
**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): October 18, 2013

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 600
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:

- 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 October 18, 2013, Crown Castle International Corp., a Delaware corporation (“Crown Castle”), and AT&T Inc., a Delaware corporation (“AT&T”), 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 9,708 AT&T wireless communications sites (the “Sites”) for approximately \$4.85 billion in cash at closing (subject to certain conditions and limited adjustments). 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, AT&T has agreed to, through certain AT&T subsidiaries (the “AT&T Contributors” and, together with AT&T, the “AT&T Parties”), lease or sublease up to 9,066 Sites (the “MPL Sites”), including their interest in the land associated with each Site, the tower at such Site and certain related 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 AT&T Parties will first contribute and transfer the Included Property of the MPL Sites and assign the related collocation agreements to newly formed subsidiaries of the AT&T Parties (the “AT&T Newcos”), 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 AT&T Newcos will then lease or sublease 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 \$4.2 billion, which payments, if the options are exercised, will be due between 2032 and 2048.

In the event that the contribution and transfer of any MPL Site to the applicable AT&T Newco requires notice to or the consent, approval or waiver of (an “Authorization”) any third party and such Authorization is not delivered or obtained (a “Contribution Exception”), such MPL Site will be retained by the AT&T 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 AT&T Newco. In the event the lease or sublease of any MPL Site by the applicable AT&T Newco to Tower Operator requires an Authorization to or of any third party and such Authorization is not delivered or obtained (a “Leasing Exception”), the applicable AT&T Newco 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 AT&T Newco to Tower Operator.

Under the Master Agreement, AT&T has further agreed to sell to Crown Castle the Included Property of up to 642 additional Sites (the “Sale Sites”). The sale of the Sale Sites will be effected pursuant to a contribution and transfer by the AT&T Parties of the Sale Sites and the assignment of the related collocation agreements to newly formed subsidiaries of the AT&T 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.

In the event that the sale of any Sale Site to Crown Castle, as described above, requires an Authorization to or of any third party and such Authorization is not delivered or obtained (an “Assignment Exception”), such Sale Site will be retained by the AT&T 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”).

Crown Castle, through the Sale Site Subsidiaries and Tower Operator, has agreed to assume all post-closing liabilities that arise out of or relate to or are in connection with the ownership, operation, use, maintenance 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 transactions contemplated by the Master Agreement (the "Transaction") is subject to customary closing conditions, including (1) the absence of a material adverse effect affecting the other party since December 31, 2012, and (2) the absence of any order prohibiting the closing and the expiration of all applicable waiting periods, if any, under applicable U.S. antitrust laws.

Pursuant to the Master Agreement, subject to certain limitations and thresholds, the AT&T Parties have agreed to indemnify Crown Castle, Tower Operator and (following the closing) the Sale Site Subsidiaries (the "Crown Castle Indemnified Parties") in respect of any claims that result from, arise out of or relate to (1) any breach or inaccuracy of certain representations and warranties made by the AT&T Parties or the Sale Site Subsidiaries, (2) any breach or nonperformance of any covenant of the AT&T Parties or, prior to closing, the Sale Site Subsidiaries, (3) certain taxes relating to the Sites and certain transfer taxes and (4) any pre-closing liabilities that arise out of or relate to or are in connection with the ownership, operation, use, maintenance or occupancy of the Included Property of the Sites by the AT&T Parties, the AT&T Newcos or, prior to the closing, the Sale Site Subsidiaries. Subject to certain limitations and thresholds, the AT&T Newcos have also agreed to indemnify the Crown Indemnified Parties with respect to breaches or inaccuracies of certain representations and warranties made by the AT&T Newcos and breaches or nonperformance of any covenants applicable to the AT&T Newcos.

In addition, subject to certain limitations and thresholds, Crown Castle has agreed to indemnify the AT&T Parties, the AT&T Newcos and (prior to the closing) the Sale Site Subsidiaries (the "AT&T Indemnified Parties") in respect of any claims that result from, arise out of or relate to (1) any breach or inaccuracy of certain representations and warranties made by Crown Castle, (2) any breach or nonperformance of any covenant of Crown Castle or, following the closing, the Sale Site Subsidiaries, (3) any Post-Closing Liabilities and (4) certain claims related to the designation of Sites if disputed between the AT&T Parties and Crown Castle. Subject to certain limitations and thresholds, Tower Operator has also agreed to indemnify the AT&T Indemnified Parties with respect to breaches or inaccuracies of representations and warranties made by Tower Operator and breaches or nonperformance of any covenants applicable to Tower Operator.

The Master Agreement contains various covenants and representations and warranties and certain other customary agreements and rights, including the right of Crown Castle and the AT&T Parties to terminate the Master Agreement if the Transaction does not close by April 16, 2014 (subject to extension to July 15, 2014 in certain circumstances).

Master Prepaid Lease

At the closing of the Transaction, AT&T Mobility LLC ("AT&T Guarantor"), the AT&T Newcos 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 AT&T Newcos. 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 multiple tranches of Sites. With respect to each MPL Site, the term of the Master Prepaid Lease will, subject to certain termination rights, 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, 2032 to the last business day of the calendar year ending on December 31, 2048) and (2) one day before 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 AT&T Newcos will delegate to Tower Operator the right to perform their obligations and assert and exercise their rights under the ground leases relating to the MPL Sites, subject to the terms of the Master Prepaid Lease and the MPL Site MLA described below. Tower Operator will further be delegated the right to perform the obligations and exercise the rights of the AT&T Newcos under the collocation agreements relating to the MPL Sites. Tower Operator will be entitled to receive substantially all revenues generated by the Included Property of the MPL Sites (including those payable under the collocation agreements).

The obligations of the AT&T Newcos under the Master Prepaid Lease, including with respect to the purchase options granted to Tower Operator, will be unconditionally and irrevocably guaranteed by AT&T Guarantor. The Master Prepaid Lease will contain events of default applicable to each of the AT&T Newcos and Tower Operator.

Management Agreement

At the closing of the Transaction, the AT&T Contributors, the AT&T Newcos, the Sale Site Subsidiaries and Tower Operator will enter into a Management Agreement (the "Management Agreement"), pursuant to which the AT&T Contributors and the AT&T Newcos will appoint the applicable Sale Site Subsidiary or Tower Operator, as applicable, as the exclusive operator (the "Manager") of the Included Property 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 AT&T Contributors and the AT&T Newcos 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 AT&T'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 AT&T Contributors with respect to the management, administration and operation of the Included Property of the Sale Sites, subject to AT&T'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 substantially all revenues generated by the Included Property of such Sites, including all revenues under collocation agreements.

