tower Operator's receipt of such invoice.

SECTION 21. Compliance with Specific FCC Regulations.

(a) Tower Operator understands and acknowledges that Tower Subtenants are engaged in the business of operating Communications Equipment at each Site. The Communications Equipment is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment. Tower Operator acknowledges that such regulations prescribe the permissible exposure levels to emissions from the Communications Equipment which can generally be met by maintaining safe distances from such Communications Equipment. To the extent Tower Operator is required to do so under applicable FCC regulations, Tower Operator shall use commercially reasonable efforts to install, or require the Tower Subtenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Site as Tower Operator deems necessary in order to comply with the applicable FCC regulations with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator further agrees to post, or to require the Tower Subtenants to post, prominent signage as may be required by applicable Law or by the order of any Governmental Authority at all points of entry to each Site regarding the potential RF emissions, with respect to Communications Equipment other than T-Mobile Communications Equipment, and with respect to T-Mobile Communications Equipment, T-Mobile Collocator shall install same. Tower Operator shall cooperate in good faith with T-Mobile Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site.

(b) From and after the Effective Date, T-Mobile Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC regulations.

(c) T-Mobile Collocator acknowledges and agrees that T-Mobile Communications Equipment at each Site is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment, and T-Mobile Collocator agrees to comply (and T-Mobile Collocator shall cause its Affiliates to comply) with all FCC Regulations and all other Applicable Laws. T-Mobile Collocator acknowledges that such regulations prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. T-Mobile Collocator shall install at its expense such marking, signage, or barriers to restrict access to any T-Mobile Communications Equipment on a Site in respect of any T-Mobile Collocation Space on such Site as T-Mobile Collocator deems necessary in order to comply with the applicable FCC regulations. T-Mobile Collocator shall cooperate in good faith with Tower Operator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site. T-Mobile Collocator, at its option, may also install signage at any Site identifying T-Mobile's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(d) T-Mobile Collocator further agrees to alert all personnel working at or near each Site, including T-Mobile Collocator's maintenance and inspection personnel, to maintain the prescribed distance from the Communications Equipment and to otherwise follow the posted instructions of Tower Operator.

(e) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

SECTION 22. *Holding Over.*

(a) If during the Term of this Agreement T-Mobile Collocator remains in possession of the T-Mobile Collocation Space at any Site after expiration or termination of T-Mobile Collocator's leaseback or other right to use and occupy the T-Mobile Collocation Space at such Site without any express written agreement by Tower Operator, then T-Mobile Collocator shall be a month-to-month tenant with the monthly T-Mobile Total Rent Amount equal to 150% of the monthly T-Mobile Total Rent Amount last applicable to the T-Mobile Collocation Space and subject to all of the other terms set forth in this Agreement. If T-Mobile Collocator remains a month-to-month holdover tenant at any Site for more than 12 consecutive months, T-Mobile Collocator shall be deemed to have renewed its leaseback or other right to use and occupy the T-Mobile Collocation Space at such Site for a renewal term of five years, with the monthly T-Mobile Total Rent Amount being equal to the monthly T-Mobile Total Rent Amount applicable during the period of such month-to-month tenancy (provided such rent shall not be less than the fair market rent of such Site at that time) and subject to all of the other terms set forth in this Agreement (including with respect to any escalation of such T-Mobile Total Rent Amount by reference to CPI or any other increases in or adjustments to such T-Mobile Total Ground Rent).

(b) T-Mobile Collocator shall not be required to pay the T-Mobile Total Rent Amount or any other monthly charge to Tower Operator with respect to the use and occupancy of any Site during the period in which Tower Operator remained in possession of the Included Property of such Site after the expiration or termination of the term of the MPL with respect to such Site.

SECTION 23. *Rights of Entry and Inspection.* T-Mobile Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of T-Mobile Communications Equipment located on the Tower in accordance with the general standard of care in the tower industry to ascertain compliance with the provisions of this Agreement. Tower Operator may visually inspect, but shall not be entitled to have any access to any enclosed T-Mobile Communications Equipment. Nothing in this Section 23 shall imply or impose any duty or obligation upon Tower Operator to enter upon any Site at any time for any purpose, or to inspect T-Mobile Communications Equipment at any time, or to perform, or pay the cost of, any work that T-Mobile Collocator or its Affiliates is required to perform under any provision of this Agreement, and Tower Operator has no such duty or obligation.

SECTION 24. Right to Act for Tower Operator. In addition to and not in limitation of any other remedy T-Mobile Collocator may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on the ability of T-Mobile Collocator to operate the T-Mobile Communications Equipment at any Site, then subject to the following sentence, T-Mobile Collocator may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such other action required of Tower Operator, in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, T-Mobile Collocator shall give Tower Operator at least 10 Business Days' prior written notice of T-Mobile Collocator's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that T-Mobile Collocator may take include, in addition to any actions permitted under Section 4, the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Taxes that Tower Operator is required to pay under the applicable MPL. T-Mobile Collocator may pay all incidental costs and expenses incurred in exercising its rights under this Agreement, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by T-Mobile Collocator in accordance with this Section 24 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

SECTION 25. Defaults and Remedies.

(a) **T-Mobile Collocator Events of Default.** The following events constitute events of default by T-Mobile Collocator:

(i) In respect of this Agreement or any Site Lease Agreement, T-Mobile Collocator fails to timely pay any portion of the T-Mobile Collocation Rent or the T-Mobile Ground Rent, and any such failure continues for 10 Business Days after written notice from Tower Operator;

(ii) T-Mobile Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the T-Mobile Collocation Rent or the T-Mobile Ground Rent, and such failure continues for 10 Business Days after written notice from Tower Operator;

(iii) T-Mobile Collocator violates or breaches any term of this Agreement in respect of any Site, and T-Mobile Collocator fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete the cure of such breach or violation within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 25(a)(iii) shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iv) A Bankruptcy event occurs with respect to T-Mobile Collocator; or T-Mobile Collocator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by T-Mobile Collocator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if T-Mobile Collocator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by T-Mobile Collocator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against T-Mobile Collocator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against T-Mobile Collocator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against T-Mobile Collocator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was brought;

(v) T-Mobile Collocator rejects its rights to sublease or right to use any Site under Section 365 of the federal Bankruptcy Code; or

(vi) The occurrence of any event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under the MPL shall be deemed a separate breach hereof and an event of default hereunder.

(b) **Tower Operator Remedies With Respect to T-Mobile Collocator Defaults; T-Mobile Collocator Cure Rights.** (i) Upon the occurrence of (A) any event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) or (B) any event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator only if such event of default is then occurring in respect of 10% or more of the Sites, in the aggregate. If an event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) or an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL) is then occurring in respect of less than 10% of the Sites, in the aggregate, then subject to the terms of this Agreement, Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space only as to those Sites leased, used or occupied by T-Mobile Collocator with respect to which such event of default is occurring. Tower Operator may terminate this Agreement as to such Site or Sites, as applicable, by giving T-Mobile Collocator written notice of termination; termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after T-Mobile Collocator's receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iii), as to the T-Mobile Collocation Space of a Site or an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL with respect to such Site), Tower Operator may terminate this Agreement as to the applicable Site and T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable T-Mobile Collocation Space, 30 days after T-Mobile Collocator's receipt of such termination notice.

(iii) Upon the occurrence of (A) any event of default by T-Mobile Collocator under Section 25(a)(iv) or Section 25(a)(v) or (B) any event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 25(a)(vi) (that relates to an event of default by any T-Mobile Lessor or any T-Mobile Ground Lease Additional Party under Section 29(a)(iii) or Section 29(a)(iv) of the MPL), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after T-Mobile Collocator's receipt of such termination notice.

(iv) Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is determined to be in default pursuant to Section 25(f), then T-Mobile Collocator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to T-Mobile Collocator shall not be deemed to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of receiving notice thereof from T-Mobile Collocator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete the cure of such violation or breach within a reasonable time;

(ii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought; or

(iii) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code.

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii) any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease and (iii) Section 5(a), Section 6, Section 8(a), Section 8(c), Section 17, Section 20 or Section 21 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that if T-Mobile Collocator gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 6(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) **T-Mobile Collocator Remedies.**

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) in respect of any Site, T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(ii) or Section 25(c)(iii), T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of T-Mobile Collocator or the occurrence of any Force Majeure) not cured as provided for in Section 25(c) by Tower Operator relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Collocator and subject to arbitration under Section 25(f), T-Mobile Collocator may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Collocator in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 25(f), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Collocator or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Collocator may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 24.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or termination right. These arbitration proceedings shall include and be consolidated with any proceedings initiated after notices delivered at or about the same time under the applicable MPL. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 25, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Parties' rights with respect to the obligations that were to be performed on or before the date of such termination.

(i) **Continuing Obligations.** Any termination by Tower Operator of T-Mobile Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of T-Mobile Collocator to pay the T-Mobile Total Rent Amount (or any component thereof) provided for herein or any other amounts with respect to such Site(s).

SECTION 26. Quiet Enjoyment. Tower Operator covenants that T-Mobile Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the T-Mobile Collocation Space at each Site and shall have the right provided herein to operate its equipment at each Site without hindrance or interruption from Tower Operator.

SECTION 27. No Merger. There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 27, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

SECTION 28. Broker and Commission.

(a) All negotiations in connection with this Agreement have been conducted by and between Tower Operator and T-Mobile Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Tower Operator and T-Mobile Collocator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

SECTION 29. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.

(a) Subject to the applicable provisions of the Master Agreement, for each T-Mobile Collocation Space at a Lease Site, following the execution of this Agreement or after any Conversion Closing, T-Mobile Collocator and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Lease Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

(c) The Parties shall cooperate with each other to cause changes to be made in the Memorandum of Site Lease Agreement for such Site, if such changes are requested by either Party to evidence any permitted changes in the description of the T-Mobile Collocation Space respecting such Site or equipment or improvements thereof, and the Party that requested such changes to the Memorandum of Site Lease Agreement shall record same at its sole cost and expense and shall promptly provide in electronic form a recorded copy of same to the other Party.

SECTION 30. *Damage to the Site, Tower or the Improvements.*

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify T-Mobile Collocator in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If Tower Operator fails to give Casualty Notice to T-Mobile Collocator within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If T-Mobile Collocator disagrees with any determination of Tower Operator in the Casualty Notice that the Site is a Non-Restorable Site, T-Mobile Collocator may institute arbitration proceedings to determine any such matter in the manner described in Section 25(f). If such Site is a Non-Restorable Site, then (i) either Tower Operator or T-Mobile Collocator shall have the right to terminate T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site, upon written notice to the other Party (given within the time period required below) and such leaseback or other use and occupancy at such Site shall terminate as of the date of such notice and (ii) pursuant to the terms and conditions in the MPL, the applicable T-Mobile Lessor or the applicable T-Mobile Ground Lease Additional Party, as applicable, shall have the right to terminate the MPL as to such Site by written notice to Tower Operator within the time period required below, whereupon the Term as to such Site shall automatically expire as of the date of such notice of termination and T-Mobile Collocator's rights and obligations as to the leaseback or other use and occupancy of T-Mobile Collocation Space at such Site shall automatically expire as of the date of such notice of termination. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.

(b) If there occurs, as to any Site, a casualty that damages or destroys (i) all or a Substantial Portion of such Site and the Site is a Restorable Site, or (ii) less than a Substantial Portion of any Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 30.

(c) If Tower Operator is required to restore any Site in accordance with Section 30(b), all Proceeds of Tower Operator's insurance Claims with respect to the related casualty shall be held by Tower Operator or the Tower Operator Lender and applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses. Any portion of the Proceeds of Tower Operator's insurance applicable to a particular Site remaining after final payment has been made for work performed on such Site may be retained by and shall be the property of Tower Operator. If the cost of Restoration exceeds the Proceeds of Tower Operator's insurance, Tower Operator shall pay the excess cost.

(d) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, if Tower Operator is required to cause the Restoration of a Site that has suffered a casualty, Tower Operator shall, if commercially feasible, make available to T-Mobile Collocator a portion of the Included Property of such Site for the purpose of T-Mobile Collocator locating, at its sole cost and expense, a temporary communications facility, and shall give T-Mobile Collocator priority over Tower Subtenants at such Site as to the use of such portion of the Site; provided, however, that (i) the placement of such temporary communications facility shall not interfere in any material respect with Tower Operator's Restoration or the continued operations of any Tower Subtenant; (ii) T-Mobile Collocator shall obtain any permits and approvals, at T-Mobile Collocator's cost, required for the location of such temporary communications facility on such Site; and (iii) there must be Available Space on the Site for locating such temporary communications facility.

(e) If Tower Operator fails at any time to diligently pursue the substantial completion of the Restoration of a Site required under this Agreement (subject to delay for Force Majeure or the inability to obtain Governmental Approvals, as opposed to merely a delay in obtaining Governmental Approvals), T-Mobile Collocator may, in addition to any other available remedy, terminate this Agreement as to T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site upon giving Tower Operator written notice of its election to terminate at any time prior to completion of the Restoration.

(f) From and after any casualty as to any Site described in this Section 30 and during the period of Restoration at a Site, the T-Mobile Collocation Rent and the T-Mobile Ground Rent with respect to such Site shall abate until completion of the Restoration.

(g) The Parties acknowledge and agree that this Section 30 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 30.

SECTION 31. *Condemnation.*

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then either Tower Operator or T-Mobile Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to other within 30 days of the occurrence of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses; provided, however, that T-Mobile Collocator shall be entitled to prosecute and claim an amount of any Award reflecting its interest under this Agreement. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if a Lease Site, or unable to operate such Site, if a Managed Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable) such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

(d) If there occurs a Taking of all or any part of any T-Mobile Collocation Space at any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the then-current Term. Notwithstanding anything to the contrary contained in this Agreement, during such time as T-Mobile Collocator shall be out of possession of such T-Mobile Collocation Space by reason of such Taking, the failure by T-Mobile Collocator to keep, observe, perform, satisfy, and comply with these terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of T-Mobile Collocator's being out of possession of such T-Mobile Collocation Space shall not be a breach of or an event of default under this Agreement, and T-Mobile Collocator shall not be liable for payment of the T-Mobile Collocation Rent and the T-Mobile Ground Rent during the period of the temporary Taking.

SECTION 32. Operating Principles.

(a) During the Term of a Site, Tower Operator shall manage, operate and maintain such Site (including with respect to the entry into, modification, amendment, extension, expiration, termination, structuring and administration of Ground Leases and Collocation Agreements related thereto), (i) in the ordinary course of business, (ii) in compliance with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which Tower Operator manages, operates and maintains its portfolio of telecommunications tower sites and (iv) in a manner that shall not be less than the general standard of care in the tower industry. Without limiting the generality of the foregoing, during the Term of a Site, except as expressly permitted by the terms of this Agreement, Tower Operator shall not without the prior written consent of T-Mobile Collocator (A) manage, operate or maintain such Site in a manner that would (x) diminish the expected residual value of such Site in any material respect or shorten the expected remaining economic life of such Site, in each case determined as of the expiration of the Term of such Site, or (y) cause such Site or a substantial portion of such Site to become "limited use property" within the meaning of Rev. Proc. 2001-28, 2001-1 C.B. 1156 (except, in the case of this clause (y), as required by applicable Law or any Governmental Authority), (B) structure any related Ground Lease in a manner such that the amounts payable thereunder are above fair market value during any period following or upon the expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site) or (C) structure any related Collocation Agreement in a manner such that the amounts payable thereunder are less than fair market value during any period following or upon expiration of the Term of such Site (without regard to any amounts payable prior to the expiration of the Term of such Site), in each case unless otherwise expressly authorized by the terms and conditions of this Agreement and the Transaction Documents.

(b) During the Term of a Site, T-Mobile Collocator shall manage, operate and maintain the T-Mobile Collocation Space at such Site (i) in the ordinary course of business, (ii) in compliance with applicable Law in all material respects, (iii) in a manner consistent in all material respects with the manner in which T-Mobile Collocator manages, operates and maintains its other collocation spaces and (iv) in a manner that shall not be less than the general standard of care in the telecommunications industry.

SECTION 33. General Provisions.

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees.** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to T-Mobile Collocator to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek

If to T-Mobile Parent to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: CFO (Jay Brown)
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 25 to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: Legal Department

(f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

(g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

(h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 33(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.

(i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages. It is understood and agreed that T-Mobile Collocator or an Affiliate of T-Mobile Collocator will be entering into a particular Site Lease Agreement and that each such Affiliate executing the applicable Site Lease Agreement shall be liable with respect to such Site Lease Agreement (for the avoidance of doubt, Section 34 will remain unaffected and in full force and effect). All communications and invoices relating to a Site Lease Agreement must be directed to the party signing that Site Lease Agreement.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(m) **Certain Acknowledgments.** T-Mobile Collocator acknowledges on its own behalf and on behalf of all Persons acquiring an interest in any Site that their rights in and to the Sites are subject to the provisions of this Section 20 of the MPL.

SECTION 34. T-Mobile Parent Guarantee.

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of T-Mobile Collocator under Section 4 of this Agreement and any corresponding obligations of T-Mobile Collocator or any Affiliate of T-Mobile Collocator under any Site Lease Agreement (collectively, the "**T-Mobile Collocator Obligations**"). T-Mobile Parent agrees that if T-Mobile Collocator (all references to T-Mobile Collocator in this Section 34 shall be deemed to include any Affiliate of T-Mobile Collocator that is a party to any Site Lease Agreement) defaults at any time during the Term of this Agreement or the term of any Site Lease Agreement in the performance of any of the T-Mobile Collocator Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Collocator Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by the applicable beneficiary on account of any default by T-Mobile Collocator and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnatee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against T-Mobile Collocator, without the necessity of any notice to T-Mobile Parent of T-Mobile Collocator's default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnatee against T-Mobile Collocator any of the rights or remedies reserved to such Tower Operator Indemnatee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnatee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any Site Lease Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Site Lease Agreement by agreement of a Tower Operator Indemnatee and T-Mobile Collocator, or by any unilateral action of either a Tower Operator Indemnatee or T-Mobile Collocator, or by an extension of time that may be granted by a Tower Operator Indemnatee to T-Mobile Collocator or any indulgence of any kind granted to T-Mobile Collocator, or any dealings or transactions occurring between a Tower Operator Indemnatee and T-Mobile Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting T-Mobile Collocator. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against T-Mobile Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) For the avoidance of doubt, the T-Mobile Collocator Obligations shall not include any obligations of Crown Castle International Corp. under the terms of the Parent Indemnity Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

T-MOBILE COLLOCATOR:

[•]

By: _____
Name: _____
Title: _____

T-MOBILE PARENT:

T-MOBILE USA, INC.

By: _____
Name: _____
Title: _____

TOWER OPERATOR:

[CCTMO LLC]

By: _____
Name: _____
Title: _____

[FORM OF]
SALE SITE MASTER LEASE AGREEMENT
BY AND
AMONG
[T-MOBILE COLLOCATOR],
T-MOBILE USA, INC.
AND
[SALE SITE SUBSIDIARIES]

Dated as of [], 2012

TABLE OF CONTENTS

	Page
SECTION 1. Definitions	1
SECTION 2. Grant; Documents	14
SECTION 3. Term and Termination Rights	16
SECTION 4. Rent	17
SECTION 5. Ground Leases	18
SECTION 6. Condition of the Sites	19
SECTION 7. Tower Operator Modifications	21
SECTION 8. T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Tenants; Interference	22
SECTION 9. T-Mobile Collocation Space	23
SECTION 10. Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space	30
SECTION 11. [Reserved]	33
SECTION 12. Limitations on Liens	33
SECTION 13. Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims	33
SECTION 14. Waiver of Subrogation; Insurance	36
SECTION 15. Estoppel Certificate	39
SECTION 16. Assignment and Transfer Rights	39
SECTION 17. Environmental Covenants	41
SECTION 18. Taxes	42
SECTION 19. Utilities	43
SECTION 20. Compliance with Law; Governmental Permits	44
SECTION 21. Compliance with Specific FCC Regulations	45
SECTION 22. Holding Over	46
SECTION 23. Rights of Entry and Inspection	46
SECTION 24. Right to Act for Tower Operator	46
SECTION 25. Defaults and Remedies	47
SECTION 26. Quiet Enjoyment	52
SECTION 27. No Merger	52

TABLE OF CONTENTS
(continued)

	Page
SECTION 28. Broker and Commission	53
SECTION 29. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement	53
SECTION 30. Damage to the Site, Tower or the Improvements	54
SECTION 31. Condemnation	55
SECTION 32. [Reserved]	56
SECTION 33. CA/NV Purchase Option	56
SECTION 34. General Provisions	57
SECTION 35. T-Mobile Parent Guarantee	61

EXHIBITS AND SCHEDULES

Exhibit A	List of Sites
Exhibit B	List of Assignable Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent
Schedule 9(c)	Sample Wind Load Surface Area Calculations

SALE SITE MASTER LEASE AGREEMENT

This **SALE SITE MASTER LEASE AGREEMENT** (this "**Agreement**") is entered into this [1] day of [1], 2012 (the "**Effective Date**"), by and among [1] and [1], as Tower Operator, **T-MOBILE COLLOCATOR** (as defined herein), as tenant, and **T-MOBILE USA, INC.**, a Delaware corporation ("**T-Mobile Parent**"). Tower Operator, T-Mobile Collocator and T-Mobile Parent are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Certain Affiliates of T-Mobile Parent operate the Sites, which include Towers and related equipment, and such Affiliates either own, ground lease or otherwise have an interest in the land on which such Towers are located;

B. Pursuant to a sales transaction (the "**Sales Transaction**"), T-Mobile Parent and certain of its Affiliates have contributed, conveyed, assigned, transferred and delivered to Tower Operator their respective interests in the Sites or their right to operate the Sites and have sold, conveyed, assigned, transferred and delivered to Crown Castle International Corp. all membership interests in Tower Operator;

C. Tower Operator desires to lease or give T-Mobile Collocator the right to use and operate on a portion of each of the Sites pursuant to the terms and conditions of this Agreement; and

D. T-Mobile Collocator operates a significant portion of its wireless network through equipment located at the Sites and would not have entered into the Sales Transaction if Tower Operator did not agree to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Definitions.

(a) **Certain Defined Terms.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings when used herein with initial capital letters:

"**Affiliate**" (and, with a correlative meaning, "**Affiliated**") means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. As used in this definition, "**control**" means the beneficial ownership (as such term is defined in Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended) of 50% or more of the voting interests of the Person.

"**Agreement**" has the meaning set forth in the preamble and includes all subsequent modifications and amendments hereof. References to this Agreement in respect of a particular Site shall include the Site Lease Agreement therefor; and references to this Agreement in general and as applied to all Sites shall include all Site Lease Agreements.

"Assignable Site" means the (i) Initial Assignable Sites and (ii) any Non-Assignable Site subject to this Agreement which is converted to an Assignable Site pursuant to a Conversion Closing.

"Assumption Requirements" means, with respect to any assignment by Tower Operator or T-Mobile Collocator of this Agreement (the **"assigning party"**), that (i) the applicable assignee has creditworthiness, or a guarantor with creditworthiness, reasonably sufficient to perform the obligations of the assigning party under this Agreement or that the assigning party remains liable for such obligations notwithstanding such assignment and (ii) the assignee assumes and agrees to perform all of the obligations of the assigning party hereunder.

"Available Space" means, as to any Site, the portion of the Tower and Land not constituting T-Mobile Collocation Space that is available for lease to or collocation by any Tower Tenant and all rights appurtenant to such portion, space or area.

"Award" means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any Taking, including all amounts paid pursuant to any agreement with any Person which was made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

"Bankruptcy" means a proceeding, whether voluntary or involuntary, under the federal bankruptcy laws, a foreclosure, an assignment for the benefit of creditors, trusteeship, conservatorship or other proceeding or transaction arising out of the insolvency of a Person or any of its Affiliates or involving the complete or partial exercise of a creditor's rights or remedies in respect of payment upon a breach or default in respect of any obligation.

"Business Day" means any day other than a Saturday, Sunday or any other day on which national banks in New York, New York are not open for business.

"Cables" means co-axial cabling, electrical power cabling, ethernet cabling, fiber-optic cabling or any other cabling or wiring necessary for operating Communications Equipment together with any associated conduit piping necessary to encase or protect any such cabling.

"CA/NV Inclusion" means "CA/NV Inclusion" as defined in the Master Agreement.

"CA/NV Master Lease" means that certain Lease and Sublease, dated December 14, 2000, by and between SBC Tower Holdings LLC, as landlord, and T-Mobile West LLC (as successor in interest to the original tenant under such lease), as tenant, as amended, modified or supplemented from time to time.

"CA/NV Site" means any Site subject to the CA/NV Master Lease, which Sites are identified on Exhibit A and, if applicable, Exhibit B as "CA/NV Sites".

“**CERCLA**” means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“**Claims**” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including those for bodily injury (including death) and property damage (including the loss of use thereof) and reasonable attorneys’ and accountants’ fees and expenses).

“**Collateral Agreements**” means “Collateral Agreements” as defined in the Master Agreement.

“**Collocation Agreement**” means an agreement, including master leases, between a T-Mobile Group Member (prior to the Effective Date) or Tower Operator (on or after the Effective Date), on the one hand, and a third party (provided that if such agreement is with a T-Mobile Group Member, such third party is not an Affiliate of such T-Mobile Group Member on the Effective Date), on the other hand, pursuant to which such T-Mobile Group Member or Tower Operator, as applicable, rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

“**Communications Equipment**” means, as to any Site, all equipment now or hereafter installed at (i) the T-Mobile Collocation Space with respect to T-Mobile Collocator and (ii) any other portion of the Site with respect to a Tower Tenant, for the provision of current or future communication services, including voice, video, internet and other data services. Such equipment shall include switches, antennas, including microwave antennas, panels, conduits, flexible transmission lines, Cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software and hardware, and will include any modifications, replacements and upgrades to such equipment.

“**Communications Facility**” means, as to any Site, (i) the T-Mobile Collocation Space, together with all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (with respect to T-Mobile Collocator) or (ii) any other portion of the Site leased to or used or occupied by a Tower Tenant, together with all of such Tower Tenant Communications Equipment and such Tower Tenant Improvements at such Site (with respect to a Tower Tenant).

“**Conversion Closing**” means the conversion of a Non-Assignable Site into an Assignable Site subsequent to the Effective Date.

“**Conversion Closing Date**” means, with respect to each Conversion Closing, the date on which such Conversion Closing is deemed to have occurred.

"CPI" means the Consumer Price Index for all Urban Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI ceases to be compiled and published at any time during the Term of this Agreement, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments provided for in this Agreement which are based on the change in CPI shall be computed according to such successor index, with appropriate adjustments in the index to reflect any material differences in the method of computation from the CPI. If, at any time during the Term of this Agreement, neither the CPI nor a comparable successor index is compiled and published by the Bureau of Labor Statistics, the comparable index for "all items" compiled and published by any other branch or department of the federal government shall be used as a basis for calculation of the CPI-related adjustments provided for in this Agreement, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living increases or decreases, as applicable, as compiled by any institution or organization or individual generally recognized as an authority by financial and insurance institutions shall be used, in each case with appropriate adjustments to the index to reflect any material differences in the method of computation from the CPI.

"Emergency" means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or material property damage, (ii) the immediate suspension, revocation, termination or any other adverse effect as to any licenses or permits, (iii) any material adverse effect on the ability of T-Mobile Collocator, or any Tower Tenants, to operate Communications Equipment at any Site, (iv) any failure of any Site to comply in any material respect with applicable FCC or FAA regulations or other licensing requirements or (v) the termination of a Ground Lease.

"Environmental Law" or **"Environmental Laws"** means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as same may be amended or replaced from time to time, and all regulations promulgated under or in connection with the Superfund Amendments and Reauthorization Act of 1986; CERCLA; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; The Hazardous Materials Transportation Act; and The Occupational Safety and Health Act of 1970.

"Excluded Equipment" means (i) any T-Mobile Communications Equipment or T-Mobile Improvements and (ii) any Tower Tenant Communications Equipment or Tower Tenant Improvements.

"FAA" means the United States Federal Aviation Administration or any successor federal Governmental Authority performing a similar function.

"FCC" means the United States Federal Communications Commission or any successor Governmental Authority performing a similar function.

"Force Majeure" means strike, riot, act of God, nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, hurricane, governmental Laws, regulations, orders or restrictions.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to any Person or any Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such Person or such Site.

"Ground Lease" means, as to any Leased Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which Tower Operator as to an Assignable Site, or the T-Mobile Ground Lease Additional Party as to a Non-Assignable Site, holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto. The CA/NV Master Lease shall be deemed a Ground Lease other than for purposes of Section 5.

"Ground Lessor" means, as to a Leased Site, the "lessor," "sublessor," "landlord," "licensor," "sublicensor" or similar Person under the related Ground Lease.

"Ground Rent" means, as to any Leased Site, all rents, fees and other charges payable by the ground lessee to the Ground Lessor under the Ground Lease for such Site.

"Hazardous Material" or **"Hazardous Materials"** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of CERCLA.

"Improvements" means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or equipment shelters, huts or buildings, electrical service and access for the placement and servicing of T-Mobile Collocator's and, if applicable, each Tower Tenant Improvement; (ii) buildings, huts, equipment shelters or exterior cabinets; (iii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iv) grounding rings; (v) fencing; (vi) signage; (vii) connections for telephone service or utility service up to the meter; (viii) hardware constituting a Tower platform to hold T-Mobile Collocator's and, if applicable, each Tower Tenant Communications Equipment; (ix) access road improvements; (x) common shelters, if any; (xi) all marking/lighting systems and light monitoring devices; and (xii) such other equipment, alterations, replacements, modifications, additions and improvements as may be installed on or made to all or any component of a Site (including the Land and the Tower). Notwithstanding the foregoing, Improvements do not include Communications Equipment (including T-Mobile Communications Equipment or Tower Tenant's Communications Equipment).

"Included Property" means, with respect to each Site, (i) the Land related to such Site (including the interest in any Ground Lease), (ii) the Tower located on such Site (including the T-Mobile Collocation Space) and (iii) the related Tower Operator Equipment, Improvements (excluding T-Mobile Improvements and any Tower Tenant Improvements) and the Tower Related Assets with respect to such Site.

"Indemnified Party" means a T-Mobile Indemnitee or a Tower Operator Indemnitee, as the case may be.

"Initial Assignable Sites" means the Sites set forth on Exhibit B.

"Land" means the tract of land constituting a Site, together with all easements and other rights appurtenant thereto.

"Law" means any statute, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

"Leased Site" means the Assignable Sites that are occupied by Tower Operator and the Non-Assignable Sites that are occupied by a T-Mobile Ground Lease Additional Party, in either case, pursuant to a Ground Lease, which Sites are identified on Exhibit A or Exhibit B as Leased Sites. If a Site is not a Leased Site, such Site is an Owned Site hereunder.

"Liens" means, with respect to any asset, any mortgage, lien, pledge, security interest, charge, attachment or encumbrance of any kind in respect of such asset.

"Master Agreement" means the Master Agreement, dated as of September 28, 2012, by and among Crown Castle International Corp., Tower Operator, T-Mobile and the other parties thereto.

"Master Prepaid Lease" means the Master Prepaid Lease, dated as of [], 2012, by and among [Tower Operator], T-Mobile Parent and [T-Mobile Lessors].

“Memorandum of Site Lease Agreement” means as to any Site, a recordable memorandum of a Site Lease Agreement supplement to this Agreement, in substantially the form of Exhibit D attached to this Agreement.

“Modifications” means the construction or installation of Improvements on any Site or any part of any Site after the Effective Date, or the alteration, replacement, modification or addition to all or any component of a Site after the Effective Date, whether Severable or Non-Severable.

“Mortgage” means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the right, title and interest of a Party in and to the Land, Tower and Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

“Mortgagee” means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assignees of the holder.

“Non-Assignable Site” means, for purposes of this Agreement and until any such Site is converted to an Assignable Site as provided herein, each Site that is identified on Exhibit A, but is not identified as an Assignable Site on Exhibit B and is therefore subject to this Agreement as a Non-Assignable Site as of the Effective Date, until such Site is converted to an Assignable Site as provided herein.

“Non-Restorable Site” means a Site that has suffered a casualty that damages or destroys all or a Substantial Portion of such Site, or a Site that constitutes a non-conforming use under applicable Zoning Laws prior to such casualty, in either case such that either (i) Zoning Laws would not allow Tower Operator to rebuild a comparable replacement Tower on the Site substantially similar to the Tower damaged or destroyed by the casualty or (ii) Restoration of such Site under applicable Zoning Law, using commercially reasonable efforts, in a period of time that would enable Restoration to be commenced (and a building permit issued) within one year after the casualty, would not be possible or would require either (A) obtaining a change in the zoning classification of the Site under applicable Zoning Laws, (B) the filing and prosecution of a lawsuit or other legal proceeding in a court of law or (C) obtaining a zoning variance, special use permit or any other permit or approval under applicable Zoning Laws that cannot reasonably be obtained by Tower Operator.

“Non-Severable” means, with respect to any Modification, any Modification that is not a Severable Modification.

“Order” means an administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of any Governmental Authority of competent jurisdiction.

“Owned Sites” means the Sites which are owned by Tower Operator in fee simple, which Sites are identified on Exhibit A or Exhibit B as Owned Sites.

"Permitted Encumbrances" has the meaning set forth in the Master Agreement.

"Person" means any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including a Governmental Authority.

"Prime Rate" means the rate of interest reported in the "Money Rates" column or section of The Wall Street Journal (Eastern Edition) as being the prime rate on corporate loans of larger U.S. Money Center Banks, or if The Wall Street Journal is not in publication on the applicable date, or ceases prior to the applicable date to publish such rate, then the rate being published in any other publication acceptable to T-Mobile Collocator and Tower Operator as being the prime rate on corporate loans from larger U.S. money center banks shall be used.

"Proceeds" means all insurance moneys recovered or recoverable by any T-Mobile Ground Lease Additional Party, Tower Operator or T-Mobile Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

"Restoration" means, as to a Site that has suffered casualty damage or is the subject of a Taking, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion of such Site pending completion of action, required to restore the applicable Site (including the Tower and Improvements on such Site but excluding any T-Mobile Communications Equipment or T-Mobile Improvements the restoration of which shall be the sole cost and obligation of T-Mobile Collocator) to a condition that is at least as good as the condition that existed immediately prior to such damage or Taking (as applicable), and such other changes or alterations as may be reasonably acceptable to T-Mobile Collocator and Tower Operator or required by Law.

"Revenue Sharing" means any requirement under a Ground Lease to pay to Ground Lessor a share of the revenue derived from a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

"Right of Substitution" means the right of T-Mobile Collocator to remove T-Mobile Communications Equipment from the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of the Communications Facility in such Space to a portion of such Available Space not larger than the T-Mobile Primary Tower Space or T-Mobile Primary Ground Space, as applicable, in accordance with and subject to the limitations contained in Section 10.