Master Lease Agreements

At the closing of the Transaction, the Sale Site Subsidiaries, AT&T Guarantor and, with respect to each Sale Site, a subsidiary of AT&T designated as the collocator for such Sale Site (the "AT&T 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 AT&T Collocator for such Sale Site. Simultaneously therewith, Tower Operator, AT&T Guarantor and the designated AT&T 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 AT&T 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 AT&T 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 AT&T 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 \$1,900 per month for each Site. The initial collocation rent will be subject to an increase of 2% on an annual basis. The payment of collocation rent by the designated AT&T Collocator to the Sale Site Subsidiaries or Tower Operator, as applicable, will be unconditionally and irrevocably guaranteed by AT&T Guarantor. The Master Lease Agreements will contain events of default applicable to the AT&T Collocators and the Sale Site Subsidiaries or Tower Operator, as applicable.

Commitment Letter

In connection with entering into the Master Agreement, Crown Castle entered into a commitment letter (the "Commitment Letter"), dated October 18, 2013, with Morgan Stanley Senior Funding, Inc., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Barclays Bank PLC, SunTrust Bank, The Royal Bank of Scotland plc, Credit Agricole Corporate and Investment Bank, Royal Bank of Canada, Toronto Dominion (New York) LLC, TD Securities (USA) LLC, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Deutsche Bank AG Cayman Islands Branch, PNC Bank, National Association, PNC Capital Markets, LLC and Sumitomo Mitsui Banking Corporation (such financial institutions being referred to as the "Commitment Parties"), pursuant to which the Commitment Parties have committed to provide up to \$3.4 billion in bridge loans (the "Bridge Loan Commitment") to ensure financing for the Transaction. A portion of the Bridge Loan Commitment is available to refinance certain of Crown Castle's outstanding indebtedness. Such outstanding indebtedness would only be refinanced in connection with the Transaction to the extent Crown Castle does not consummate its currently expected financing plans and to the extent necessary to allow Crown Castle to access the entire amount of the remaining portion of the Bridge Loan Commitment and to draw its anticipated borrowings under its revolving credit facility.

The Commitment Letter contains, and the credit agreement in respect of the Bridge Loan Commitment, if any, is expected to contain, certain customary conditions to funding. Crown Castle will pay certain customary commitment fees and, in the event it makes any borrowings, funding and other fees in connection with the Bridge Loan Commitment.

A copy of the Commitment Letter is filed herewith as Exhibit 10.6 and incorporated herein by reference. The foregoing description of the Commitment Letter and the Bridge Loan Commitment does not purport to be complete and is qualified in its entirety by reference to the full text of the Commitment Letter.

ITEM 7.01 – REGULATION FD DISCLOSURE

On October 20, 2013, Crown Castle issued a press release announcing a \$4.85 billion tower transaction with AT&T relating to approximately 9,700 AT&T wireless communications sites. The October 20, 2013 press release is furnished herewith as Exhibit 99.1 to this Form 8-K.

ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Master Agreement dated as of October 18, 2013, among AT&T Inc. 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
10.6	Commitment Letter, dated as of October 18, 2013, among Crown Castle International Corp., Morgan Stanley Senior Funding, Inc., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Barclays Bank PLC, SunTrust Bank, The Royal Bank of Scotland plc, Credit Agricole Corporate and Investment Bank, Royal Bank of Canada, Toronto Dominion (New York) LLC, TD Securities (USA) LLC, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Deutsche Bank AG Cayman Islands Branch, PNC Bank, National Association, PNC Capital Markets, LLC and Sumitomo Mitsui Banking Corporation
99.1	Press Release dated October 20, 2013

The information in Item 7.01 of this Form 8-K and Exhibit 99.1 attached hereto shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

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 thereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ E. Blake Hawk

Name: E. Blake Hawk

Title: Executive Vice President and General Counsel

Date: October 21, 2013

EXHIBIT INDEX

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99.1	Press Release dated October 20, 2013

MASTER AGREEMENT

AMONG

AT&T INC.,

AT&T SUBSIDIARIES DESCRIBED HEREIN,

CROWN CASTLE INTERNATIONAL CORP.

AND

CROWN CASTLE SUBSIDIARY DESCRIBED HEREIN

DATED AS OF OCTOBER 18, 2013

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Exhibits

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Exhibit C	Form of Tower Operator General Assignment and Assumption Agreement
Exhibit D	Form of MPL Site MLA
Exhibit E	Form of Sale Site MLA
Exhibit F	Form of Joinder Agreement
Exhibit G	Form of Transition Services Agreement
Exhibit H	Form of AT&T Newco Certificate of Formation
Exhibit I	Form of AT&T Newco Separateness Agreement
Exhibit J	Form of AT&T Newco LLC Agreement
Exhibit K	Form of Sale Site Subsidiary Certificate of Formation
Exhibit L	Form of Sale Site Subsidiary LLC Agreement
Exhibit M	Form of Membership Interest Assignment and Assumption Agreement
Exhibit N-1	Form of AT&T Press Release
Exhibit N-2	Form of Acquiror Press Release
Exhibit O	Form of AT&T Internal Transfers Agreement
Exhibit P	Form of Consent Agreement
Exhibit Q	Master Emergency Backup Power Service Agreement Term Sheet
Exhibit R	Form of Notice
Exhibit S	Form of Ground Lease

MASTER AGREEMENT

This **MASTER AGREEMENT** (this “**Agreement**”), dated as of October 18, 2013, is among Crown Castle International Corp., a Delaware corporation (“**Acquiror**”), AT&T Inc., a Delaware corporation (“**AT&T**”), and each Sale Site Subsidiary, each AT&T Newco and the Tower Operator that become a party to this Agreement in accordance with the terms hereof. Each of Acquiror, the AT&T Parties and, subject to the terms of this Agreement and the terms of the applicable Joinder Agreements, each Sale Site Subsidiary, each AT&T Newco and the Tower Operator, may hereafter be referred to as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS:

WHEREAS, the AT&T Contributors operate the Portfolio Sites;

WHEREAS, Acquiror desires to, through the Tower Operator or the Sale Site Subsidiaries, as applicable, Lease the Included Property of the MPL Sites and purchase and acquire the Included Property of the Sale Sites, or otherwise operate and manage the MPL Sites and the Sale Sites, in each case on the terms and subject to the conditions set forth in this Agreement and the Collateral Agreements;

WHEREAS, Acquiror 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;