"Severable" means, with respect to any Modification, any Modification that can be readily removed from a Site or portion of such Site without damaging it in any material respect or without diminishing or impairing the value, utility, useful life or condition that the Site or portion of such Site would have had if such Modification had not been made (assuming the Site or portion of such Site would have been in compliance with this Agreement without such Modification). Notwithstanding the foregoing, a Modification shall not be considered Severable if such Modification is necessary to render the Site or portion of such Site complete for its intended use by Tower Operator (other than Modifications consisting of ancillary items of Tower Operator Equipment of a kind customarily furnished by lessees or operators of property comparable to the Site or portion of such Sites).

"Site" means each parcel of Land subject to this Agreement, all of which are identified on Exhibit A hereto, as such exhibit may be amended or supplemented as provided in this Agreement and the Master Agreement and the Tower and Improvements located thereon. As used in this Agreement, reference to a Site includes Non-Severable Modifications, but shall not include Severable Modifications, any T-Mobile Improvements, T-Mobile Communications Equipment, any Tower Tenant's Improvements or Tower Tenant Communications Equipment.

"Site Expiration Date" means, as to any Leased Site, if arrangements have not been entered into to secure the tenure of the relevant Ground Lease pursuant to an extension, new Ground Lease or otherwise, one day prior to the expiration of the relevant Ground Lease (as the same may be amended, extended or renewed pursuant to the terms of this Agreement).

"Site Lease Agreement" means, as to any Site, a supplement to this Agreement, in substantially the form of Exhibit C attached to this Agreement.

"Substantial Portion" means, as to a Site, so much of such Site (including the Land, Tower and Improvements of such Site, or any portion of such Site) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for owning, operating, managing, maintaining and leasing towers and other wireless infrastructure.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a Governmental Authority.

"Tax" means all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, state, foreign, federal or other Governmental Authority, and whether imposed directly by a Governmental Authority or indirectly through any other Person and includes any federal, state, local or foreign income, gross receipts, ad valorem, excise, value-added, sales, use, transfer, franchise, license, stamp, occupation, withholding, employment, payroll, property or environmental tax, levy, charge, assessment or fee together with any interest, penalty, addition to tax or additional amount imposed by a Governmental Authority or indirectly through any other Person, as well as any liability for or in respect of the Taxes of, or determined by reference to the Tax liability of, another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

“Term” means (i) as to each Site, the term during which this Agreement is applicable to such Site as set forth in Section 3; and (ii) as to this Agreement, the period from the Effective Date until the expiration or earlier termination of this Agreement as to all Sites.

“Termination Cause” means, as to any Site, the inability of T-Mobile Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of T-Mobile’s Communications Facility at such Site; provided, however, that T-Mobile Collocator may not assert a Termination Cause if T-Mobile Collocator (i) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by T-Mobile Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against T-Mobile Collocator or its Affiliates because of any alleged wrongdoing by T-Mobile Collocator or its Affiliates or (ii) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date.

“T-Mobile” means T-Mobile Parent and Affiliates thereof that are parties to the Master Agreement.

“T-Mobile Collocator” means, with respect to each Site, the Person identified as the “T-Mobile Collocator” opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which shall be the “Lessee” under the Site Lease Agreement for such Site, in each case together with its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to T-Mobile Collocator’s rights hereunder.

“T-Mobile Communications Equipment” means any Communications Equipment owned or leased and used exclusively (subject to the last sentence of Section 9(b)) by T-Mobile Collocator at a Site.

“T-Mobile Ground Lease Additional Party” means each T-Mobile Group Member that, at any applicable time during the Term of this Agreement, has not yet contributed its right, title and interest in the Included Property of a Non-Assignable Site to Tower Operator pursuant to the Master Agreement.

“T-Mobile Group” means, collectively, T-Mobile Parent and its Affiliates (including each T-Mobile Ground Lease Additional Party and T-Mobile Collocator) whose names are set forth in the signature pages of this Agreement or any Site Lease Agreement or the Master Agreement and any Affiliate of T-Mobile Parent that at any time becomes a “sublessor” under this Agreement in accordance with the provisions of this Agreement.

“T-Mobile Group Member” means each member of the T-Mobile Group.

“T-Mobile Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to T-Mobile Communications Equipment other than a Tower. All utility connections that provide service to T-Mobile Communications Equipment, including those providing Backhaul Services, shall be deemed T-Mobile Improvements.

“T-Mobile Indemnitee” means T-Mobile Collocator and its Affiliates, directors, officers, employees, agents and representatives (except Tower Operator and its Affiliates and any agents of Tower Operator or its Affiliates).

“T-Mobile Modernization” means the upgrade by T-Mobile Collocator and its Affiliates of its Communications Equipment to any next generation technology.

“T-Mobile Primary Tower Space RAD Center” means, in respect of each Site, the “T-Mobile Primary Tower Space RAD Center” identified in the applicable Site Lease Agreement for each Site.

“Tower” means the communications towers on the Sites from time to time.

“Tower Operator” means, with respect to each Site, the Person identified as the “Tower Operator” opposite such Site on Exhibit A and, if applicable, Exhibit B hereto, and which is the “Lessor” under the Site Lease Agreement for such Site, in each case together with its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to Tower Operator’s rights hereunder.

“Tower Operator Equipment” means all physical assets (other than real property, interests in real property and Excluded Equipment), located at the applicable Site on or in, or attached to, the Land, Improvements or Towers leased to, owned by or operated by Tower Operator pursuant to this Agreement.

“Tower Operator Indemnitee” means Tower Operator and its Affiliates and its and their respective directors, officers, employees, agents and representatives.

“Tower Operator Negotiated Increased Revenue Sharing Payments” means, with respect to any Site, any requirement under a Ground Lease, or a Ground Lease amendment, renewal or extension, in each case entered into after the Effective Date, to pay to the applicable Ground Lessor a share of the revenue derived from the rent paid under this Agreement that is in excess of the Revenue Sharing payment obligation in effect prior to Tower Operator’s entry into such amendment, renewal or extension after the Effective Date for such Site with respect to the revenue derived from the rent paid under this Agreement; provided that “Tower Operator Negotiated Increased Revenue Sharing Payments” shall not include any such requirement or obligation (i) existing as of the Effective Date or (ii) arising under the terms of the applicable Ground Lease (as in effect as of the Effective Date) or under any amendment, renewal or extension the terms of which had been negotiated or agreed upon prior to the Effective Date.

“Tower Operator Negotiated Renewal” means (i) an extension or renewal of any Ground Lease by Tower Operator in accordance with this Agreement or (ii) a new Ground Lease, successive to a previously existing Ground Lease, entered into by Tower Operator; provided that, in the case of this clause (ii), (A) the term of such new Ground Lease commences immediately upon the expiration of the previously existing Ground Lease and (B) the new Ground Lease is otherwise executed in accordance with this Agreement.

“Tower Related Assets” means “Tower Related Assets” as defined in the Master Agreement.

“Tower Tenant” means, as to any Site, any Person (other than T-Mobile Collocator) that (i) is a “lessee”, “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting such Site; or (ii) leases, subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space on such Site.

“Tower Tenant Communications Equipment” means any Communications Equipment owned or leased by a Tower Tenant.

“Tower Tenant Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to Tower Tenant Communications Equipment other than a Tower. All utility connections that provide service to Tower Tenant Communications Equipment shall be deemed Tower Tenant Improvements.

“Tower Tenant Related Party” means Tower Tenant and its Affiliates, and its and their respective directors, officers, employees, agents and representatives.

“Transition Services Agreement” means that certain Transition Services Agreement among T-Mobile Parent, Tower Operator and the other parties thereto of even date herewith.

“Wind Load Surface Area” means with respect to each antenna, remote radio unit or other tower mounted equipment, the area in square inches determined by multiplying the two largest dimensions of the length, width and depth of such antenna, remote radio unit or other tower mounted equipment, excluding all mounts and Cables.

“Zoning Laws” means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.

(b) **Terms Defined Elsewhere in this Agreement.** In addition to the terms defined in Section 1(a), the following terms are defined in the Section or part of this Agreement specified below:

Defined Term	Section
Additional Equipment	Section 9(d)
Additional Ground Space	Section 10(c)
Agreement	Preamble
ASR	Section 10(a)
Backhaul Operator	Section 19(c)
Backhaul Services	Section 19(c)
Casualty Notice	Section 30(a)
Disputes	Section 13(d)
Effective Date	Preamble
Effective Date Ground Space	Section 9(a)(i)
Effective Date Tower Space	Section 9(a)(ii)
Financial Advisors	Section 28(a)
Indemnifying Party	Section 13(c)(i)
Parties	Preamble
Party	Preamble
Qualified Tower Operator	Section 16(a) (i)
Reserved T-Mobile Loading Capacity	Section 6(a)(ii)
Restorable Site	Section 30(a)
Sales Transaction	Recitals
Site Engineering Application	Section 9(e)(i)
Subsequent Use	Section 8(a)
Termination Date	Section 3(b)
Termination Notice	Section 3(c)
Third Party Claim	Section 13(c)(i)
Third Party Communications Equipment	Section 6(a)(iii)
T-Mobile Assignee	Section 16(b) (i)
T-Mobile Collocation Rent	Section 4(a)
T-Mobile Collocation Rent Change Date	Section 4(a)
T-Mobile Collocation Space	Section 9(a)
T-Mobile Collocator Obligations	Section 35(a)
T-Mobile Modernization Reservation Period	Section 6(a)(ii)
T-Mobile Parent	Preamble
T-Mobile Primary Ground Space	Section 9(a)(i)
T-Mobile Primary Tower Space	Section 9(a)(ii)
T-Mobile Reserved Amount of Tower Equipment	Section 9(c)
T-Mobile Termination Right	Section 3(b)
T-Mobile Transfer	Section 16(b) (i)
Unused Existing Effective Date Capacity	Section 6(a)(ii)

(c) **Construction.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive. References to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement and references to a "Section," "preamble" or "recital" are, unless otherwise specified, to a Section, preamble or recital of this Agreement. The Parties have participated equally in the negotiation and drafting of this Agreement and the Collateral Agreements. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement provides that Tower Operator or any of its Affiliates shall "require" any Tower Tenant to engage or refrain from engaging in certain activities, or take or refrain from taking certain acts, such provision shall not be construed as an assurance by Tower Operator or such Affiliate of Tower Operator with respect to such Tower Tenant's compliance therewith.

SECTION 2. Grant; Documents.

(a) **Grant.** Subject to the terms and conditions of this Agreement, as of the Effective Date as to the Initial Assignable Sites, and thereafter as of the applicable Conversion Closing Date as to each Non-Assignable Site converted to an Assignable Site hereunder pursuant to a Conversion Closing, Tower Operator hereby leases to T-Mobile Collocator, and T-Mobile Collocator hereby leases from Tower Operator, the T-Mobile Collocation Space of all of the Assignable Sites. Subject to the terms and conditions of this Agreement, as of the Effective Date as to each Non-Assignable Site, until the applicable Conversion Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the T-Mobile Collocation Space available for the exclusive use and possession of T-Mobile Collocator except as otherwise expressly provided herein, whether or not such T-Mobile Collocation Space is now or hereafter occupied. Notwithstanding anything to the contrary herein, no leasehold, subleasehold or other real property interest is granted pursuant to this Agreement in the T-Mobile Collocation Space at any Non-Assignable Site until the Conversion Closing at which such Non-Assignable Site is converted to an Assignable Site. Tower Operator and T-Mobile Collocator acknowledge and agree that this single Agreement is indivisible, intended to cover all of the Sites and is not a separate lease and sublease or agreement with respect to individual Sites, and in the event of a Bankruptcy of any Party, all Parties intend that this Agreement be treated as a single indivisible Agreement.

(b) **Site Lease Agreements.** The Site Lease Agreements shall be entered into by Tower Operator and T-Mobile Collocator in accordance with the terms of this Agreement and the Master Agreement. The Site Lease Agreements shall be prepared by T-Mobile Collocator and delivered to Tower Operator within 180 days after the Effective Date; provided that if T-Mobile Collocator seeks to install any new T-Mobile Communications Equipment, or modify any existing T-Mobile Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be delivered to Tower Operator prior to the installation or modification of such T-Mobile Communications Equipment. If a Site Lease Agreement is not entered into with respect to a Site, the Parties shall still have all of the rights and obligations with respect to such Site as provided in this Agreement. The form of the Site Lease Agreement may not be changed without the mutual agreement of Tower Operator and T-Mobile Collocator. The terms and conditions of this Agreement shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of any Site Lease Agreement, except to the extent otherwise expressly provided in such Site Lease Agreement that has been duly executed and delivered by an authorized representative of T-Mobile Collocator having the title of director (or senior title) and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the T-Mobile Communications Equipment or T-Mobile Improvements imposed by a state or local government and set forth in the "Special Provisions" section of a Site Lease Agreement, shall control over any terms in this Agreement that directly conflict with such specific requirements.

(c) **Documents.** This Agreement shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Agreement;
- (ii) the following Exhibits, which are incorporated herein by this reference:

Exhibit A	List of Sites
Exhibit B	List of Assignable Sites
Exhibit C	Form of Site Lease Agreement
Exhibit D	Form of Memorandum of Site Lease Agreement
Exhibit E	Hypothetical Equipment Configuration
Exhibit F	Form of Agreement and Consent

(iii) Schedules to the Exhibits, which are incorporated herein by reference, and all Schedules to this Agreement, which are incorporated herein by reference; and

- (iv) such additional documents as are incorporated by reference.

(d) **Priority of Documents.** If any of the documents referenced in Section 2(c) are inconsistent, this Agreement shall prevail over the Exhibits, the Schedules and additional incorporated documents.

(e) **Survival of Terms and Provisions.** All terms defined in this Agreement and all provisions of this Agreement solely to the extent necessary to the interpretation of the Master Agreement or any other Collateral Agreement referred to in the Master Agreement shall survive after the termination or expiration of this Agreement and shall remain in full force and effect until the expiration or termination of such applicable agreement.

SECTION 3. Term and Termination Rights.

(a) **Term.** The initial term of this Agreement as to each Site shall be for a 10 year period from the Effective Date. The term of this Agreement as to each Site shall be automatically extended for eight additional five year renewal terms, unless it is terminated earlier pursuant to a termination right exercised in accordance with this Section 3, Section 5, Section 25, Section 30, Section 31 or Section 33 with respect to a Site. Notwithstanding the foregoing, in all cases the term of this Agreement as to any Site other than an Owned Site shall automatically expire on the Site Expiration Date for such Site.

(b) **T-Mobile Collocator Termination Right.** Notwithstanding anything to the contrary contained herein, T-Mobile Collocator shall have the right to terminate its lease or other right to occupy the T-Mobile Collocation Space at any Site (i) on the tenth anniversary of the Effective Date and on the last day of each successive five-year period thereafter or (ii) at any time after the tenth anniversary of the Effective Date if there is an occurrence of a Termination Cause (each such date, a "**Termination Date**" and such rights, collectively, the "**T-Mobile Termination Right**").

(c) **Exercise by T-Mobile Collocator.** To exercise a T-Mobile Termination Right with respect to any Site, T-Mobile Collocator shall give Tower Operator written notice of such exercise (the "**Termination Notice**"), not less than 90 days prior to any Termination Date. If T-Mobile Collocator exercises a T-Mobile Termination Right as to any Site, T-Mobile Collocator shall not be required to pay the T-Mobile Collocation Rent or any other amounts with respect to such Site for the period occurring after the Termination Date specified in the applicable Termination Notice and, as of such Termination Date, the Site Lease Agreement for such Site shall be terminated and the rights, duties and obligations of T-Mobile Collocator and Tower Operator in this Agreement with respect to such Site shall terminate as of the Termination Date for such Site except the rights, duties and obligations set forth in Section 3(d) and such other rights, duties and obligations with respect to such Site that expressly survive the termination of this Agreement with respect to such Site.

(d) **Obligations Following T-Mobile Collocator Termination.** Not later than the Termination Date of any Site, T-Mobile Collocator shall vacate the T-Mobile Collocation Space of such Site and remove, at T-Mobile Collocator's cost and expense, all T-Mobile Communications Equipment and T-Mobile Improvements at such Site (and otherwise leave the vacant T-Mobile Collocation Space in good condition, repair and order (reasonable wear and tear and loss by casualty and condemnation excepted) and shall remove all T-Mobile Communications Equipment and T-Mobile Improvements therefrom and restore any damage thereto caused by, through or under any T-Mobile Collocator; provided, however, that T-Mobile Collocator shall not be required to remove any equipment pads or foundations for T-Mobile Improvements). T-Mobile Collocator's right to occupy and use the T-Mobile Collocation Space of a Site pursuant to this Agreement shall be terminated as of the Termination Date of such Site. At the request of either T-Mobile Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of T-Mobile Collocator's rights at any Site pursuant to this Agreement.

SECTION 4. Rent.

(a) **Collocation Rent.** In advance on the first day of each calendar month during the Term as to each Site, subject to the provisions of Section 3(c) and Section 4(b), T-Mobile Collocator shall pay to Tower Operator the T-Mobile Collocation Rent.

“**T-Mobile Collocation Rent**” means, with respect to each Site, on the Effective Date, an amount equal to (i) if the CA/NV Inclusion occurs as of the Effective Date, \$1,905 or (ii) if the CA/NV Inclusion does not occur as of the Effective Date, \$1,850, which amount may be increased or decreased from time to time in accordance with the terms of this Agreement, subject to increase on an annual basis during the Term of this Agreement on the first day of the calendar month following the one year anniversary of the Effective Date and each one year anniversary thereafter (each such date, the “**T-Mobile Collocation Rent Change Date**”) based on the percentage change in CPI (to the extent it is a positive number) in an amount that is equal to the percentage change between the CPI published 15 months prior to the T-Mobile Collocation Rent Change Date and the CPI published three months prior to the T-Mobile Collocation Rent Change Date.