WHEREAS, at or prior to the Initial Closing, the AT&T Parties shall form (i) one or more Delaware limited liability companies (each, an “**AT&T Newco**” and, collectively, the “**AT&T Newcos**”) in accordance with Section 2.1(a) and (ii) one or more Delaware limited liability companies (each, a “**Sale Site Subsidiary**” and, collectively, the “**Sale Site Subsidiaries**”) in accordance with Section 2.1(c);

WHEREAS, at or prior to the Initial Closing, Acquiror shall form a Delaware limited liability company (the “**Tower Operator**”) as more particularly described in Section 2.1(b);

WHEREAS, at or prior to the Initial Closing, upon the terms and subject to the conditions set forth in this Agreement, each applicable AT&T Party shall (i) cause to be contributed, conveyed, assigned, transferred and delivered to the applicable AT&T Newco its respective right, title and interest in, to and under the Included Property of each Contributable Site in accordance with the terms of Section 2.2(a) and pursuant to the AT&T 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 each Assignable Site in accordance with the terms of Section 2.2(b) and pursuant to the AT&T Internal Transfers Agreement, (iii) enter into a management agreement with the AT&T Newcos, the Sale Site Subsidiaries and the 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 AT&T Contributors and the AT&T Newcos, as applicable, shall grant to the Tower Operator or the Sale Site Subsidiaries, as applicable, as of the Initial Closing Date, the right to operate each Managed Site (including the Included Property thereof) until such time as such Site becomes a Lease Site or an Assignable

Site, as applicable, and (iv) cause to be sold, conveyed, assigned, transferred and delivered to Acquiror (or one of its Affiliates designated by Acquiror) all of the Sale Site Subsidiary Interests in accordance with Section 2.2(e) and pursuant to the AT&T Internal Transfers Agreement;

WHEREAS, at the Initial Closing, AT&T, the AT&T Newcos and the Tower Operator shall enter into (i) a master prepaid lease for the MPL Sites held or operated by the AT&T Newcos (the "**MPL**"), substantially in the form attached as Exhibit B, pursuant to which the Tower Operator shall (A) Lease the Included Property of the Lease Sites from the AT&T Newcos and (B) obtain an option to purchase the Included Property of the MPL Sites at the end of their respective lease or sublease terms and (ii) 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 AT&T Newcos shall sell, convey, assign, transfer and deliver the AT&T Newcos' rights to the Collocation Agreements of the MPL Sites and the Post-Closing Liabilities of the Lease Sites to the Tower Operator;

WHEREAS, at the Initial Closing, AT&T, the Tower Operator and the applicable AT&T 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(g), pursuant to which the Tower Operator shall (i) sublease to the applicable AT&T Collocators the AT&T Collocation Space at the Lease Sites and (ii) reserve and make the AT&T Collocation Space available for the exclusive use and possession of the applicable AT&T Collocators (subject to certain incidental rights) at each Managed MPL Site until such time as such Managed MPL Site becomes a Lease Site;

WHEREAS, at the Initial Closing, AT&T, the Sale Site Subsidiaries and the applicable AT&T 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(g), pursuant to which the Sale Site Subsidiaries shall (i) sublease to the applicable AT&T Collocators the AT&T Collocation Space at the Assignable Sites and (ii) reserve and make the AT&T Collocation Space available for the exclusive use and possession of the applicable AT&T Collocators (subject to certain incidental rights) at each Managed Sale Site until such time as such Managed Sale Site becomes an Assignable Site; and

WHEREAS, at the Initial Closing, the AT&T Parties, the AT&T Newcos, 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 G, pursuant to which the AT&T Parties and the AT&T Newcos shall provide the Tower Operator and the Sale Site Subsidiaries certain services for a transition 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 Initial 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 2.8) or such Collateral Agreement or (ii) payables and expenses in respect of events and for periods and portions thereof on and subsequent to the Initial 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 Initial Closing Date.

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

“**Acquiror Disclosure Letter**” means the disclosure letter delivered by Acquiror to the AT&T Parties prior to the execution and delivery of this Agreement.

“**Acquiror Indemnified Parties**” means Acquiror, 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.

“**Acquiror Indemnified Site Claims**” means all Claims (i) to the extent that they relate to or arise out of or are in connection with a claim or demand made by any Person (other than a Party and its Affiliates) in respect of any Acquiror Indemnified Site and (ii) that would not have been incurred by an AT&T Indemnified Party if the Closing Site Designation for such Acquiror Indemnified Site had been the same as the Site Designation for such Acquiror Indemnified Site set forth on the Site List.

“**Acquiror Indemnified Sites**” means any Sites designated as (i) Pre-Lease Sites on the Closing Site List that were designated as Non-Contributable Sites on the Site List, (ii) Lease Sites on the Closing Site List that were designated as Non-Contributable Sites or Pre-Lease Sites on the Site List or (iii) Assignable Sites on the Closing Site List that were designated as Non-Assignable Sites on the Site List, in each case, with respect to which AT&T has notified Acquiror pursuant to Section 3.1(c) that AT&T disagrees in good faith with such redesignation and with respect to which the applicable Consent has not been received (or in the case of any

Authorization that only requires notice to be delivered to a Person, a Notice has not been delivered to such Person).

“**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 Exchange Act) of 50% or more of the voting interests of the Person.

“**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 AT&T Disclosure Letter and the Acquiror Disclosure Letter.

“**Allocated Consideration**” means, for each Portfolio Site, the amount set forth under the heading “Allocated Consideration” with respect to such Site on Schedule 2.

“**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 the applicable AT&T 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 Acquiror.

“**AT&T**” has the meaning set forth in the preamble.

“**AT&T Collocation Space**” has the meaning set forth in the MLAs.

“**AT&T Collocator**” has the meaning set forth in the MLAs.

“**AT&T Communications Equipment**” means any Communications Equipment at a Site owned or leased and used exclusively by AT&T or one or more of its Affiliates.

“**AT&T Contributor(s)**” means the Affiliates of AT&T set forth on Schedule 5.

“**AT&T Disclosure Letter**” means the disclosure letter delivered by the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries to Acquiror prior to the execution and delivery of this Agreement.

“**AT&T 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).

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

“**AT&T Internal Transfers Agreement**” means the AT&T Internal Transfers Agreement, substantially in the form attached as Exhibit O.

“**AT&T Newco(s)**” has the meaning set forth in the Recitals.

“**AT&T Newco Certificate of Formation**” has the meaning set forth in Section 2.1(a).

“**AT&T Newco Interests**” means the issued and outstanding limited liability company membership interests in the AT&T Newcos.