(b) **Prorated Rent Payments.** If the Effective Date is a day other than the first day of a calendar month, the applicable T-Mobile Collocation Rent for the period from the Effective Date through the end of the calendar month during which the Effective Date occurs shall be prorated on a daily basis, and shall be included in the calculation of and payable with the T-Mobile Collocation Rent for the first full calendar month of the Term. If the date of the expiration of the Term as to any Site is a day other than the last day of a calendar month, the applicable T-Mobile Collocation Rent for such calendar month shall be prorated on a daily basis.

(c) **Revenue Sharing Payments.** T-Mobile Collocator shall pay to Tower Operator (or to the applicable Ground Lessor if required to be paid directly to Ground Lessor by the terms of the applicable Ground Lease or if so instructed by Tower Operator), as and when due and payable under any Ground Lease, T-Mobile's Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Collocation Rent for any Site other than Tower Operator Negotiated Increased Revenue Sharing Payments. Each payment of such Transaction Revenue Sharing Payments by T-Mobile Collocator shall identify and specify the Site in respect of which such payment is being made. To the extent T-Mobile Collocator shall have a continuing obligation to make Revenue Sharing payments with respect to any Site for which T-Mobile Collocator has made an initial Revenue Sharing payment in accordance with the immediately preceding sentence, T-Mobile Collocator shall make such continuing Revenue Sharing payments on the same date that such payments are due and payable to the applicable Ground Lessor. Tower Operator shall pay, as and when due and payable, Tower Operator Share of Transaction Revenue Sharing Payments (as defined in the Master Agreement) that are required to be made with respect to the T-Mobile Collocation Rent for any Site.

(d) **Termination of Rent Obligation.** Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is not able to use or occupy the T-Mobile Collocation Space at a Site for the current or future business activities that it conducts at such Site because of the termination of the underlying Ground Lease, or the failure of Tower Operator to comply with the terms and conditions of this Agreement following applicable notice and cure periods, (i) T-Mobile Collocator shall have no further obligation to pay the T-Mobile Collocation Rent applicable to such Site and (ii) T-Mobile Collocator shall have the right to offset any amounts owed by Tower Operator to T-Mobile Collocator hereunder against the T-Mobile Collocation Rent or any other amounts that may become due from T-Mobile Collocator and payable to Tower Operator under this Agreement. The foregoing shall not limit any other rights or remedies of T-Mobile Collocator hereunder.

(e) **T-Mobile Right to Cure Ground Rent Defaults.** If Tower Operator does not pay all or any portion of the Ground Rent when due and payable with respect to any Leased Site, T-Mobile Collocator may seek to cure such payment default under any applicable Ground Lease by making payment of the unpaid Ground Rent to the applicable Ground Lessor. Within 10 days following receipt of any invoice therefor, Tower Operator shall reimburse T-Mobile Collocator for all such payments of Ground Rent made by T-Mobile Collocator. If such reimbursement is not made within such 10-day period, T-Mobile Collocator may offset all such payments of Ground Rent made by T-Mobile Collocator against the T-Mobile Collocation Rent that may be due and payable from T-Mobile Collocator to Tower Operator under this Agreement.

SECTION 5. *Ground Leases.*

(a) **Compliance With Ground Leases.** Tower Operator shall promptly pay or cause to be paid the Ground Rent under each Ground Lease for each of the Sites during the Term of this Agreement when such payments become due and payable. With respect to the Non-Assignable Sites, Tower Operator shall abide by, comply with and perform all applicable terms, covenants, conditions and provisions of each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) as if Tower Operator were the "ground lessee" under the applicable Ground Lease, and to the extent evidence of such performance must be provided to a Ground Lessor, Tower Operator shall provide such evidence to such Ground Lessor. In no event shall Tower Operator have any liability to any T-Mobile Group Member for any breach of, or default under, a Ground Lease caused by an act or omission of any T-Mobile Group Member.

(b) **Exercise of Existing Ground Lease Extensions.** During the Term of any Ground Lease relating to any Site, Tower Operator agrees to exercise prior to the expiration of the applicable Ground Lease and in accordance with the provisions of the applicable Ground Lease, any and all extension options existing as of the Effective Date. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if T-Mobile Collocator at the Site covered by such Ground Lease is in default of its obligations under this Agreement as to the Site beyond applicable notice and cure periods provided herein, (B) if the then remaining term of such Ground Lease (determined without regard to such extension option) shall extend beyond the term of this Agreement as to such Site taking into account all renewal options that may be exercised by T-Mobile Collocator under this Agreement or (C) if T-Mobile Collocator has given a Termination Notice relating to such Site.

(c) **Negotiation of Additional Ground Lease Extensions.** T-Mobile Collocator, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator (and not interfere with Tower Operator) in obtaining further extensions of the term of any Ground Lease; provided that T-Mobile Collocator shall not be required to expend any funds in connection therewith.

(d) This Section 5 shall not apply to the CA/NV Master Lease, which shall be governed by Section 33.

SECTION 6. Condition of the Sites.

(a) **Repair and Maintenance of Tower.**

(i) **Repair and Maintenance Obligations of Tower Operator.** Tower Operator has the obligation, right and responsibility to repair and maintain each Site in accordance with tower industry standards, including an obligation to maintain the structural integrity of all of the Towers and to ensure that all of the Towers have at all times the structural loading capacity to hold and support all Communications Equipment then mounted on the Tower.

(ii) **Reserved T-Mobile Loading Capacity.** Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable T-Mobile Collocator to install the T-Mobile Reserved Amount of Tower Equipment in the T-Mobile Primary Tower Space on such Tower (the "**Reserved T-Mobile Loading Capacity**"), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall only be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to enable Tower Operator to permit any Person other than T-Mobile Collocator to install Communications Equipment; and

(2) during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the "**T-Mobile Modernization Reservation Period**"), to provide the portion of the Reserved T-Mobile Loading Capacity that (x) existed on such Tower but was not being used by T-Mobile Collocator as of the Effective Date ("**Unused Existing Effective Date Capacity**"), (y) is unavailable at the time that T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment and (z) is unavailable due to the prior installation (following the Effective Date) of Communications Equipment by any Tower Tenant or Tower Operator; and

(B) Tower Operator shall not be responsible for the costs of structural modifications to any Tower (including costs related to structural analysis, Governmental Approvals and other approvals) to increase the structural loading capacity:

(1) to provide the portion of the Reserved T-Mobile Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) during the T-Mobile Modernization Reservation Period, to provide the portion of the Unused Existing Effective Date Capacity that is unavailable at the time T-Mobile Collocator installs the T-Mobile Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) to enable the installation of any T-Mobile Communications Equipment after the T-Mobile Modernization Reservation Period.

(iii) **Tower Operator Right to Install Equipment.** Tower Operator shall have the right to install its own Communications Equipment or Tower Tenant Communications Equipment (collectively, "**Third Party Communications Equipment**") outside of the T-Mobile Collocation Space during or after the T-Mobile Modernization Reservation Period subject to the provisions of Section 6(a)(ii); provided, however, that if the application to install Third Party Communications Equipment is made after the T-Mobile Modernization Reservation Period and after Tower Operator has received an application from T-Mobile Collocator to install any of the T-Mobile Reserved Amount of Tower Equipment (regardless of whether such application from T-Mobile Collocator is made before or after the end of the T-Mobile Modernization Reservation Period), Tower Operator shall, to the extent sufficient structural loading capacity exists and provided that (x) T-Mobile Collocator's application to install the T-Mobile Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the T-Mobile Reserved Amount of Tower Equipment occurs not later than 180 days after completion of structural review, allocate the currently available loading capacity first to the subject T-Mobile Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space.

(b) **Compliance with Laws.** Tower Operator's installation, maintenance and repair of each Site shall comply in all material respects with all Laws and shall be performed in a manner consistent with the general standard of care in the tower industry. Tower Operator assumes all responsibilities, as to each Site, for any fines, levies or other penalties that are imposed as a result of non-compliance, commencing from and after the Effective Date with requirements of the applicable Governmental Authorities; provided that T-Mobile Collocator shall be responsible and shall indemnify Tower Operator for the portions of all such fines, levies or other penalties that are imposed for, or relating to, periods prior to the Effective Date and relate to non-compliance that existed prior to or on the Effective Date. T-Mobile Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of T-Mobile Collocator's current or future non-compliance with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement. Without limiting the foregoing, Tower Operator at its own cost and expense, shall make (or cause to be made) all Modifications to the Sites as may be required from time to time to meet in all material respects the requirements of applicable Laws.

(c) **Access.** Tower Operator agrees to maintain access roads to the Sites in such order and repair as would be required in accordance with tower industry standards and agrees not to take any action (except as required by Law, a Governmental Authority, a Ground Lease, a Collocation Agreement or any other agreement affecting the Site) that would materially diminish or impair any means of access to any Site existing as of the Effective Date. In the event that T-Mobile Collocator requires access to a Site but snow or some other obstruction on or in the access area is preventing or materially hindering access to the Site, Tower Operator shall use commercially reasonable efforts to arrange, at its sole cost and expense, to have such snow or other obstruction removed within 48 hours of notice therefrom from T-Mobile Collocator.

SECTION 7. *Tower Operator Modifications.*

Tower Operator may from time to time make such Modifications as Tower Operator deems desirable in the proper conduct of its business in accordance with this Agreement, including the addition or removal of land, construction, modification or addition to the Tower or any other structure it owns or the reconstruction, replacement or alteration thereof. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to any T-Mobile Improvement or modify or replace any T-Mobile Communications Equipment except in the event of an Emergency.

SECTION 8. T-Mobile Collocator's and Tower Operator's Obligations With Respect to Tower Tenants; Interference.

(a) **Interference to T-Mobile Collocator's Operations.** Tower Operator agrees that neither Tower Operator nor any Tower Tenant whose Communications Equipment is installed or modified (including modifying the frequency at which such equipment is operated) subsequently to T-Mobile Communications Equipment (a "**Subsequent Use**"), shall permit their equipment to interfere with T-Mobile Collocator's permitted FCC licensed transmissions or reception. In the event that T-Mobile Collocator experiences RF interference in excess of levels permitted by the FCC caused by such Subsequent Use, then (i) T-Mobile Collocator shall notify Tower Operator in writing of such RF interference and (ii) Tower Operator shall use commercially reasonable efforts to cause the party whose Subsequent Use is causing such RF interference to immediately take necessary steps to determine the cause of and eliminate such RF interference. If such interference continues for a period in excess of 72 hours after Tower Operator's receipt of notice from T-Mobile Collocator, Tower Operator shall request that Tower Tenant reduce power or cease operations until such time as Tower Tenant can make repairs to the interfering equipment. In the event that such Tower Tenant fails to promptly reduce power or cease operations as requested, then Tower Operator shall terminate the operation of the Communications Equipment causing such RF interference at Tower Operator's (or such Tower Tenant's) cost if and to the extent permitted by the terms of any applicable Collocation Agreements.

(b) **Interference by T-Mobile Collocator.** Notwithstanding any prior approval by Tower Operator of T-Mobile Communications Equipment, T-Mobile Collocator agrees that it shall not allow T-Mobile Communications Equipment installed or modified subsequently to any Tower Operator or Tower Tenant's Communications Equipment to cause RF interference to Tower Operator's or any Tower Tenant's permitted FCC licensed transmissions or reception in excess of levels permitted by the FCC. If T-Mobile Collocator is notified in writing that its operations are causing such RF interference, T-Mobile Collocator shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of 72 hours following such notification, Tower Operator shall have the right to require T-Mobile Collocator to reduce power or cease operations until such time as T-Mobile Collocator can make repairs to the interfering Communications Equipment. In the event that T-Mobile Collocator fails to promptly take such action as agreed, then Tower Operator shall have the right to terminate the operation of the Communications Equipment causing such RF interference, at T-Mobile Collocator's cost, and notwithstanding anything to the contrary contained herein without liability to Tower Operator for any inconvenience, disturbance, loss of business or other damage to T-Mobile Collocator as the result of such actions. T-Mobile Collocator also agrees that it shall neither install T-Mobile Communications Equipment nor subsequently modify it such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with good engineering practices.

(c) **Rights of Tower Tenants under Collocation Agreements.** Notwithstanding anything to the contrary contained herein, the obligations of Tower Operator hereunder as to any Site are subject to any limitations imposed by any applicable Law and to the rights of any Tower Tenant under any Collocation Agreement in existence as of the Effective Date at such Site. To the extent that any such Collocation Agreement or any applicable Law prohibits Tower Operator from performing the obligations of Tower Operator hereunder, Tower Operator shall be required to perform such obligations only to the extent not so prohibited and shall have no liability with respect thereto to T-Mobile Collocator.

SECTION 9. T-Mobile Collocation Space.

(a) **Collocation Space.** As used herein, "**T-Mobile Collocation Space**," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the T-Mobile Improvements or T-Mobile Communications Equipment is located, operated or maintained as of the Effective Date, including the air space above such portion of the Land, to the extent such air space is not occupied by a third party or the tower or Communications Equipment owned by Tower Operator on the Effective Date (the "**Effective Date Ground Space**"). In the event that T-Mobile Collocator, as of the Effective Date, occupies less than 240 square feet of Land at such Site, T-Mobile Collocator shall have the exclusive right to occupy up to a maximum area of 240 square feet of contiguous and usable ground space in a 12 foot by 20 foot configuration and the air space above such ground space, to the extent such air space is not occupied by a Tower or Communications Equipment on such Tower or otherwise by a third party on the Effective Date and such space shall be part of the T-Mobile Collocation Space (the greater of such space and the Effective Date Ground Space, the "**T-Mobile Primary Ground Space**"). The T-Mobile Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If contiguous and usable ground space is not available at a Site in a 12 foot by 20 foot configuration, T-Mobile Collocator shall have the exclusive right to occupy 240 square feet of contiguous and usable ground space such Site in such configuration as T-Mobile Collocator elects and such space shall be deemed to be the T-Mobile Primary Ground Space at such Site and shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than 240 square feet of ground space available for T-Mobile Collocator's exclusive use within such Site, the T-Mobile Primary Ground Space at such Site shall be the ground space within such Site occupied by T-Mobile Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the T-Mobile Primary Ground Space shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, if a Site has less than 1,000 square feet of ground space in the aggregate and T-Mobile Collocator's Effective Date Ground Space is less than 240 square feet within such Site, then Tower Operator shall not be obligated to reserve any additional ground space available within such Site as of the Effective Date for T-Mobile Collocator, and the Effective Date Ground Space shall be documented in the Site Lease Agreement for such Site as the T-Mobile Primary Ground Space, and Tower Operator may, at any time during the Term of this Agreement, use or permit a Tower Tenant to use any ground space that is not then being used by T-Mobile Collocator as part of the Effective Date Ground Space without obtaining T-Mobile Collocator's consent; provided, however, that if, at any point after the Effective Date, T-Mobile Collocator desires to use additional ground space and increase its T-Mobile Primary Ground Space within such Site to up to 240 square feet and such space is not then being used (including committed to use) by Tower Operator or a Tower Tenant, T-Mobile Collocator shall have the right, after completion of the application and amendment process described in Section 9(e) and entering into an amendment to the Site Lease Agreement for such Site, to increase the T-Mobile Primary Ground Space within such Site to up to 240 square feet by adding such additional ground space and to use such additional ground space at no additional cost to T-Mobile Collocator. If there is insufficient ground space at any Site for the use of other Tower Tenants, Tower Operator shall have the right to permit such other Tower Tenants, at their sole cost and expense, to stack ground equipment above the ground equipment maintained by T-Mobile Collocator in the T-Mobile Primary Ground Space;

(ii) The portion of the Tower on such Site on or within which any portion of T-Mobile Communications Equipment is located, operated or maintained (including portions of the Tower on which any antennas, transmission lines, amplifiers, filters and other Tower mounted equipment are located) as of the Effective Date (the "**Effective Date Tower Space**"). In the event T-Mobile Collocator occupies less than eight contiguous vertical feet of space on such Tower, T-Mobile Collocator's exclusive reserved space on such Tower shall include any additional and unoccupied vertical space adjacent to the space occupied by T-Mobile Collocator as is necessary to provide T-Mobile Collocator with such eight contiguous vertical feet of space on such Tower which shall be four contiguous feet of vertical space on each Tower above and below the T-Mobile Primary Tower Space RAD Center on such Tower on the Effective Date (eight feet of vertical space in total) (the greater of such space or the Effective Date Tower Space, the "**T-Mobile Primary Tower Space**"). Notwithstanding the exclusivity of the T-Mobile Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the T-Mobile Primary Tower Space at any time, without notice to T-Mobile Collocator, to access other portions of the Tower and to install, operate, inspect, repair, maintain and replace Cables together with related mounting hardware and incidental equipment and to install, operate, inspect, repair, maintain, make improvements to and perform work on the Tower, tower-related components and equipment within the T-Mobile Primary Tower Space. If such additional space is occupied by a Tower Tenant on the Effective Date or such configuration is prohibited by Law, Tower Operator shall be required to provide only such additional space as is available or allowed by Law, as applicable. Notwithstanding the foregoing, with respect to Towers that are less than 100 feet in height, upon obtaining T-Mobile Collocator's prior written consent, which consent cannot be subject to any conditions and cannot be unreasonably withheld or delayed (and T-Mobile Collocator's failure to respond to such notice within 10 Business Days shall be deemed to constitute consent thereto), Tower Operator shall have the right to install Communications Equipment of other Tower Tenants within the T-Mobile Primary Tower Space; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the T-Mobile Communications Equipment located within the T-Mobile Primary Tower Space;

(iii) Any Additional Ground Space;

(iv) Any and all rights pursuant to Section 9(c), Section 9(d), Section 9(g), Section 9(h) and Section 10 and all appurtenant rights reasonably inferable to permit T-Mobile Collocator's full use and enjoyment of the T-Mobile Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9; and

(v) Tower Operator shall prevent and eliminate obstructions on a Site that prevent T-Mobile Collocator from having access to repair and replace all of the T-Mobile Communications Equipment and T-Mobile Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(b) **T-Mobile Collocator Permitted Use.** T-Mobile Collocator shall use the T-Mobile Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of T-Mobile's Communications Facility. T-Mobile Collocator shall not use the T-Mobile Collocation Space at any Site in a manner that would reasonably be expected to materially impair Tower Operator's rights or interest in such Site or in a manner that would reasonably make possible a Claim or Claims of adverse possession by the public, as such, or any other Person (other than T-Mobile Collocator), or of implied dedication of such T-Mobile Collocation Space. Except as specifically permitted hereunder, T-Mobile Collocator shall have no right to use or occupy any space at any Site other than the T-Mobile Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its T-Mobile Collocation Space with any Affiliate or third party (except with exclusive Backhaul Operators as specifically permitted in Section 19(c)). T-Mobile Collocator's use of the T-Mobile Collocation Space and its Communication Equipment (except as specifically permitted hereunder) shall not compete with Tower Operator's collocation business, operations or collocation activities at the Sites or in any way prevent, diminish, hinder or interfere with Tower Operator's opportunity to derive collocation revenue from the Sites (it being understood and agreed that the foregoing would prohibit T-Mobile Collocator from utilizing the T-Mobile Collocation Space or its Communication Equipment to engage in network hosting without entering into a collocation agreement with Tower Operator that permits such use (which collocation agreement must be reasonably satisfactory to Tower Operator and provide additional compensation to Tower Operator)). Notwithstanding anything to the contrary herein, T-Mobile Collocator shall be permitted to use the radio frequency signal generated by the T-Mobile Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services.