“**AT&T Newco LLC Agreement**” has the meaning set forth in Section 2.1(a).

“**AT&T Newco Separateness Agreement**” has the meaning set forth in Section 2.1(a).

“**AT&T Parties**” means AT&T and the AT&T Contributors.

“**AT&T’s Share of Transaction Revenue Sharing Payments**” means all Transaction Revenue Sharing Payments other than Tower Operator’s Share of Transaction Revenue Sharing Payments.

“**Auction**” has the meaning set forth in Section 9.16(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, or any similar proceeding under foreign or state Law.

“**Books and Records**” means, with respect to each Site, the current books, files and records in the possession of the AT&T Contributors or any of their respective Affiliates to the extent exclusively relating to the Included Property of such Site or the operation of such Site in respect of the Collocation Operations or, to the extent not so exclusively related, appropriate extracts thereof, in all cases with respect to periods prior to the Initial Closing; provided, however, that “Books and Records” shall not include any valuation analysis or other documentation created in connection with the Auction.

“**Business Day**” means any day other than a Saturday, a Sunday, a federal holiday or any other day on which banks in New York City are authorized or obligated by Law to close.

“**Cap**” has the meaning set forth in Section 11.5(a).

“Casualty Site” means a Portfolio Site with respect to which physical damage by way of a casualty event has been suffered with respect to such Site prior to the Initial Closing Date as a result of which (i) the Tower on such Site is unusable as a communications tower or (ii) (A) the ability of the Tower on such Site to continue to be usable as a communications tower and (B) the value of such Site is materially impaired.

“Chosen Courts” has the meaning set forth in Section 13.2(a).

“Claims” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including reasonable fees and expenses of attorneys and other appropriate professional advisors).

“Closing” means the Initial Closing, a Subsequent Closing or a Documentary Subsequent Closing, as applicable.

“Closing Date” means, with respect to a particular Closing, the date on which such Closing occurs.

“Closing Site Designations” means the Site Designations set forth on the Closing Site List.

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

“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) the Management Agreement, (vi) the Transition Services Agreement, (vii) the Confidentiality Agreement, (viii) the AT&T Internal Transfers Agreement, (ix) the AT&T Newco Separateness Agreements, (x) if a form is agreed to by the Initial Closing pursuant to Section 9.21, the Master Emergency Backup Power Service Agreement and (xi) 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) between or among an AT&T Party (or any Affiliate thereof), on the one hand, and a third party (provided, that such third party is not an Affiliate of such AT&T Party (or Affiliate thereof) on the Initial Closing Date), on the other hand, pursuant to which such AT&T Party (or Affiliate thereof) rents or licenses to such third party space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments and guaranties related thereto as in effect from time to time prior to the Initial Closing; it being understood that in the case of a Master Collocation Agreement, the Collocation Agreement shall be the applicable Site Lease Agreement (including any rights, interests and provisions incorporated therein). For clarity, utility and power-sharing agreements between an AT&T Party or an AT&T Newco (or any Affiliate thereof) and a third party are not Collocation Agreements.

“Collocation Operations” means the operations of the AT&T Contributors and their respective Affiliates of (i) marketing available capacity at any Site, (ii) administering the

Collocation Agreements and (iii) managing the use and occupancy of the Sites by (a) the AT&T Contributors and their respective Affiliates and (b) the Tower Subtenants. For the avoidance of doubt, "Collocation Operations" does not include the provision of wireless or wireline voice and data services.

"**Common Stock**" has the meaning set forth in Section 7.8(c).

"**Communications Equipment**" has the meaning set forth in the MPL.

"**Competing Transaction**" has the meaning set forth in Section 9.16(a).

"**Confidentiality Agreement**" means the Non-Disclosure Agreement dated June 20, 2013, between AT&T Services, Inc. and Crown Castle International LLC.

"**Confirmatory Assignments**" has the meaning set forth in Section 2.7(e).

"**Consent**" means a Consent Agreement executed by the counterparty to which such Consent Agreement was directed without substantive change thereto.

"**Consent Agreement**" means an agreement provided to a counterparty to a Ground Lease or a Collocation Agreement substantially in the form of Exhibit P, as applicable.

"**Consideration**" means an amount equal to (i) the Portfolio Sites Fixed Amount less (ii) the sum of (A) the aggregate amount of the Excluded Site Consideration for all Excluded Sites designated as such at the Initial Closing pursuant to Section 4.3(b)(vi) or Section 4.3(b)(vii) or that are deemed to be Excluded Sites pursuant to Section 9.19(b) and (B) the product of (I) the number of Excluded Sites designated as such at the Initial Closing pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)) minus 18, multiplied by (II) the Excluded Site Consideration calculated in accordance with clause (ii) of the definition of "Excluded Site Consideration" with respect to the Excluded Sites designated as such at the Initial Closing pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)).

"**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 AT&T Contributor to contribute, convey, assign, transfer and deliver the Included Property and the related Collocation Agreements of such MPL Site to the applicable AT&T Newco.

"**Corrective Assignment**" has the meaning set forth in Section 2.7(f).

"**Data Integration Process**" means the process described under the heading "Data Integration Process" on Schedule 6.

"**Data Room**" means, collectively, the electronic data rooms hosted by Intralinks that were established by AT&T for the transactions contemplated by this Agreement, including all

documents and data that are in such data rooms and to which Acquiror or any of its Representatives had access as of the Initial Closing and all documents and data that were in such data rooms at any time on or subsequent to the date on which Acquiror or any of its Representatives first obtained access to such data rooms and to which Acquiror or any of its Representatives had access.

“**De Minimis Claim**” has the meaning set forth in Section 11.5(a).

“**Debt Financing**” has the meaning set forth in Section 7.7(b).

“**Debt Financing Commitment**” has the meaning set forth in Section 7.7(b).

“**Debt Financing Sources**” means the entities that have committed to provide or otherwise have entered into agreements in connection with the Debt Financing.

“**Direct Claim**” has the meaning set forth in Section 11.3(c).

“**Direct Claim Notice**” has the meaning set forth in Section 11.3(c).

“**Documentary Subsequent Closing**” has the meaning set forth in Section 2.5(b).

“**Documentary Subsequent Closing Date**” means, as to each Documentary Subsequent Closing, the date on which such Documentary Subsequent Closing occurs.

“**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 the 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; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; The Clean Air Act; The Clean Water Act; The Toxic Substances Control Act of 1976; 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.

“**Environmental Site**” means a Regional Listed Site or a Non-Regional Listed Site.

“**Equity Amount**” has the meaning set forth in Section 9.11(a).

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

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Excluded Assets**” means the following:

- (i) all Excluded Sites;
- (ii) all AT&T Communications Equipment and AT&T Improvements;

(iii) any of the AT&T Contributors' or the AT&T Newcos' 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;

(iv) any mobile telephone switching office, the switching and related equipment located thereon and any fuel tanks associated with any such office;

(v) all Reserved Property (for so long as it remains Reserved Property);

(vi) any structures (including Shelters and cabinets) on a Site owned and used, and intended for use, exclusively by AT&T or any of its Affiliates other than in the Collocation Operations;

(vii) 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 AT&T Contributors or their respective Affiliates;

(viii) any Accounts Receivable or other receivables of the AT&T Contributors, the AT&T Newcos or the Sale Site Subsidiaries or their respective Affiliates under any Collocation Agreement accruing as to periods and portions thereof ending prior to the Initial 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 Initial Closing Date);

(ix) any intellectual property of or used by the AT&T Contributors, the AT&T Newcos or the Sale Site Subsidiaries or their respective Affiliates;

(x) any condemnation or eminent domain proceeds with respect to a taking of any Excluded Site;

(xi) except as otherwise expressly provided in Section 2.8, any cash, cash equivalents or marketable securities and all rights to any bank accounts of the AT&T Contributors or the AT&T Newcos or their respective Affiliates;

(xii) any Claims of AT&T and its Affiliates in respect of any Excluded Asset or Excluded Liability; and

(xiii) any rights to refunds or credits of Taxes relating to the periods before the Initial Closing Date or with respect to which AT&T or its Affiliates have made any payments, in each case to the extent the Taxes have not been indemnified by Acquiror or Tower Operator.

"Excluded Liabilities" means all Liabilities of the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries or any of their respective Affiliates, other than Post-Closing Liabilities and Pre-Closing Liabilities. "Excluded Liabilities" shall include the following: (i) any Liability

of the AT&T Parties or the AT&T Newcos 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 to the extent 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 or (b) the operation, use or occupancy by the AT&T Parties or the AT&T Newcos or any of their respective Affiliates of any properties or assets other than the Included Property of the Sites or the conduct by the AT&T Parties or AT&T Newcos 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; (iii) AT&T's Share of Transaction Revenue Sharing Payments; (iv) any Indebtedness of any AT&T Party or any AT&T Newco or any of their respective Affiliates; (v) except as otherwise expressly provided in this Agreement or the Collateral Agreements, any Liability for any fees or expenses incurred by any AT&T Party or AT&T Newco 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 consummation of any Closing; (vi) any Accounts Payable; (vii) except as otherwise expressly provided in this Agreement or any Collateral Agreement, any Taxes of any AT&T Party or AT&T Newco or any of their respective Affiliates; and (viii) any Liabilities to pay the premiums for any Tower Bonds in effect at the Initial Closing and any replacements thereof in accordance with Section 9.17.

"Excluded Site" means, at any time of determination, any Portfolio Site designated as or deemed to be an "Excluded Site," or that is returned to one or more AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9, in each case in accordance with the terms of this Agreement.

"Excluded Site Collocation Payments" means, with respect to any Site that is re-designated as or deemed to be an Excluded Site in accordance with this Agreement, any amounts paid to or received by Acquiror, the Tower Operator, any Sale Site Subsidiary or any of their respective Subsidiaries or assigns from and after the Initial Closing Date with respect to such Site (including any payments received by Acquiror, the Tower Operator, any Sale Site Subsidiary or any of their respective Subsidiaries from and after the Initial Closing Date under any Collocation Agreement or the MLA for such Site).

"Excluded Site Consideration" means (i) with respect to each Excluded Site designated as such pursuant to Section 4.3(b)(vi) or Section 4.3(b)(vii) and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b), the greater of (A) the Allocated Consideration for such Portfolio Site set forth on Schedule 2 and (B) \$150,000, and (ii) with respect to each Excluded Site designated as such pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)) or that is returned to the AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9, the average of the Allocated Consideration set forth on Schedule 2 for all Portfolio Sites designated as Excluded Sites pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)) or that are returned to the AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9; provided, however, that if the average calculated

pursuant to this clause (ii) is less than \$0, the Excluded Site Consideration of each Excluded Site described in this clause (ii) shall be deemed to be \$0.

“**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.

“**Final Closing Date**” has the meaning set forth in Section 4.2(a).

“**FIRPTA Certificate**” has the meaning set forth in Section 10.2(g).

“**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, determinations 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 Ground Leased Site, the ground lease, sublease, or any easement, license or other agreement or document pursuant to which an AT&T Contributor, an AT&T Newco 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 and guarantees related thereto as in effect from time to time prior to the Initial Closing.

“**Ground Leased Sites**” means all Sites that are not Owned Sites, including all the MPL Sites and the Sale Sites designated as “Leased” on Schedule 1 and Schedule 3, including the Included Property related thereto.

“**Ground Leased Sites Land**” means, with respect to each Ground Leased Site, the Land leased from the Ground Lessor by the AT&T Contributors, the AT&T Newcos or the Sale Site Subsidiaries, as the case may be.

“**Ground Lessor**” means, as to any Ground Leased Site, the “lessor”, “sublessor”, “landlord”, “licensor”, “sublicensor” or similar Person under the related Ground Lease, which, in the case of any Schedule 7 Site, may be AT&T or one of its Affiliates.

“Ground Lessor Estoppel” means an estoppel agreement from the Ground Lessor under a Ground Lease for the benefit of the Tower Operator, its successors and assigns, in form and substance reasonably satisfactory to Acquiror and the Tower Operator.

“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 an AT&T Contributor in a Ground Leased Site and that exists prior to the Initial 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, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“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 Property” means, with respect to each Site, (i) the Land related to such Site (including the applicable interest in any Ground Lease), (ii) the Tower located on such Site (including the AT&T Collocation Space) and (iii) the related Improvements (excluding AT&T Improvements and any Tower Subtenant’s Improvements) and the Tower Related Assets with respect to such Site; but excluding, in each case of (i), (ii) and (iii), any Excluded Assets and all Tower Subtenant Communications Equipment.

“Indebtedness” means (i) all liabilities for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all liabilities in respect of mandatorily redeemable or purchasable capital stock or securities convertible into capital stock; (ii) all liabilities for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction (other than Tower Bonds) securing obligations of a type described in clause (i) above to the extent of the obligation secured; and (iii) all liabilities as guarantor of obligations of any other Person of a type described in clauses (i) and (ii) above, to the extent of the obligation guaranteed.