(c) **Reserved Amount of Tower Equipment in T-Mobile Collocation Space.** As to each Site, T-Mobile Collocator shall have the right, at any time, to install, maintain, modify, replace and operate in the T-Mobile Collocation Space on the Tower any Communications Equipment consisting of the greater of (i) antennas, remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 21,000 square inches and up to 24 lines of Cables or (ii) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables having an aggregate Wind Load Surface Area that is not in excess of the aggregate Wind Load Surface Area of the antennas, remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (collectively, the "**T-Mobile Reserved Amount of Tower Equipment**"). Schedule 9(c) attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment; provided that the example calculations set forth in Schedule 9(c) are intended as examples only and not as a limitation or prescription on the configurations of the actual T-Mobile Communications Equipment. The foregoing shall not limit T-Mobile Collocator's rights to place in the T-Mobile Collocation Space on a Tower, panel antennas or Cables of different size or structural loading characteristics or equipment of a different shape or technology or a different transmission frequency than that which exists on such Tower on the Effective Date; provided that (x) T-Mobile Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and equipment do not exceed the Wind Load Surface Area and the structural loading capacity of the T-Mobile Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, T-Mobile Collocator shall have the right to install, maintain, modify, replace and operate, at no additional collocation rent, any Communications Equipment and Improvements that it deems necessary in the T-Mobile Primary Ground Space. All modifications, additions and replacements of any Communications Equipment in the T-Mobile Collocation Space on the Tower that do not constitute Additional Equipment pursuant to Section 9(d) may be made without any increase in the T-Mobile Collocation Rent. Notwithstanding the above, the windloading of Communications Equipment on a Tower for structural capacity and other purposes shall be determined in accordance with Tower Operator's standard protocols and procedures for determining effective projected area. Exhibit E attached hereto contains sample calculations of the effective projected area for the hypothetical configuration of Communications Equipment set forth in Schedule 9(c).

(d) **Additional T-Mobile Communications Equipment In the T-Mobile Collocation Space.** T-Mobile Collocator may apply to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the T-Mobile Primary Tower Space in excess of the T-Mobile Reserved Amount of Tower Equipment (collectively "**Additional Equipment**"); provided that there is sufficient structural load capacity available on the Tower at the time T-Mobile Collocator applies to install such Additional Equipment. The application shall be processed and an amendment to the subject Site Lease Agreement shall be executed to document any Additional Equipment or any changes to existing equipment as of the Effective Date in accordance with Section 9(e).

(e) **Application and Amendment Process.**

(i) T-Mobile Collocator's rights to install and operate any T-Mobile Communications Equipment at a Site in addition to or in replacement of the T-Mobile Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional T-Mobile Communications Equipment or modification of the existing T-Mobile Communications Equipment at a Site shall not commence, until the following conditions are satisfied: (A) Tower Operator has received any written consent required under the Ground Lease to allow Tower Operator to permit such installation or modification, (B) T-Mobile Collocator has submitted to Tower Operator and Tower Operator has approved T-Mobile Collocator's application for such installation or modification (a "**Site Engineering Application**"); (C) Tower Operator has received and approved T-Mobile Collocator's drawings showing the installation or modification of the T-Mobile Communications Equipment; (D) Tower Operator has reviewed and accepted all permits obtained by T-Mobile Collocator for its installation or Modification of the T-Mobile Communications Equipment and all required regulatory or governmental approvals of T-Mobile Collocator's proposed installation or modification at the Site; (E) Tower Operator has received a waiver of any applicable rights of first refusal in and to the space in which any new equipment shall be located as identified by T-Mobile Collocator in the Site Engineering Application; (F) any Site Application Fee, Application Revision Fee, Inspection Fee for Third Party Work, Regulatory Fees, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study and any other applicable fees have been paid (such fees shall be determined from time to time in accordance with Tower Operator's current business practices and prevailing rates), (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed; and (H) Tower Operator has issued a notice to proceed with the proposed installation or modification; provided that if the conditions precedent listed in clauses (A) through (H) of this sentence are satisfied or determined not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install T-Mobile Communications Equipment that is within the T-Mobile Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed. If any applicable condition precedent is not satisfied within 180 days of the date of the amendment of the subject Site Lease Agreement or within such other period as may be specified in the subject amendment of the Site Lease Agreement, Tower Operator and T-Mobile Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement. The terminating party shall provide notice to the other party in the event that the amendment of the subject Site Lease Agreement is terminated due to failure to satisfy conditions precedent. Tower Operator shall endeavor to obtain, and T-Mobile Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) T-Mobile Collocator must provide Tower Operator with copies of any zoning application or amendment that T-Mobile Collocator submits to the applicable zoning authority in relation to its installation or modification of Equipment at a Site at least 72 hours prior to submission to the applicable zoning authority. Tower Operator also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Tower Tenant, as a condition of such zoning authority's approval and that would or could reduce the duration of the use of the subject Site or the operations thereon or decrease the value of the Site or its use or impair or impede Tower Operator's or the Tower Tenants' operations at the Site, or create a risk of regulatory violations; provided, however, that Tower Operator shall not unreasonably reject any conditions of approval if none of the foregoing factors are present in Tower Operator's judgment and T-Mobile Collocator agrees to pay the cost of satisfying such conditions of approval. T-Mobile Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by T-Mobile Collocator, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

(f) **Lease; Appurtenant Rights.** T-Mobile Collocator and Tower Operator expressly acknowledge that the T-Mobile Collocation Space at each Site shall be deemed leased to, reserved for or otherwise be made available to T-Mobile Collocator pursuant to this Agreement, in each case at each Site for the exclusive possession (subject to Section 9(a)(ii)) and use by T-Mobile Collocator (except as otherwise expressly provided herein), whether or not such T-Mobile Collocation Space is now or hereafter occupied. T-Mobile Collocator shall have the right to occupy at all times the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting T-Mobile Collocation Space and to repair, replace and modify any equipment of T-Mobile Collocator therein or thereon. Tower Operator also grants to T-Mobile Collocator as to each Site, and T-Mobile Collocator reserves and shall at all times retain (for the benefit of T-Mobile Collocator), subject to the terms of this Agreement, the Ground Leases, the rights of Tower Tenants and applicable laws:

(i) **Site Access.** A non-exclusive right and easement (over the surface of the Site) for ingress to and egress from the entire Site, and access to the entire Tower and all Improvements to such Site and Tower, at such times (on a 24-hour, seven day per week basis unless otherwise limited by the Ground Lease, but subject to giving Tower Operator at least one Business Day's prior notice), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as T-Mobile Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors consultants, representatives, or other persons authorized by T-Mobile Collocator) deems reasonably necessary in connection with its full use and enjoyment of the T-Mobile Collocation Space, including a right to construct, install, use, operate, maintain, repair and replace all of its equipment now or hereafter located in the applicable T-Mobile Collocation Space;

(ii) **Tower Access.** The right to undertake any activity that involves having T-Mobile Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by T-Mobile Collocator climb the Tower at any Site; provided, however, that T-Mobile Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that T-Mobile Collocator shall, except in the event of an Emergency, give Tower Operator at least one Business Day's prior written notice of its intention to exercise such right;

(iii) **Storage.** The right, exercisable during periods in which T-Mobile Collocator is actively performing work at a Site, to use any unoccupied portion of the ground space at the applicable Site for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that T-Mobile Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site upon 10 days' prior written notice from Tower Operator if such unoccupied portion of the Site is under sublease or other occupancy arrangement with a Tower Tenant that is prepared to take occupancy of such portion of the Site or is otherwise required for use by Tower Operator for work or storage at such Site; and

(iv) **Utility Lines.** A non-exclusive right and easement for the use, operation, maintenance, repair and replacement of all utility lines, Cables and all equipment and appurtenances located on the Site and providing electrical, gas and any other utility service to T-Mobile's Communications Facility on the Site, which right and easement includes the right of T-Mobile Collocator and its agents, employees and contractors to enter upon the Site to repair, maintain and replace such utility facilities. T-Mobile Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) **Maintenance.** T-Mobile Collocator shall, at all times during the Term as to any Site, at T-Mobile Collocator's sole cost and expense, keep and maintain T-Mobile Communications Equipment and T-Mobile Improvements in a structurally safe and sound condition and in working order, in accordance with the general standard of care in the telecommunications industry, subject to Tower Operator's obligations with respect to the maintenance, repair and reinforcement of the Tower hereunder.

(h) **No Obligation With Respect to Communications Facility.** In addition to, and not in limitation of any right of T-Mobile Collocator under Section 3, and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing T-Mobile Collocator's payment obligations hereunder in any manner, including its obligation to pay T-Mobile Collocation Rent, T-Mobile Collocator shall not have any obligation to occupy or to operate a Communications Facility on the T-Mobile Collocation Space of any Site, and T-Mobile Collocator shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating T-Mobile Collocator's Communications Facility on the T-Mobile Collocation Space of such Site, and retain its right to such T-Mobile Collocation Space.

(i) **Restoration.** T-Mobile Collocator shall restore any property damage (normal wear and tear excepted) to any Site or appurtenant property or any access roads thereto caused, following the Effective Date, by motor vehicles, trucks or heavy equipment of T-Mobile Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by T-Mobile Collocator within 30 days after written notice from Tower Operator (or if not capable of being performed within such 30-day period, then within a reasonable period of time, provided that T-Mobile Collocator is actively and diligently pursuing completion of such restoration work), Tower Operator may, but shall not be obligated to perform such work on behalf of and for the account of T-Mobile Collocator, and T-Mobile Collocator shall reimburse Tower Operator for the reasonable costs of such restoration work within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by T-Mobile Collocator to any Site or appurtenant property or access roads and any failure by T-Mobile Collocator to cure such damage as required hereby, shall not constitute a breach of or default by Tower Operator under this Agreement or give rise to any obligation by Tower Operator to indemnify T-Mobile Collocator's Indemnitees under this Agreement.

(j) **Waiver.** Tower Operator agrees to and does hereby waive and relinquish any lien of any kind and any and all rights, statutory or otherwise, including levy, execution and sale for unpaid rents, that Tower Operator may have or obtain on or with respect to any T-Mobile Communications Equipment or T-Mobile Improvements which shall be deemed personal property for the purposes of this Agreement, whether or not the same is real or personal property under applicable Law.

SECTION 10. Tower and Site Modifications, Replacement, Expansion and Substitution and Rights With Respect to Additional Ground Space and Tower Space.

(a) **Tower and Site Modifications.** With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the T-Mobile Reserved Amount of Tower Equipment, Tower Operator may, upon request by T-Mobile Collocator and at T-Mobile Collocator's cost and expense (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Collocation Rent or payment of any fee or charge to Tower Operator), make any Modifications to a Tower that it reasonably deems necessary to increase the structural capacity of such Tower to support the T-Mobile Reserved Amount of Tower Equipment; provided that the costs of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing commercial prices at the relevant time. The structural loading capacity of a Tower and the structural loading thereon shall be determined based on a structural report obtained by Tower Operator at T-Mobile Collocator's cost. If Tower Operator increasing the height of a Tower at the request of T-Mobile Collocator results in a requirement for FAA mandated lighting of such Tower, T-Mobile Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration for the Tower ("**ASR**"), including any environmental studies, and the cost of industry-standard lighting equipment for Tower Operator to monitor the lighting of such Tower, similar to the monitoring equipment at other lighted Sites and the reasonable and customary ongoing electrical expense and other operating expenses associated with maintaining such Tower lighting. If the increase in Tower height at the request of T-Mobile Collocator results in a requirement to detune the Tower, T-Mobile Collocator shall pay the cost of the related detuning equipment and its installation. If T-Mobile Collocator desires to replace or reinforce a Tower and requests that Tower Operator perform such work, Tower Operator shall or shall cause such work to be performed, and T-Mobile Collocator shall pay the actual, customary and reasonable one-time cost of such work (as a T-Mobile Collocator capital expenditure, without any increase in the T-Mobile Collocation Rent or payment of any fee or charge to Tower Operator), together with all actual, customary and reasonable costs incident thereto and a mutually acceptable construction management fee, within 30 days after Tower Operator delivers to T-Mobile Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(b) **Right of Substitution.** (i) Notwithstanding anything to the contrary contained in this Agreement, within 15 Business Days after request by T-Mobile Collocator, Tower Operator shall notify T-Mobile Collocator whether there is any Available Space in respect of any Site. If any such Available Space then exists, T-Mobile Collocator shall have the one-time Right of Substitution as to such Available Space upon completing Tower Operator's standard application and amendment procedures, as described in Section 9(e), and obtaining the prior written consent of Tower Operator, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tower Operator shall be entitled to perform, in its reasonable discretion, a structural analysis, at T-Mobile Collocator's sole cost and expense, prior to consenting to such Right of Substitution. For the avoidance of doubt, T-Mobile Collocator may only exercise a Right of Substitution one time with respect to each Site.

(ii) If T-Mobile Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the Communications Equipment and Improvements of T-Mobile Collocator on the Site (at T-Mobile Collocator's expense) the previously existing T-Mobile Collocation Space of the applicable Site shall automatically be released by T-Mobile Collocator and become a part of the Available Space of such Site and T-Mobile Collocator shall deliver such space in good condition, repair and order, reasonable wear and tear excepted, and shall remove all T-Mobile Communications Equipment therefrom and restore any damage thereto caused by, through or under any T-Mobile Group Member. Subject to the terms of this Agreement, and concurrently therewith, the Available Space on such Site to which the Communications Equipment and Improvements of T-Mobile Collocator have been relocated shall automatically become and constitute the T-Mobile Collocation Space.

(iii) The Parties shall promptly execute an amendment to the applicable Site Lease Agreement for the Site at which such Right of Substitution was exercised. T-Mobile Collocator shall, at its cost and expense, complete the relocation of its Communications Equipment.

(c) **Additional Ground Space.** If T-Mobile Collocator deems it necessary to obtain additional ground space ("**Additional Ground Space**") to accommodate T-Mobile Collocator's needs at any Site, T-Mobile Collocator and Tower Operator shall cooperate to determine the availability of such space and negotiate the lease of such additional space if available on such Site or determine how to secure such space if it is not available on such Site and shall follow Tower Operator's standard application and amendment procedures as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available at such Site, Tower Operator and T-Mobile Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which T-Mobile Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time T-Mobile Collocator deems it necessary to obtain such Additional Ground Space. Tower Operator shall be entitled to additional rent from T-Mobile Collocator if (i) the Additional Ground Space includes space outside of the ground space of the Site at the Effective Date or (ii) space in excess of the greater of (x) the Effective Date Ground Space and (y) 240 square feet of ground space.

(d) **Required Ground Lessor and Governmental Consents.** If the installation of any T-Mobile Communications Equipment, T-Mobile Improvement or any Tower Modification that T-Mobile Collocator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, T-Mobile Collocator shall be responsible for obtaining the same at its sole cost and expense. If the installation of any Communications Equipment, Improvement or any Tower Modification that Tower Operator desires to make requires the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor, Governmental Authority or any other Person, as applicable, Tower Operator shall be responsible for obtaining the same at its sole cost and expense or at the cost and expense of the applicable Tower Tenant.

SECTION 11. [Reserved].

SECTION 12. *Limitations on Liens.* T-Mobile Collocator shall not create or incur (and shall cause its Affiliates not to create or incur) any Lien (other than Permitted Encumbrances) against all or any part of any Site. If any such Lien (other than Permitted Encumbrances) is filed against all or any part of any Site as a result of the acts or omissions of T-Mobile Collocator or any of its Affiliates, T-Mobile Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after obtaining knowledge of such Lien. If T-Mobile Collocator fails to cause any such Lien (other than Permitted Encumbrances) to be discharged within such 30-day period, Tower Operator shall have the right, but not the obligation, to cause such Lien to be discharged and may pay the amount of such Lien in order to do so. If Tower Operator makes any such payment, all amounts paid by Tower Operator shall be payable by T-Mobile Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to T-Mobile Collocator for the same.

SECTION 13. *Tower Operator Indemnity; T-Mobile Collocator Indemnity; Procedure For All Indemnity Claims.*

(a) Tower Operator Indemnity.

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance by Tower Operator of its obligations and covenants under this Agreement;

(B) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors;

(C) Tower Operator's use, operation, maintenance or occupancy of any part of a Non-Assignable Site in violation of the terms of any applicable Ground Lease; and

(D) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with Tower Operator and its Affiliates agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement;

provided, however, that notwithstanding the foregoing, Tower Operator will not be obliged to indemnify, defend and hold the T-Mobile Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (1) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (2) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease.

(ii) Tower Operator further agrees to indemnify, defend and hold each T-Mobile Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any T-Mobile Indemnitee with respect to the matters covered in such provision.

(b) **T-Mobile Collocator Indemnity.**

(i) Without limiting T-Mobile Collocator's other obligations under this Agreement, T-Mobile Collocator agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless from, against and in respect of any and all Claims that arise out of or relate to:

(A) any default, breach or nonperformance of its obligations and covenants under this Agreement;

(B) the acts or omissions of a T-Mobile Indemnitee or any of their respective engineers, contractors or subcontractors;

(C) any work at a Site performed at by or at the direction of a T-Mobile Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that T-Mobile Collocator elects to perform under Section 24);

(D) any T-Mobile Indemnitee's use, operation, maintenance or occupancy of any T-Mobile Communications Equipment or any portion of any Site (including the T-Mobile Collocation Space) in violation of the terms of this Agreement or any applicable Ground Lease; and

(E) all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications with T-Mobile Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) T-Mobile Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that T-Mobile Collocator shall indemnify, defend and hold harmless any Tower Operator Indemnitee with respect to the matters covered in such provision.

(c) **Indemnification Claim Procedure.**

(i) Any Indemnified Party shall promptly notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of any relevant pending or threatened Claim by a third party (a "**Third Party Claim**"), describing in reasonable detail the facts and circumstances with respect to the subject matter of the Claim; provided, however, that delay in providing such notice shall not release the Indemnifying Party from any of its obligations under Section 13(a) or Section 13(b), except to the extent (and only to the extent) the delay actually and materially prejudices the Indemnifying Party's ability to defend such Claim.

(ii) The Indemnifying Party may assume and control the defense of any Third Party Claim with counsel selected by the Indemnifying Party that is reasonably acceptable to the Indemnified Party by accepting its obligation to defend in writing and agreeing to pay defense costs (including attorney's fees and expenses) within 30 days of receiving notice of the Third Party Claim. If the Indemnifying Party declines, fails to respond to the notice, or fails to assume defense of the Third Party Claim within such 30-day period, then the Indemnified Party may control the defense and the Indemnifying Party shall pay all defense costs as incurred by the Indemnified Party. The Party that is not controlling the defense of the Third Party Claim shall have the right to participate in the defense and to retain separate counsel at its own expense. The Party that is controlling the defense shall use reasonable efforts to inform the other Party about the status of the defense. The Parties shall cooperate in good faith in the defense of any Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot reasonably be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(iii) The Indemnifying Party shall not consent to a settlement of, or the entry of any judgment arising out of or in connection with, any Third Party Claim, without the consent of any Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if such settlement or judgment involves solely the payment of money, without any finding or admission of any violation of Law or admission of any wrongdoing. The Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement and obtain, as a condition of any settlement or judgment, a complete and unconditional release of each relevant Indemnified Party from any and all liability in respect of such Third Party Claim.

(iv) For indemnification Claims other than Third Party Claims, the Indemnified Party promptly shall notify the Indemnifying Party in writing of any Claim for indemnification, describing in reasonable detail the basis for such Claim. Within 30 days following receipt of this notice, the Indemnifying Party shall respond, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Section 13. If the Indemnifying Party does not notify the Indemnified party within such 30-day period that the Indemnifying Party disputes its liability to the Indemnified Party under Section 13(a) or Section 13(b), as applicable, such Claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 13(a) or Section 13(b), as applicable, and the Indemnifying Party shall pay the amount of such Claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes the existence or scope of an obligation to indemnify for the Claim within such 30-day period, it shall explain in reasonable detail the basis for the dispute. If the Parties disagree on the scope or existence of an indemnification obligation for the Claim, management representatives of the Indemnified Party and the Indemnifying Party, at the Vice President level or higher, shall meet or confer by telephone within 20 Business Days in an attempt in good faith to resolve such dispute. If such Persons are unable to resolve the dispute, either Party may act to resolve the dispute in accordance with Sections 34(i) and 34(j).

(d) During the Term, for any dispute or litigation that arises during the Term in connection with any Ground Lessor, Ground Lease, Collocation Agreement, Tower Tenant or any other issue relating to the operation of the Sites (collectively, "**Disputes**"), Tower Operator shall have the right to control, prosecute, settle or compromise such Disputes; provided, however, that Tower Operator shall not settle or compromise such Disputes (i) for which Tower Operator is seeking a claim for indemnification under the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by T-Mobile Collocator, in each case without T-Mobile Collocator's consent which shall not be unreasonably withheld, conditioned or delayed.

SECTION 14. Waiver of Subrogation; Insurance.

(a) **Mutual Waiver of Subrogation.** To the fullest extent permitted by applicable Law, Tower Operator and T-Mobile Collocator each hereby waives any and all rights of recovery, claim, action or cause of action against the other and the other's Affiliates, for any loss or damage that occurs or is claimed to occur to its property at any Site, by reason of any cause insured against, or required to be insured against, by the waiving party under the terms of this Agreement, regardless of cause or origin. In addition, Tower Operator and T-Mobile Collocator shall each ensure that any property insurance policy it carries with respect to each Site shall provide that the insurer waives all rights of recovery, claim, action or cause of action by way of subrogation against any other Party with respect to Claims for damage to property covered by such policy.

(b) **Tower Operator Insurance.** For each Site, Tower Operator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to such Site, including the Tower and Improvements on such Site (but excluding T-Mobile Communications Equipment or any other Tower Tenant's Communications Equipment), paying as they become due all premiums for such insurance:

(i) commercial general liability insurance insuring against all liability of Tower Operator and Tower Operator's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site (including Tower and the Improvements), in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) umbrella or excess liability insurance with limits not less than \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount not less than \$100.0 million in the aggregate for all Sites) against direct and indirect loss or damage by fire and all other casualties and risks covered under "**all risk**" insurance respecting the Tower and Improvements (but excluding any T-Mobile Communications Equipment and T-Mobile Improvements);

(iv) workers' compensation insurance affording statutory coverage for all employees of Tower Operator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage; and

(vi) any other insurance required under the terms of the applicable Ground Lease.

(c) **T-Mobile Collocator Insurance.** For each Site, T-Mobile Collocator shall procure, and shall maintain in full force and effect at all times during the Term as to such Site, the following types of insurance with respect to its T-Mobile Collocation Space at such Site, paying as they become due all premiums for such insurance:

(i) Commercial general liability insurance insuring against all liability of T-Mobile Collocator and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of the T-Mobile Collocation Space of such Site, in an amount of not less than \$1.0 million for bodily injury or property damage or as a result of one occurrence, and not less than \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits not less than \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of T-Mobile Collocator and any employees of its Affiliates performing activities on all Sites, with employer's liability coverage with a minimum limit of \$1.0 million each occurrence; and

(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall not be less than \$1.0 million combined single limit for each accident and for bodily injury and property damage.

(d) **Insurance Premiums; Additional Insureds and Notice of Cancellation.** Tower Operator and T-Mobile Collocator shall each pay all premiums for the insurance coverage which such Party is required to procure and maintain under this Agreement. Each insurance policy maintained by Tower Operator and T-Mobile Collocator (i) shall name the other Party as an additional insured if such insurance policy is for liability insurance (other than any workers' compensation policies) or a loss payee if such insurance policy is for casualty insurance; and (ii) shall provide that the policy cannot be canceled by the insurer as to the other Party except after the insurer gives the other Party 30 days' written notice of cancellation except for non-payment of premium. Regardless of the prior notice of cancellation required of the insurer(s), each party agrees to provide the other with at least 20 days' written notice of cancellation of any and all policies of insurance required by this Agreement. Tower Operator and T-Mobile Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all insurance with respect to each Site that such Party is required to maintain hereunder, such delivery to be made promptly after such insurance is obtained (but not later than the Effective Date) and prior to the expiration date of any such insurance.

(e) **Increased Policy Amounts.** All policy amounts set forth in this Section 14 shall be evaluated by Tower Operator and increased (if Tower Operator deems necessary) every five years during the Term of this Agreement to such amounts as are customarily carried by prudent landlords and tenants in the telecommunications industry to insure risks associated with their respective interests in facilities comparable to the Sites. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" by AM Best or a comparable rating and licensed in the state where the applicable Site to which such insurance applies is located.

(f) **Other Insurance.** Tower Operator and T-Mobile Collocator each agrees that it shall not, on its own initiative or pursuant to the request or requirement of any Tower Tenant or other Person, take out separate insurance concurrent in form or contributing in the event of loss with that required to be carried by it pursuant to this Section 14, unless the other is named in the policy as an additional insured or loss payee, if and to the extent applicable. Tower Operator and T-Mobile Collocator shall each immediately notify the other whenever any such separate insurance is taken out by it and shall deliver to the other original certificates evidencing such insurance.

SECTION 15. *Estoppel Certificate.* Tower Operator and T-Mobile Collocator each, from time to time upon 30 days' prior request by the other, shall execute, acknowledge and deliver to the other, or to a Person designated by the other, a certificate stating that this Agreement is unmodified and in full effect (or, if there have been modifications, that this Agreement is in full effect as modified, and setting forth such modifications) and the dates to which the T-Mobile Collocation Rent and other sums payable under this Agreement have been paid, and either stating that to the knowledge of the signer of such certificate no default exists under this Agreement or specifying each such default of which the signer has knowledge. The Party requesting such certificate shall, at its cost and expense, cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of any portion of a Site.

SECTION 16. *Assignment and Transfer Rights.*

(a) **Tower Operator Assignment and Transfer Rights.**

(i) Without the prior written consent of T-Mobile Collocator, Tower Operator may not assign this Agreement; provided that T-Mobile Collocator's consent shall not be required if the assignee meets the Assumption Requirements and is (x) a Qualified Tower Operator (as defined below), (y) an Affiliate of Tower Operator or (z) a successor Person of Tower Operator by way of merger, consolidation or other reorganization or by the operation of law or a Person acquiring all or substantially all of the assets of Tower Operator. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, nothing herein shall affect or impair (i) Tower Operator's ability to transfer any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreements) or its rights to receive the same, (ii) Tower Operator's ability to incur, grant or permit to exist any Liens on any revenue, rents, issues or profits derived from the Sites (including under or pursuant to this Agreement or any Collocation Agreement), (iii) the ability of any parent company of Tower Operator to pledge any equity interests in Tower Operator, (iv) Tower Operator's ability, subject to any required consent of any Ground Lessor, to enter into Mortgages or Liens in favor of any Tower Operator Lender (in which case such Tower Operator Lender shall have the right to exercise remedies under any such Mortgage or Lien in a manner consistent with the provisions of this Agreement and any Collateral Agreement) or (v) Tower Operator's right, subject to any required consent of any Ground Lessor and otherwise in accordance with the terms of this Agreement, to lease, sublease, license or otherwise make available Available Space to Tower Tenants. A "**Qualified Tower Operator**" means a tower operator that has a good business reputation and is experienced in the management and operation of communication towers.

(ii) Tower Operator shall deliver to T-Mobile Collocator documentation reasonably satisfactory to it confirming that any party to which Tower Operator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations to the extent of any such assignment.

(iii) If Tower Operator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than all of the Sites, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under this Agreement.

(iv) Tower Operator hereby agrees that any attempt of Tower Operator to assign its interest in this Agreement, in whole or in part, in violation of this Section 16 shall constitute a default under this Agreement and shall be null and void *ab initio*.

(b) **T-Mobile Collocator Assignment and Transfer Rights.**

(i) T-Mobile Collocator may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including its rights to any Site or the T-Mobile Collocation Space at such Site, to any Person or, except as permitted under Section 19(c), sublease or grant concessions or other rights for the occupancy or use of any portion of the T-Mobile Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee meets the Assumption Requirements and is (A) an Affiliate of T-Mobile Collocator, (B) a successor Person by way of merger, consolidation, or other reorganization or by operation of law or to any Person acquiring substantially all of the assets of T-Mobile Collocator or (C) in any market in which T-Mobile Collocator has ceased to operate or shall cease to operate after the consummation of the transaction that is the subject of the assignment in a manner that requires the use of the Towers in such market, T-Mobile Collocator may assign the T-Mobile Collocation Space at any Site to any wireless communications end user that intends to use the T-Mobile Collocation Space for its own wireless communications business and that enters into an agreement and consent with Tower Operator that is reasonably satisfactory to Tower Operator (collectively, a "**T-Mobile Assignee**," and such assignment, a "**T-Mobile Transfer**"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by a T-Mobile Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If T-Mobile Collocator effects a T-Mobile Transfer, then, in the case of a T-Mobile Transfer to any Person with a rating of BBB- or higher from Standard & Poor's Ratings Services or Baa3 or higher from Moody's Investor Services, the obligations of T-Mobile Collocator with respect to the portion of the T-Mobile Collocation Space that is the subject of the T-Mobile Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee of T-Mobile Collocator's interest in and to such portion of the T-Mobile Collocation Space for performance of all of the duties and obligations of T-Mobile Collocator under this Agreement with respect to such T-Mobile Collocation Space from and after the date of the T-Mobile Transfer. Otherwise, in the event of any T-Mobile Transfer, T-Mobile Collocator shall remain liable under this Agreement for the performance of T-Mobile Collocator's duties and obligations hereunder as to such applicable T-Mobile Collocation Space that is the subject of the T-Mobile Transfer.

(iii) If T-Mobile Collocator assigns, in accordance with this Agreement, its rights, interests, duties or obligations under this Agreement with respect to less than its entire interest in the T-Mobile Collocation Space at any Site to a T-Mobile Assignee, the Parties hereto shall, simultaneously therewith, enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of T-Mobile Collocator under this Agreement.

(iv) T-Mobile Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which T-Mobile Collocator assigns any of its duties and obligations hereunder in accordance with this Agreement shall, from and after the date of any such assignment, assume all such duties and obligations of T-Mobile Collocator under this Agreement to the extent of any such assignment (provided that T-Mobile Collocator's delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) T-Mobile Parent may not, without the prior written consent of Tower Operator, assign this Agreement or any of its rights, duties or obligations under this Agreement, including under Section 35, to any Person. Each of T-Mobile Parent and T-Mobile Collocator hereby agrees that any attempt of T-Mobile Parent or T-Mobile Collocator to assign its interest in this Agreement or any of its rights, duties or obligations under this Agreement, in whole or in part, in violation of this Section 16(b) shall constitute a default under this Agreement and shall be null and void *ab initio*.

(vi) In the event of any T-Mobile Transfer or other disposition by T-Mobile Collocator of its interest in the T-Mobile Collocation Space to any Person that is a competitor of Tower Operator or any of its Affiliates, all rights of T-Mobile Collocator relating to, and the associated obligations of Tower Operator with respect to, the T-Mobile Reserved Amount of Tower Equipment and the Reserved T-Mobile Loading Capacity shall automatically terminate and in no event shall such rights transfer to or otherwise benefit such Person.

SECTION 17. Environmental Covenants.

(a) **Tower Operator Environmental Covenants.** Tower Operator covenants and agrees that Tower Operator shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws.

(b) **T-Mobile Collocator Environmental Covenants.** T-Mobile Collocator covenants and agrees that, from and after the Effective Date, as to each Site upon which it leases or otherwise uses or occupies any T-Mobile Collocation Space (i) T-Mobile Collocator shall not conduct or allow to be conducted upon any such T-Mobile Collocation Space of any Site any business operations or activities, or employ or use a T-Mobile Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that T-Mobile Collocator shall have the right to bring, use and keep on the T-Mobile Collocation Space of any Site in customary quantities and in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other Hazardous Materials commonly used in the telecommunications industry reasonably necessary for the operation and maintenance of each T-Mobile Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) T-Mobile Collocator shall carry on its business and operations on the T-Mobile Collocation Space of any Site in compliance with, and shall remain in compliance with, all applicable Environmental Laws unless non-compliance results from the acts or omissions of Tower Operator or any Tower Tenant; (iii) T-Mobile Collocator shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials unless non-compliance results from the acts or omissions of Tower Operator or any Tower Tenant; (iv) to the extent such Hazardous Materials were deposited by T-Mobile Collocator or any of its Affiliates, agents, employees, engineers, contractors or subcontractors, T-Mobile Collocator shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all such Hazardous Materials on, from or affecting each Site in accordance with, and to the extent necessary to comply with, all applicable Environmental Laws; and (v) T-Mobile Collocator shall promptly notify Tower Operator in writing if T-Mobile Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) T-Mobile Collocator has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from the T-Mobile Collocation Space of, or otherwise affecting, any Site, (C) T-Mobile Collocator may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) the T-Mobile Collocation Space of any Site or the Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law. To the extent requested by Tower Operator, T-Mobile Collocator agrees to provide copies of all material safety data sheets for approved Hazardous Materials brought to any Site and annual inventories of such Hazardous Materials present at any Site to Tower Operator, no later than December 31 of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, T-Mobile Collocator must provide notice to Tower Operator of any above ground or underground storage tank installed by T-Mobile Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. T-Mobile Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

SECTION 18. Taxes. T-Mobile Collocator shall be responsible for and shall pay all sales Taxes or Taxes in the nature of sales Taxes (including Taxes such as the Arizona privilege Tax and the New Mexico gross receipts Tax) with respect to any rent payments under this Agreement; provided, however, that T-Mobile Collocator shall not be responsible for any such Tax unless (i) Tower Operator notifies T-Mobile Collocator of its obligation under this Section 18 within 18 months after the billing date for the corresponding rent payment or (ii) the liability for such Tax is based on an administrative ruling or judicial decision that occurs after the end of such 18-month period. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to T-Mobile Collocator of the applicable ruling or decision and give T-Mobile Collocator a reasonable opportunity to contest its liability for the Tax.