“Indemnified Party” has the meaning set forth in [Section 11.3\(a\)](#).

“Indemnifying Party” has the meaning set forth in [Section 11.3\(a\)](#).

“Indemnity Period” means the period during which a claim for indemnification may be asserted pursuant to [Article 11](#) by an Indemnified Party.

“Independent Managers” means, with respect to each AT&T Newco, the Independent Managers as defined in the AT&T Newco LLC Agreement for such AT&T Newco.

“Initial Closing” has the meaning set forth in [Section 2.5\(a\)](#).

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

“Joinder Agreement” means a Joinder Agreement, in substantially the form attached as Exhibit F, to be executed by each AT&T Newco, each Sale Site Subsidiary and the Tower Operator at the Initial Closing, pursuant to which each AT&T Newco, each Sale Site Subsidiary and the Tower Operator shall agree to become bound by the terms and conditions of this Agreement.

“Knowledge of Acquiror” means the actual knowledge of those individuals set forth in Section 1 of the Acquiror Disclosure Letter.

“Knowledge of the AT&T Parties” means the actual knowledge of those individuals set forth in Section 1.1(a) of the AT&T Disclosure Letter.

“Land” means, with respect to each Site, the tracts, pieces or parcels of land constituting such Site, together with all easements, rights of way and other rights appurtenant thereto.

“Law” means any federal, state, local, foreign or international law, statute, common law, rule, code, regulation, ordinance or Order of, or issued by, any Governmental Authority.

“Lease” means, with respect to the Included Property of a Site, the act of leasing, subleasing, assigning or otherwise granting to the Tower Operator the right of the applicable AT&T Newco to use such Included Property pursuant to the MPL or the Management Agreement, as applicable.

“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 an AT&T Newco to Lease the Included Property and assign the Collocation Agreements of such MPL Site to the Tower Operator.

“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.

“Master Emergency Backup Power Service Agreement” has the meaning set forth in Section 9.21.

“Master Emergency Backup Power Service Agreement Term Sheet” means the Master Emergency Backup Power Service Agreement Term Sheet attached as Exhibit Q.

“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, after giving effect to the transactions contemplated by the MLAs (as if such transactions were in effect on the date of this Agreement); provided, however, that no adverse change or event arising directly or indirectly from or otherwise relating directly or indirectly to any of the following shall be deemed either alone or in combination to constitute, and no such adverse change or event shall be taken into account in determining whether there has been or would be, a Material Adverse Effect: (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; (vii) the taking of any action by any Person which is required to be taken pursuant to the terms of this Agreement; (viii) the termination of any Collocation Agreements of the type described on Section 1.1(b) of the AT&T Disclosure Letter; or (ix) any matter identified in Section 10.2(i) of the AT&T Disclosure Letter, 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 and Collocation Agreement, in each case, as currently amended, modified or supplemented and all assignments and guarantees related thereto and in effect.

“Material Site Non-Compliance Issue” means a Site where (i) any Party or any of their respective Affiliates has received prior to the Initial Closing 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”), (ii) as of the date of such notice, such Site is in material non-compliance with NEPA or NHPA and (iii) the reasonably anticipated cost of remedying such non-compliance exceeds \$250,000 for such Site.

“Material Site Title Issue” means (i) with respect to any Leased Site, that none of the AT&T Contributors or the AT&T Newcos 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 AT&T 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(e).

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

“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 1, including the Included Property related thereto, other than any such sites designated as or deemed to be Excluded Sites following the date of this Agreement 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.

“National Priorities List” has the meaning set forth in the definition of “Non-Regional Site.”

“NEPA” has the meaning set forth in the definition of “Material Site Non-Compliance Issue.”

“Net Amount” has the meaning set forth in Section 4.3(a).

“NHPA” has the meaning set forth in the definition of “Material Site Non-Compliance Issue.”

“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 4.3(a), Section 4.4, Section 4.7(b)(i), Section 4.7(c) and Section 4.9(b).

“Non-Compliant Site” means a Portfolio Site (i) that is subject to a Material Site Non-Compliance Issue or (ii) in respect of which an AT&T Party has received written notice from a third party of a possible 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 4.3(a), Section 4.4, Section 4.7(b)(i), Section 4.7(c) and Section 4.9(b).

“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 Acquiror, the Tower Operator and, after the Initial Closing, the Sale Site Subsidiaries.

“Non-Regional Listed Site” means a Site that is listed as a proposed site or a final site on the U.S. Environmental Protection Agency’s National Priorities List (the **“National Priorities List”**), or state equivalent list, other than a Regional Listed Site.

“Non-Surviving Representations and Warranties” means the representations and warranties set forth in Section 5.3(c), Section 5.4(b), Section 5.5 (other than Section 5.5(d)), Section 5.7, Section 5.8, Section 5.9(b), Section 5.11, Section 5.12(a), Sections 6.3(c), Section 7.3, Section 7.4, Section 7.5 and Section 7.7.

“Notice” means a notice provided to a counterparty to a Ground Lease or Collocation Agreement substantially in the form of Exhibit R, as applicable.

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

“Owned Sites” means the Sites with respect to which an AT&T Party owns fee simple title in the Land which is part of the such Site, which Sites are designated as “Owned” on Schedule 1 and Schedule 3, including the Included Property related thereto.

“Owned Sites Land” means the Land of Owned Sites.

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

“Permitted Liens” 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 (A) are not, in the aggregate for all Sites, in excess of \$20,000,000 or (B) are not yet due and payable or (C) are being contested in good faith and have been contested in good faith for no longer than 12 months prior to the date of this Agreement, 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 relate solely to the interests of a Ground Lessor or a Tower Subtenant in a Site and arise in the ordinary course of business, as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto, (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 or would not reasonably be expected to, individually or in the aggregate, materially adversely affect 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, or by, through or under, 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, (x) the Collateral Agreements, (xi) any Lien or right created by Persons other than the AT&T Parties or their respective Affiliates and not caused or consented to by an AT&T Party or its Affiliates, as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto, (xii) any Lien or right otherwise caused or consented to by Acquiror or Tower Operator after the date of this Agreement and (xiii) 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 communications tower site.

“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 wireless communications sites identified on Schedule 2.

“Portfolio Sites Fixed Amount” means an amount equal to \$4,850,000,000.