SECTION 19. Utilities.

(a) As among T-Mobile Collocator and all new Tower Tenants, Tower Operator shall cause utility charges to be separately metered. T-Mobile Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by T-Mobile Collocator at each Site in the operation of T-Mobile's Communications Facility at such Site. Notwithstanding the foregoing provisions of this Section 19, if the applicable utility service provider shall not render a separate bill for T-Mobile Collocator's usage, T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual metered usage at the rate charged to Tower Operator by the applicable utility service provider, or if Tower Operator is prohibited from installing a separate meter to measure T-Mobile Collocator's usage, T-Mobile Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and T-Mobile Collocator shall reimburse Tower Operator monthly for T-Mobile Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and T-Mobile Collocator agree to cooperate in determining a method by which to measure or estimate T-Mobile Collocator's usage if the usage is not capable of actual measurement). Notwithstanding anything to the contrary contained herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to T-Mobile Communications Equipment. T-Mobile Collocator shall pay for all utility services utilized by T-Mobile Collocator and its Affiliates in its operations at each Site prior to delinquency.

(b) If not prohibited by applicable Laws, T-Mobile Collocator shall allow Tower Operator to use T-Mobile Collocator's power sources at all Sites with tower lighting systems, solely for the purpose of providing electrical power for Tower Operator's light monitoring equipment on such Site and to maintain Tower lighting on such Site as required under this Agreement and applicable Law, and subject to the terms of the Transition Services Agreement. Connecting Tower Operator's light monitoring equipment to T-Mobile Collocator's electrical power source (unless necessary as a result of an increase in the height of a Tower due to a Modification made at the request of T-Mobile Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses T-Mobile Collocator's power sources, Tower Operator may continue to use such T-Mobile Collocator power sources in consideration of a monthly payment of \$50.00 for incandescent lighting or \$20.00 for strobe and LED lighting. Tower Operator may connect to its own power source and stop using T-Mobile Collocator's power source at any time, upon which its obligation to make such monthly payments shall cease. Notwithstanding anything to the contrary contained herein, Tower Operator is not required to obtain its own power source for lighting and monitoring equipment if lighting at a Site is not required under applicable Law (including approvals granted by any local zoning board) or other existing written agreement.

(c) T-Mobile Collocator may sublease, license or sublicense all or any portion of the T-Mobile Collocation Space at any Site to any Backhaul Operator (as defined below) providing Backhaul Services (as defined below) exclusively to T-Mobile Collocator in connection with the operation of T-Mobile Collocator's communications network and allow such Backhaul Operator to use its network, T-Mobile Communications Equipment, T-Mobile Improvements or Communications Facility; provided, however, that (i) T-Mobile Collocator shall follow the application and amendment requirements set forth in Section 9(e) with respect to such sublease, license or sublicense and (ii) substantially concurrently with and as a condition precedent to such sublease, license or sublicense T-Mobile Collocator shall enter into a three-party agreement with Tower Operator and such Backhaul Operator, which agreement shall, among other things, provide that if at any time such Backhaul Operator provides Backhaul Services to any Tower Tenant, then such Backhaul Operator shall pay rent to Tower Operator for the space occupied by its equipment at fair market rates (to be further described in such three-party agreement). "**Backhaul Operator**" means a Person providing services to transmit voice, video, internet or data from a Site to another location. "**Backhaul Services**" means, with respect to a Site, the transmission of voice, video, internet or data originating from T-Mobile Collocator or a Tower Tenant Communications Equipment base station appurtenant to such Site.

SECTION 20. Compliance with Law; Governmental Permits.

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all certificates, permits, licenses and other approvals relating to Government Approvals (including those relating to FCC and FAA regulations) and comply with all Laws, required or imposed by Governmental Authorities, in connection with the operation and maintenance of the Included Property at each Site (including the Tower on such Site). Tower Operator shall conduct annual inspections of all Sites; provided that until the requisite waiver from the FCC has been obtained by the T-Mobile Ground Lease Additional Party with respect to the Non-Assignable Sites, Tower Operator shall conduct quarterly inspections of all Non-Assignable Sites with lighted Towers of such T-Mobile Ground Lease Additional Party. T-Mobile Collocator shall, at its own cost and expense, comply with all Laws, required or imposed by Governmental Authorities, in connection with its use of each Site.

(b) Tower Operator shall, at its own cost and expense, reasonably cooperate with T-Mobile Collocator or its Affiliates in their efforts to obtain and maintain in effect any certificates, permits, licenses and other approvals and to comply with any Laws required or imposed on T-Mobile Collocator by Governmental Authorities applicable to the T-Mobile Communications Equipment and the T-Mobile Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense, provide to T-Mobile Collocator any documentation that may be necessary for T-Mobile Collocator to comply with all FCC reporting requirements relating to the T-Mobile Communications Equipment and the T-Mobile Collocation Space.

(c) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for T-Mobile Collocator to obtain any certificate, permit or other approval relating to the T-Mobile Communications Equipment itself (e.g., FCC type certification).

(d) T-Mobile Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide required information and to comply with all Laws required or imposed by Governmental Authorities applicable to each Site.

SECTION 21. Compliance with Specific FCC Regulations.

(a) From and after the Effective Date, T-Mobile Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Tenant with respect to each Site regarding compliance with applicable FCC regulations.

(b) T-Mobile Collocator acknowledges and agrees that T-Mobile Communications Equipment at each Site is subject to the regulations of the FCC, including regulations regarding exposure by workers and members of the public to the radio frequency emissions generated by T-Mobile Communications Equipment, and T-Mobile Collocator agrees to comply (and T-Mobile Collocator shall cause its Affiliates to comply) with all FCC Regulations and all other Applicable Laws. T-Mobile Collocator acknowledges that such regulations prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. T-Mobile Collocator shall install at its expense such marking, signage, or barriers to restrict access to any T-Mobile Communications Equipment on a Site in respect of any T-Mobile Collocation Space on such Site as T-Mobile Collocator deems necessary in order to comply with the applicable FCC regulations. T-Mobile Collocator shall cooperate in good faith with Tower Operator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any T-Mobile Communications Equipment at or near any Site in respect of any T-Mobile Collocation Space on such Site. T-Mobile Collocator, at its option, may also install signage at any Site identifying T-Mobile's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(c) T-Mobile Collocator further agrees to alert all personnel working at or near each Site, including T-Mobile Collocator's maintenance and inspection personnel, to maintain the prescribed distance from the Communications Equipment and to otherwise follow the posted instructions of Tower Operator.

(d) The Parties acknowledge that T-Mobile Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications services and that the Sites are used to provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by T-Mobile Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by T-Mobile Collocator or its Affiliates, to allow Tower Operator to in any manner control the T-Mobile Communications Equipment, or to limit the right of T-Mobile Collocator (or an Affiliate thereof) to take all necessary actions to comply with its obligations as an FCC licensee or with any other legal obligations to which it is or may become subject (subject to the other terms of this Agreement with respect to actions T-Mobile Collocator or its Affiliates may take with respect to a Site).

SECTION 22. *Holding Over.* If during the Term of this Agreement T-Mobile Collocator remains in possession of the T-Mobile Collocation Space at any Site after expiration or termination of T-Mobile Collocator's leaseback of or other right to use and occupy the T-Mobile Collocation Space at such Site without any express written agreement by Tower Operator, then T-Mobile Collocator shall be a month-to-month tenant with the monthly T-Mobile Collocation Rent equal to 150% of the monthly T-Mobile Collocation Rent last applicable to the T-Mobile Collocation Space and subject to all of the other terms set forth in this Agreement. If T-Mobile Collocator remains a month-to-month holdover tenant at any Site for more than 12 consecutive months, T-Mobile Collocator shall be deemed to have renewed its leaseback or other right to use and occupy the T-Mobile Collocation Space at such Site for a renewal term of five years, with the monthly T-Mobile Collocation Rent being equal to the monthly T-Mobile Collocation Rent applicable during the period of such month-to-month tenancy (provided such rent shall not be less than the fair market rent of such Site at that time) and subject to all of the other terms set forth in this Agreement (including with respect to any escalation of such T-Mobile Collocation Rent by reference to CPI or any other increases in or adjustments to such T-Mobile Collocation Rent).

SECTION 23. *Rights of Entry and Inspection.* T-Mobile Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of T-Mobile Communications Equipment located on the Tower in accordance with the general standard of care in the tower industry to ascertain compliance with the provisions of this Agreement. Tower Operator may visually inspect, but shall not be entitled to have any access to any enclosed T-Mobile Communications Equipment. Nothing in this Section 23 shall imply or impose any duty or obligation upon Tower Operator to enter upon any Site at any time for any purpose, or to inspect T-Mobile Communications Equipment at any time, or to perform, or pay the cost of, any work that T-Mobile Collocator or its Affiliates is required to perform under any provision of this Agreement, and Tower Operator has no such duty or obligation.

SECTION 24. *Right to Act for Tower Operator.* In addition to and not in limitation of any other remedy T-Mobile Collocator may have under this Agreement, if Tower Operator fails to make any payment or to take any other action when and as required under this Agreement in order to correct a condition the continued existence of which is imminently likely to cause bodily injury or have a material adverse effect on the ability of T-Mobile Collocator to operate the T-Mobile Communications Equipment at any Site, then subject to the following sentence, T-Mobile Collocator may, without demand upon Tower Operator and without waiving or releasing Tower Operator from any duty, obligation or liability under this Agreement, make any such payment or take any such other action required of Tower Operator (except any work on the tower), in each case in compliance with applicable Law in all material respects and in a manner consistent with the general standard of care in the tower industry. Unless Tower Operator's failure results in or relates to an Emergency, T-Mobile Collocator shall give Tower Operator at least 10 Business Days' prior written notice of T-Mobile Collocator's intended action and Tower Operator shall have the right to cure such failure within such 10 Business Day period unless the same is not able to be remedied in such 10 Business Day period, in which event such 10 Business Day period shall be extended; provided Tower Operator has commenced such cure within such 10 Business Day period and continuously prosecutes the performance of the same to completion with due diligence. No prior notice shall be required in the event of an Emergency. The actions that T-Mobile Collocator may take include, in addition to any actions permitted under Section 4, the payment of insurance premiums that Tower Operator is required to pay under this Agreement and the payment of Ground Rent that Tower Operator is required to pay under the Ground Leases. T-Mobile Collocator may pay all incidental costs and expenses incurred in exercising its rights under this Agreement, including reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. An amount equal to 120% of the total amount of the costs and expenses incurred by T-Mobile Collocator in accordance with this Section 24 shall be due and payable by Tower Operator upon demand and bear interest at the rate of the lesser of (A) the Prime Rate or (B) 10% per annum from the date five days after demand until paid by Tower Operator.

SECTION 25. Defaults and Remedies.

(a) **T-Mobile Collocator Events of Default.** The following events constitute events of default by T-Mobile Collocator: (i) In respect of this Agreement or any Site Lease Agreement, T-Mobile Collocator fails to timely pay any portion of the T-Mobile Collocation Rent, and any such failure continues for 10 Business Days after written notice from Tower Operator;

(ii) T-Mobile Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the T-Mobile Collocation Rent, and such failure continues for 10 Business Days after written notice from Tower Operator;

(iii) T-Mobile Collocator violates or breaches any term of this Agreement in respect of any Site, and T-Mobile Collocator fails to cure such breach or violation within 30 days of receiving notice thereof from Tower Operator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act continuously and diligently to complete the cure of such breach or violation within a reasonable time; provided that if any such default causes Tower Operator to be in default under any Collocation Agreement existing prior to the Effective Date, the 30 day period referenced above in this Section 25(a)(iii) shall be reduced to such lesser time period as Tower Operator notifies such T-Mobile Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iv) A Bankruptcy event occurs with respect to T-Mobile Collocator; or T-Mobile Collocator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by T-Mobile Collocator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if T-Mobile Collocator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by T-Mobile Collocator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against T-Mobile Collocator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any proceeding under the federal Bankruptcy Code is instituted against T-Mobile Collocator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against T-Mobile Collocator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by T-Mobile Collocator or is not dismissed within 90 days after the date upon which it was brought; or

(v) T-Mobile Collocator rejects its rights to sublease or right to use any Site under Section 365 of the federal Bankruptcy Code.

(b) **Tower Operator Remedies With Respect to T-Mobile Collocator Defaults; T-Mobile Collocator Cure Rights.** (i) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator only if such event of default is then occurring in respect of 10% or more of the Sites, in the aggregate. If an event of default by T-Mobile Collocator under Section 25(a)(i) or Section 25(a)(ii) is then occurring in respect of less than 10% of the Sites, in the aggregate, then subject to the terms of this Agreement, Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space only as to those Sites leased, used or occupied by T-Mobile Collocator with respect to which such event of default is occurring. Tower Operator may terminate this Agreement as to such Site or Sites, as applicable, by giving T-Mobile Collocator written notice of termination; termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after T-Mobile Collocator's receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iii), as to the T-Mobile Collocation Space of a Site, Tower Operator may terminate this Agreement as to the applicable Site and T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable T-Mobile Collocation Space, 30 days after T-Mobile Collocator's receipt of such termination notice.

(iii) Upon the occurrence of any event of default by T-Mobile Collocator under Section 25(a)(iv) or Section 25(a)(v), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the T-Mobile Collocation Space at any or all Sites leased, used or occupied by T-Mobile Collocator by giving T-Mobile Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after T-Mobile Collocator's receipt of such termination notice.

(iv) Notwithstanding anything to the contrary contained herein, if T-Mobile Collocator is determined to be in default pursuant to Section 25(f), then T-Mobile Collocator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to T-Mobile Collocator shall not be deemed to have occurred.

(c) **Tower Operator Events of Default.** The following events constitute events of default by Tower Operator:

(i) Tower Operator violates or breaches any material term of this Agreement in respect of any Site, and Tower Operator fails to cure such breach or violation within 30 days of receiving notice thereof from T-Mobile Collocator or, if the violation or breach cannot be cured within 30 days (other than a failure to pay money), fails to take steps to cure such violation or breach within such 30 days and act diligently to complete the cure of such violation or breach within a reasonable time;

(ii) A Bankruptcy event occurs with respect to Tower Operator; or Tower Operator becomes insolvent or makes an assignment for the benefit of creditors; or any action is brought by Tower Operator seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or Tower Operator commences a voluntary proceeding under the federal Bankruptcy Code; or any action or petition is otherwise brought by Tower Operator seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or any action is brought against Tower Operator seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any Bankruptcy proceeding is instituted against Tower Operator and (A) an Order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was instituted; or any action or petition is otherwise brought against Tower Operator seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tower Operator or is not dismissed within 90 days after the date upon which it was brought; or

(iii) The leaseback to T-Mobile Collocator or other right by T-Mobile Collocator to use and occupy the T-Mobile Collocation Space is rejected by Tower Operator under Section 365 of the federal Bankruptcy Code.

Notwithstanding anything to the contrary contained herein, no event of default shall be deemed to occur and exist under this Agreement as a result of a violation or breach by Tower Operator of (i) any term of this Agreement as a result of the occurrence of any Force Majeure, (ii) any term of this Agreement that requires Tower Operator to comply in all respects with any applicable Law (including, for the avoidance of doubt, any applicable Environmental Law) or any Ground Lease if (x) Tower Operator complies with such Law or such Ground Lease, as applicable, in all material respects and (y) no claims, demands, assessments, actions, suits, fines, levies or other penalties have been asserted against or imposed on T-Mobile Collocator by any Governmental Authority as a result of Tower Operator's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of Tower Operator's non-compliance in all respects with such Ground Lease and (iii) Section 5(a), Section 6, Section 8(a), Section 8(c), Section 17, Section 20 or Section 21 if such violation or breach arises out of or relates to any event, condition or occurrence that occurred prior to, or is in existence as of, the Effective Date unless such violation or breach has not been cured on or prior to the first anniversary of the Effective Date; provided, however, that if T-Mobile Collocator gives Tower Operator notice of any event, condition or occurrence giving rise to an obligation of Tower Operator to repair, maintain or modify a Tower under Section 6(a), or Tower Operator otherwise obtains knowledge thereof, Tower Operator shall remedy such event, condition or occurrence in accordance with its standard protocol and procedures for remedying similar events, conditions or occurrences with respect to its portfolio of telecommunications tower sites (taking into account whether such event, condition or occurrence is deemed an emergency, a priority or a routine matter in accordance with Tower Operator's then current practices).

(d) T-Mobile Collocator Remedies.

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) in respect of any Site, T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination, and this Agreement shall be terminated as to such Site 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(ii) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(ii) or Section 25(c)(iii), T-Mobile Collocator may terminate this Agreement as to such Site by giving Tower Operator written notice of termination; termination with respect to the affected Site shall be effective 30 days after Tower Operator's receipt of such termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect.

(iii) Upon the occurrence of events of default by Tower Operator (excluding those resulting from any default of T-Mobile Collocator or the occurrence of any Force Majeure) not cured as provided for in Section 25(c) by Tower Operator relating to more than 20% of the Sites, in the aggregate, during any consecutive five-year period, so that the aggregate impact of those uncured defaults results in material harm to the business and operations of T-Mobile Collocator and subject to arbitration under Section 25(f), T-Mobile Collocator may, upon giving 60 days' prior written notice to Tower Operator, terminate this Agreement as to all Sites (which notice shall contain a reasonably specific description of each of such events of default), and this Agreement shall be terminated as to all Sites at the time designated by T-Mobile Collocator in its notice of termination to Tower Operator.