“Post-Closing Liabilities” means all Liabilities to the extent that they arise out of or relate to or are in connection with the ownership, operation, use, maintenance or occupancy of the Included Property of any Site after the Initial 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 AT&T’s Share of Transaction Revenue Sharing Payments) or Collocation Agreement after the Initial Closing Date. For the avoidance of doubt, “Post-Closing Liabilities” shall (i) not include any Liabilities to pay the premiums for any Tower Bonds for MPL Sites or except as expressly set forth herein and (ii) include, with respect to any Liabilities that relate to or arise out of or in connection with the ownership, use, operation, maintenance or occupancy of the Included Property of any Site that exist at the Initial Closing, any additional Liabilities relating to, arising out of or in connection with such Liabilities from the continued ownership, use, operation, maintenance or occupancy of the Included Property of such Site after the Initial Closing (it being understood and agreed that “additional Liabilities” shall not mean Liabilities unasserted prior to the Initial Closing).

“Pre-Closing Claims Deductible” has the meaning set forth in Section 11.5(a).

“Pre-Closing Liabilities” means all Liabilities to the extent that they arise out of or relate to or are in connection with the ownership, operation, use, maintenance or occupancy of the Included Property of any Site by the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries prior to the Initial Closing Date (whether or not asserted as of or prior to the Initial Closing Date), including all payments due under any Ground Lease or Collocation Agreement (including Liabilities with respect to revenue sharing) prior to the Initial Closing Date, except in each case to the extent taken into account in determining the proration of expenses pursuant to Section 2.8. For the avoidance of doubt, with respect to any Liabilities that arise out of or relate

to or are in connection with the operation, use, maintenance or occupancy of the Included Property of any Site by the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries that exist at the Initial Closing, “Pre-Closing Liabilities” shall only include such Liabilities as of the Initial Closing, and shall not include any additional Liabilities relating to, arising out of or in connection with such Liabilities from the continued ownership, use, operation, maintenance or occupancy of the Included Property of the Sites after the Initial Closing (it being understood and agreed that “additional Liabilities” shall not mean Liabilities unasserted prior to the Initial Closing).

“**Pre-Integration Records**” means the information and documentation reasonably necessary in connection with Acquiror’s pre-integration process and activities, which type of information and documentation is set forth on Schedule 6.

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

“**Preferred Stock**” has the meaning set forth in Section 7.8(c).

“**Regional Listed Site**” means a Site that is listed as a proposed site or a final site on the National Priorities List, or state equivalent list, where (A) the National Priorities List or state equivalent list designation is solely the result of groundwater contamination underlying a geographical region, the applicable Portfolio Site is not a cause of such contamination and the owner or operator of such Site would not reasonably be expected to be required to conduct or fund investigatory or remedial activities responding to such contamination as a result of contamination at such Site and (B) the circumstances or conditions causing such Site to be a Regional Listed Site result in (1) the Tower on such Site being unusable as a communications tower or (2) (I) the ability of the Tower on such Site to continue to be marketable as a communications tower and (II) the value of such Site being materially impaired.

“**Registration Statement**” has the meaning set forth in Section 7.8(a).

“**Regulatory Condition**” has the meaning set forth in Section 9.2(a).

“**Representations and Warranties Deductible**” has the meaning set forth in Section 11.5(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 9.13(a).

“**Reserved Property**” means the Land beneath any mobile telephone switching office and other permanent structures (for the avoidance of doubt, other than a Tower) and any fuel tanks associated with any such office, in each case on the Sites set forth on Schedule 7, and any replacement thereof or substitution therefor with a similar structure for so long as AT&T or any of its Affiliates maintains (without regard to any demolition in connection with the planned

replacement thereof or substitution therefor and any period of construction or restoration thereof) such structures or any replacement thereof or substitution therefor with a similar structure.

“**Reserved Property Lease**” has the meaning set forth in Section 9.19(a).

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

“**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(c).

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

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

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

“**Securities Act**” means the Securities Act of 1933, as amended.

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

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

“**Schedule 7 Site**” has the meaning set forth in Section 9.19(a).

“**Shelters**” means walk-in ground shelters for purposes of housing Communications Equipment, heating, ventilation and air conditioning units, generators and other equipment related to the use and operation of Communications Equipment; provided that such structure is owned and used, and intended for use, exclusively by the AT&T Contributors or their Affiliates. For the avoidance of doubt, “Shelters” shall not include equipment cabinets.

“**Shared Site**” means a Site that includes a Tower which is subject to an arrangement for joint ownership or joint control between the applicable AT&T Contributor (or one of its Affiliates) and another Person that is not an AT&T Contributor (or one of its Affiliates). For the avoidance of doubt, a Collocation Agreement shall not be deemed an arrangement for joint control or joint ownership of a Tower.

“**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) an Excluded Site, (vii) a Special Zoning Site, (viii) a Casualty Site, (ix) a Taken Site, (x) a Shared Site, (xi) a Non-Compliant Site subject to a Material Site Non-Compliance Issue, (xii) a

Non-Compliant Site subject to a Material Site Title Issue and (xiii) an Environmental Site. Sites can have more than one designation, as applicable.

“**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 4.

“**Sites**” means the MPL Sites and the Sale Sites, whether or not a Managed Site, but excluding any Portfolio Sites designated as or deemed to be Excluded Sites in accordance with the terms of this Agreement (in each case from and after the date of such designation).

“**Solvent**” means, when used with respect to any Person, as of any date of determination, (i) the amount of the “fair value” of the “property” of such Person will, as of such date, exceed the value of all “debts,” as of such date, as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors, (ii) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or about to be engaged following such date and (iii) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature.

“**Special Zoning Site**” means a Site that (i) prior to the Closing with respect to such Site, received a zoning variance, exemption or other similar 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 similar Order if the Included Property of such Site were retained by the AT&T 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, Sections 5.2(a) and (b), Section 5.10, Section 5.13, Section 5.14, Section 6.1, Section 6.2(a), Section 7.1, Section 7.2(a) and (b), Section 7.6, Section 7.9, Section 7.10, Section 8.1 and Section 8.2.

“**Subsequent Closing**” has the meaning set forth in Section 2.5(b).

“**Subsequent Closing Date**” has the meaning set forth in Section 2.6(a).

“**Subsidiary**” means, with respect to any Person, any other Person (i) of which at least 50% of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person or by one or more of its Subsidiaries or (ii) of which such Person is the general partner.

“**Taken**” means, as to any Portfolio Site, a condemnation, foreclosure, deed in lieu of foreclosure or similar proceeding involving a Lien or Ground Lessor Mortgage that results in (i) the Tower on such Site being unusable as a communications tower or (ii) the ability of the Tower

on such Site to continue to be usable as a communications tower being materially impaired and the value of such Site being materially impaired.