(iv) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined to be in default pursuant to Section 25(f), then Tower Operator shall have 20 days following such determination to initiate a cure of such default and so long as such cure is diligently completed, an event of default with respect to Tower Operator shall not be deemed to have occurred.

(e) **No Limitation on Remedies.** T-Mobile Collocator or Tower Operator, as applicable, may pursue any remedy or remedies provided in this Agreement or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including (i) specific performance or other equitable remedies, (ii) money damages arising out of such default or (iii) in the case of Tower Operator's default, T-Mobile Collocator may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement pursuant to Section 24.

(f) **Arbitration.** Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within 10 days after receiving the notice, initiate arbitration proceedings to determine the existence of any such default or termination right. Such arbitration proceedings shall be conducted in accordance with and subject to the procedures for arbitration set forth in the Master Agreement.

(g) **Remedies Not Exclusive.** Unless expressly provided herein, a Party's pursuit of any one or more of the remedies provided in this Agreement shall not constitute an election of remedies excluding the election of another remedy or other remedies, a forfeiture or waiver of any amounts payable under this Agreement as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Agreement.

(h) **No Waiver.** Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Agreement. Except as otherwise provided herein, any termination of this Agreement pursuant to this Section 25, or partial termination of a Party's rights hereunder, shall not terminate or diminish any Parties' rights with respect to the obligations that were to be performed on or before the date of such termination.

(i) **Continuing Obligations.** Any termination by Tower Operator of T-Mobile Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of T-Mobile Collocator to pay the T-Mobile Collocation Rent provided for herein or any other amounts with respect to such Site(s).

SECTION 26. Quiet Enjoyment. Tower Operator covenants that T-Mobile Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the T-Mobile Collocation Space at each Site and shall have the right provided herein to operate its equipment at each Site without hindrance or interruption from Tower Operator.

SECTION 27. No Merger. There shall be no merger of this Agreement or any subleasehold interest or estate created by this Agreement in any Site with any superior estate held by a Party by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Agreement in any Site and such superior estate; and this Agreement shall not be terminated, in whole or as to any Site, except as expressly provided in this Agreement. Without limiting the generality of the foregoing provisions of this Section 27, there shall be no merger of the subleasehold interest or estate created by this Agreement in Tower Operator in any Site with any underlying fee interest that Tower Operator may acquire in any Site that is superior or prior to such subleasehold interest or estate created by this Agreement in Tower Operator.

SECTION 28. Broker and Commission.

(a) All negotiations in connection with this Agreement have been conducted by and between Tower Operator and T-Mobile Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and Deutsche Bank (the "**Financial Advisors**"), which are advising T-Mobile Parent in connection with this Agreement and related transactions and which shall be paid solely by T-Mobile Parent.

(b) Tower Operator and T-Mobile Collocator warrants and represents to the other that there are no broker's commissions or fees payable by it in connection with this Agreement by reason of its respective dealings, negotiations or communications other than the advisor's fees payable to the Financial Advisors which shall be payable by T-Mobile Parent.

SECTION 29. Recording of Memorandum of Site Lease Agreement; Preparation and Amendment to the Site Lease Agreement.

(a) Subject to the applicable provisions of the Master Agreement, for each T-Mobile Collocation Space at an Assignable Site, following the execution of this Agreement or after any Conversion Closing, T-Mobile Collocator and Tower Operator shall each have the right, at its sole cost and expense, to cause a Memorandum of Site Lease Agreement to be filed in the appropriate County property records (unless the Ground Lease for any applicable Assignable Site prohibits such recording) to provide constructive notice to third parties of the existence of this Agreement and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Party.

(b) In addition to and not in limitation of any other provision of this Agreement, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits to this Agreement or to the applicable Memorandum of Site Lease Agreement. After making such corrections, the Party that recorded the Memorandum of Site Lease Agreement shall re-record such Memorandum of Site Lease Agreement to reflect such corrections, at the sole cost and expense of the Party that requested such correction, and shall promptly provide in electronic form a recorded copy of same to the other Party.

(c) The Parties shall cooperate with each other to cause changes to be made in the Memorandum of Site Lease Agreement for such Site, if such changes are requested by either Party to evidence any permitted changes in the description of the T-Mobile Collocation Space respecting such Site or equipment or improvements thereof, and the Party that requested such changes to the Memorandum of Site Lease Agreement shall record same at its sole cost and expense and shall promptly provide in electronic form a recorded copy of same to the other Party.

SECTION 30. Damage to the Site, Tower or the Improvements.

(a) If there occurs a casualty that damages or destroys all or a Substantial Portion of any Site, then within 60 days after the date of the casualty, Tower Operator shall notify T-Mobile Collocator in writing as to whether the Site is a Non-Restorable Site, which notice shall specify in detail the reasons for such determination by Tower Operator, and if such Site is not a Non-Restorable Site (a "**Restorable Site**") the estimated time, in Tower Operator's reasonable judgment, required for Restoration of the Site (a "**Casualty Notice**"). If the Casualty Notice states that such Site is a Non-Restorable Site, then Tower Operator or T-Mobile Collocator shall have the right to terminate T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site, upon written notice to the other Party (given within the time period required below) and such leaseback or other use and occupancy at such Site shall terminate as of the date of such notice. Any such notice of termination shall be given not later than 30 days after receipt of the Casualty Notice (or after final determination that the Site is a Non-Restorable Site if arbitration is instituted as provided above). In all instances Tower Operator shall have the sole right to retain all insurance Proceeds related to a Non-Restorable Site.

(b) If there occurs, as to any Site, a casualty that damages such Site but Tower Operator determines that the Site is a Restorable Site, then Tower Operator, at its sole cost and expense, shall promptly commence and diligently prosecute to completion, within a period of 60 days after the date of the damage, the adjustment of Tower Operator's insurance Claims with respect to such event and, thereafter, promptly commence, and diligently prosecute to completion, the Restoration of the Site. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 30.

(c) Without limiting Tower Operator's obligations under this Agreement in respect of a Site subject to a casualty, if Tower Operator undertakes the Restoration of a Site that has suffered a casualty, Tower Operator shall, if commercially feasible, make available to T-Mobile Collocator a portion of the Included Property of such Site for the purpose of T-Mobile Collocator locating, at its sole cost and expense, a temporary communications facility, and shall give T-Mobile Collocator priority over Tower Tenants at such Site as to the use of such portion of the Site; provided, however, that (i) the placement of such temporary communications facility shall not interfere in any material respect with Tower Operator's Restoration or the continued operations of any Tower Tenant; (ii) T-Mobile Collocator shall obtain any permits and approvals, at T-Mobile Collocator's cost, required for the location of such temporary communications facility on such Site; and (iii) there must be Available Space on the Site for locating such temporary communications facility.

(d) If Tower Operator undertakes the Restoration of a Site but fails at any time to diligently pursue the substantial completion of the Restoration (subject to delay for Force Majeure or the inability to obtain Governmental Approvals, as opposed to merely a delay in obtaining Governmental Approvals), T-Mobile Collocator may terminate this Agreement as to T-Mobile Collocator's leaseback or other use and occupancy of the T-Mobile Collocation Space at such Site upon giving Tower Operator written notice of its election to terminate at any time prior to completion of the Restoration.

(e) From and after any casualty as to any Site described in this Section 30 and during the period of Restoration at a Site, the T-Mobile Collocation Rent with respect to such Site shall abate until completion of the Restoration.

(f) The Parties acknowledge and agree that this Section 30 is in lieu of and supersedes any statutory requirements under the laws of any State applicable to the matters set forth in this Section 30.

SECTION 31. *Condemnation.*

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use, then either Tower Operator or T-Mobile Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to other within 30 days of the occurrence of such Taking, whereupon the Term shall automatically expire as to such Site, as of the earlier of (i) the date upon which title to such Site, or any portion of such Site, is vested in the condemning authority, or (ii) the date upon which possession of such Site or portion of such Site is taken by the condemning authority, as if such date were the Site Expiration Date as to such Site, and each Party shall be entitled to prosecute, claim and retain the entire Award attributable to its respective interest in such Site under this Agreement.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Agreement and all duties and obligations of Tower Operator under this Agreement in respect of such Site shall remain unmodified, unaffected and in full force and effect. Tower Operator shall promptly proceed with the Restoration of the remaining portion of such Site (to the extent commercially feasible) to a condition substantially equivalent to its condition prior to the Taking. Tower Operator shall be entitled to apply the Award received by Tower Operator to the Restoration of any Site from time to time as such work progresses; provided, however, that T-Mobile Collocator shall be entitled to prosecute and claim an amount of any Award reflecting its interest under this Agreement. If the cost of the Restoration exceeds the Award recovered by Tower Operator, Tower Operator shall pay the excess cost. If the Award exceeds the cost of the Restoration, the excess shall be paid to Tower Operator upon completion of the Restoration.

(c) If there occurs a Taking of any portion of any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the Term as to such Site. Notwithstanding anything to the contrary contained in this Agreement, during such time as Tower Operator will be out of possession of such Site, if an Assignable Site, or unable to operate such Site, if a Non-Assignable Site, by reason of such Taking, the failure to keep, observe, perform, satisfy and comply with those terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of Tower Operator's being out of possession of or unable to operate (as applicable) such Site shall not be a breach of or an event of default under this Agreement. Each Party shall be entitled to prosecute, claim and retain the Award attributable to its respective interest in such Site under this Agreement for any such temporary Taking.

(d) If there occurs a Taking of all or any part of any T-Mobile Collocation Space at any Site for temporary use, then this Agreement shall remain in full force and effect as to such Site for the remainder of the then-current Term. Notwithstanding anything to the contrary contained in this Agreement, during such time as T-Mobile Collocator shall be out of possession of such T-Mobile Collocation Space by reason of such Taking, the failure by T-Mobile Collocator to keep, observe, perform, satisfy, and comply with these terms and conditions of this Agreement compliance with which are effectively impractical or impossible as a result of T-Mobile Collocator's being out of possession of such T-Mobile Collocation Space shall not be a breach of or an event of default under this Agreement, and T-Mobile Collocator shall not be liable for payment of the T-Mobile Collocation Rent during the period of the temporary Taking.

SECTION 32. [Reserved].

SECTION 33. CA/NV Purchase Option. Tower Operator shall notify T-Mobile Collocator as to whether or not Tower Operator shall exercise any then applicable and existing purchase option under the CA/NV Master Lease with respect to any CA/NV Site no later than 180 days prior to the expiration of the Option Trigger Window (as defined in the CA/NV Master Lease) with respect to such CA/NV Site. If such notice states that Tower Operator shall exercise such option, such notice shall state the date on which Tower Operator shall exercise such option. If (i) such notice states that Tower Operator shall not exercise such option and (ii) Tower Operator has not otherwise secured the tenure of such CA/NV Site and shall forfeit such CA/NV Site if Tower Operator does not exercise such option, then:

(a) Tower Operator shall take commercially reasonable efforts to assign Tower Operator's rights to such purchase option (and the related obligations under the CA/NV Master Lease) to T-Mobile Collocator;

(b) T-Mobile Collocator shall pay to SBC Tower Holdings LLC or its successor under the CA/NV Master Lease the purchase price with respect to such exercise of such option; and

(c) Tower Operator shall have no further rights or obligations pursuant to this Agreement or otherwise with respect to the CA/NV Sites subject to such purchase option.

If the CA/NV Master Lease expires with respect to any CA/NV Site before this Agreement expires with respect to such CA/NV Site, including as a result of the failure to exercise any then applicable and existing purchase option for such CA/NV Site, then this Agreement shall terminate and have no further force and effect as to the T-Mobile Collocation Space within such CA/NV Site (except for any obligations accruing prior to or as of the expiration date for such Site that are then unperformed).

Notwithstanding the foregoing, Tower Operator shall not be required to give the notice referred to in the first paragraph of this Section 33 and T-Mobile Collocator shall have no rights under this Section 33 (A) if T-Mobile Collocator is in default of its obligations under this Agreement as to the applicable CA/NV Site beyond applicable notice and cure periods provided herein, (B) if T-Mobile Collocator has given a Termination Notice relating to such CA/NV Site or (C) Tower Operator has otherwise secured the tenure of such CA/NV Site and shall not forfeit such CA/NV Site if Tower Operator does not exercise such option.

SECTION 34. General Provisions.

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the enforcement of this Agreement with respect to a particular Site as to matters relating to real property and matters mandatorily governed by local Law, shall be governed by and construed in accordance with the laws of the state in which the Site in question is located.

(c) **Entire Agreement; Successors and Assignees.** This Agreement (including, for the avoidance of doubt, the Exhibits), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assignees.

(d) **Fees and Expenses.** Except as otherwise specifically set forth in this Agreement, whether the transactions contemplated by this Agreement are or are not consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses.

(e) **Notices.** All notices, requests, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered (i) the next Business Day when sent overnight by a nationally recognized overnight courier service, or (ii) upon delivery when personally delivered to the receiving Party. All such notices and communications shall be mailed, sent or delivered as set forth below or to such other person(s) or address(es) as the receiving Party may have designated by written notice to the other Party. In addition to the addressees below, all such notices related to a specific Site or Sites shall be sent concurrently herewith to the addresses set forth in the Site Lease Agreement applicable to such Sites.

If to T-Mobile Collocator to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek

If to T-Mobile Parent to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

and a copy of any notice given pursuant to Section 25 to:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Legal Department

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: CFO (Jay Brown)
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice given pursuant to Section 25 to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: Legal Department

- (f) **Amendment; Modifications.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties.
- (g) **Time of the Essence.** Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.
- (h) **Specific Performance.** Each Party recognizes and agrees that in the event of any failure or refusal to perform the obligations required by this Agreement, remedies at Law would be inadequate and that, subject to the terms of this Agreement, in addition to such other remedies as may be available to it at Law or in equity, either party may seek injunctive relief and to enforce its rights by an action for specific performance to the fullest extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 34(j) of this Agreement, nothing contained in this Agreement shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or applicable Law for such breach or threatened breach, including the recovery of damages.
- (i) **Jurisdiction and Consent to Service.** Each of the Parties (i) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought solely in the state courts of the State of New York sitting in the County of New York or federal courts of the State of New York for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (iii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court, and (iv) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

(j) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG ANY OF THE PARTIES HEREUNDER, WHETHER UNDER OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD PARTY CLAIM OR OTHERWISE.

(k) **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability under this Agreement, for: (y) any punitive or exemplary damages, or (z) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages. It is understood and agreed that T-Mobile Collocator or an Affiliate of T-Mobile Collocator will be entering into a particular Site Lease Agreement and that each such Affiliate executing the applicable Site Lease Agreement shall be liable with respect to such Site Lease Agreement (for the avoidance of doubt, Section 35 will remain unaffected and in full force and effect). All communications and invoices relating to a Site Lease Agreement must be directed to the party signing that Site Lease Agreement.

(l) **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(m) **Conversion of MPL Sites.** Notwithstanding anything to the contrary in this Agreement, all "Sites" with respect to which the "Tower Operator" under the Master Prepaid Lease exercises its "Purchase Option" under the Master Prepaid Lease shall automatically become subject to and Sites under and governed by this Agreement as of the applicable "Purchase Option Closing Date" specified in the Master Prepaid Lease. The Parties shall enter into appropriate documentation to evidence the same.

SECTION 35. T-Mobile Parent Guarantee.

(a) T-Mobile Parent unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of T-Mobile Collocator under Section 4 of this Agreement and any corresponding obligations of T-Mobile Collocator or any Affiliate of T-Mobile Collocator under any Site Lease Agreement (collectively, the "**T-Mobile Collocator Obligations**"). T-Mobile Parent agrees that if T-Mobile Collocator (all references to T-Mobile Collocator in this Section 35 shall be deemed to include any Affiliate of T-Mobile Collocator that is a party to any Site Lease Agreement) defaults at any time during the Term of this Agreement or the term of any Site Lease Agreement in the performance of any of the T-Mobile Collocator Obligations, T-Mobile Parent shall faithfully perform and fulfill all T-Mobile Collocator Obligations and shall pay to the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by the applicable beneficiary on account of any default by T-Mobile Collocator and on account of the enforcement of this guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Tower Operator Indemnatee in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against T-Mobile Collocator, without the necessity of any notice to T-Mobile Parent of T-Mobile Collocator's default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Tower Operator Indemnatee against T-Mobile Collocator any of the rights or remedies reserved to such Tower Operator Indemnatee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnatee may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent hereunder shall not be affected, modified or diminished by reason of any assignment, renewal, modification, extension or termination of this Agreement or any Site Lease Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Site Lease Agreement by agreement of a Tower Operator Indemnatee and T-Mobile Collocator, or by any unilateral action of either a Tower Operator Indemnatee or T-Mobile Collocator, or by an extension of time that may be granted by a Tower Operator Indemnatee to T-Mobile Collocator or any indulgence of any kind granted to T-Mobile Collocator, or any dealings or transactions occurring between a Tower Operator Indemnatee and T-Mobile Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting T-Mobile Collocator. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) All of the Tower Operator Indemnitees' rights and remedies under this guaranty are intended to be distinct, separate and cumulative and no such right and remedy herein is intended to be to the exclusion of or a waiver of any other. T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against T-Mobile Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

T-MOBILE COLLOCATOR:

[]

By: _____
Name: _____
Title: _____

T-MOBILE PARENT:

T-MOBILE USA, INC.

By: _____
Name: _____
Title: _____

TOWER OPERATOR:

[]

By: _____
Name: _____
Title: _____

[]

By: _____
Name: _____
Title: _____