“Taken Site” means a Site with respect to which a written notice from a Person (other than a Party or Affiliate thereof) has been received prior to the Initial Closing Date by the AT&T Parties with respect to such Site, which if the claims in such notice are determined to be accurate it would cause such Site to be Taken.

“Target Date” means December 16, 2013.

“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.

“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).

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

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

“Termination Date” has the meaning set forth in [Section 12.1\(b\)](#).

“Third Party Claim” has the meaning set forth in [Section 11.3\(a\)](#).

“Third Party Claim Notice” has the meaning set forth in [Section 11.3\(a\)](#).

“Title Company” means one or more national title insurance companies (or agents thereof) reasonably designated by Acquiror.

“Title Policies” has the meaning set forth in [Section 9.8](#).

“Tower” or **“Towers”** means the communications towers on the Sites.

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

“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 Acquiror and its Subsidiaries, taken as a whole; provided, however, that no adverse change or event arising directly or indirectly from or otherwise relating directly or indirectly to any of the following shall be deemed either alone or in combination to constitute, and no such adverse change or event shall be taken into account in determining whether there has been or would be, a Material Adverse Effect: (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 Acquiror and its Subsidiaries, taken as a whole, as compared to other participants in the industries and businesses in which Acquiror and its Subsidiaries operate.

“**Tower Operator’s Share of Transaction Revenue Sharing Payments**” means (i) 50% of Transaction Revenue Sharing Payments payable as a result of, or otherwise triggered by, the payment contemplated by Section 2.2(c) and Section 3.2, (ii) 50% 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.

“**Tower Related Assets**” means, with respect to each Tower, (i) to the extent such rights are assignable or leasable, as the case may be, all rights to any warranties held by the AT&T Contributors or their respective Affiliates exclusively with respect to such Tower (or the related Site), (ii) to the extent such rights are assignable or leasable without Authorization, as the case may be, all rights under any Governmental Approvals (other than Governmental Approvals granted by the FCC or any public utilities commission that are not antenna structure registrations under Part 17 of the FCC rules) 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 AT&T Contributors in any part of their respective businesses and operations other than the Collocation Operations, (iii) to the extent such rights are sublicensable or grantable without Authorization, as the case may be, a sublicense or other right to use any Governmental Approvals (other than Governmental Approvals granted by the FCC or any public utilities commission that are not antenna structure registrations under Part 17 of the FCC rules) 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 Site if such Site is an Owned Site) and (iv) all material Books and

Records. 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 an AT&T Contributor or an Affiliate of AT&T), that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use Available Space at such Site (prior to the Initial Closing) or (ii) subleases, licenses, sublicenses or otherwise acquires from the Tower Operator the right to use Available Space at such Site (from and after the Initial Closing).

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

"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, as a fixed periodic increase in rent or otherwise, in each case resulting from the payment contemplated by Section 2.2(c) and Section 3.2, or the payment of rent contemplated by the MLAs; provided, however, that "Transaction Revenue Sharing Payment" shall not include any such payments payable to Acquiror or its Affiliate(s) with respect to any Sites (i) that are owned by Acquiror or its Affiliate(s) or with respect to which Acquiror or its Affiliate(s) is the Ground Lessor immediately prior to the applicable Closing or (ii) that are acquired by Acquiror or its Affiliate(s) after the applicable Closing Date so long as no such payments were paid to the applicable Ground Lessor, or asserted (with a reasonable basis therefor) by the applicable Ground Lessor to be payable to it, with respect to such Sites prior to the acquisition thereof by Acquiror 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" has the meaning set forth in Section 9.22.

"Transition Services Agreement" has the meaning set forth in the Recitals.

"Treasury Regulations" shall mean any temporary or final regulations promulgated under the Code.

"Weekly Amount" has the meaning set forth in Section 9.11(b).

"Willful and Intentional Breach" means a breach or failure to perform that is a consequence of an act or omission undertaken by the breaching party with the knowledge that the taking of, or failure to take, such act would, or would reasonably be expect to, cause a breach of this Agreement.

"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. Unless the express context otherwise requires:

(a) the words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa;

(c) any references herein to “\$” are to United States Dollars;

(d) any references herein to a specific Section, Schedule or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of this Agreement;

(e) any references 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;

(f) any use of the words “or”, “either” or “any” shall not be exclusive;

(g) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(h) any references to any agreement by, or obligation of, the AT&T Contributors to take any action pursuant to this Agreement shall be deemed to mean that AT&T will cause the AT&T Contributors to take such action; and

(i) references herein to any gender include each other gender.

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 AT&T Parties’ or AT&T Newcos’ 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 of a third-party thereto, would constitute a breach or violation thereof or in any way adversely affect the rights of Acquiror or Tower Operator thereunder, but only to the extent such Authorization has not been obtained.

(b) If any Authorization described in Section 1.3(a) 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 AT&T Parties thereunder so that Acquiror, Tower Operator or, after the Initial Closing, the applicable Sale Site Subsidiary would not in fact receive all such rights (including all such rights under Collocation Agreements) or would affect the ability of Acquiror, 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 AT&T Parties and the AT&T Newcos shall implement alternative arrangements reasonably acceptable

to Acquiror and the AT&T Parties designed to ensure that, after the Initial Closing, Acquiror, Tower Operator and the applicable Sale Site Subsidiary obtain all such benefits and rights and are in the same legal position as they would have been if such Authorization had been obtained, and the Parties acknowledge and agree that the Management Agreement generally is such an alternative arrangement with respect to contracts or agreements applicable to a Managed Site.

(c) To the extent that, on and after the Initial Closing, Acquiror, 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 AT&T Parties and the AT&T Newcos shall, and shall cause their respective Affiliates to, take all actions reasonably necessary to, and provide all reasonable assistance requested by Acquiror, 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 AT&T Parties or AT&T Newcos, as applicable.

ARTICLE 2

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

SECTION 2.1 *Formation of the AT&T Newcos, Sale Site Subsidiaries and Tower Operator.*

(a) On or prior to the Initial Closing Date, the applicable AT&T Parties shall: (i) form each AT&T Newco by filing a certificate of formation for such AT&T Newco, in substantially the form set forth in Exhibit H (each, an “**AT&T Newco 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 J (each, an “**AT&T Newco LLC Agreement**”) with the Independent Managers of such AT&T Newco, (iii) enter into a separateness agreement, in substantially the form set forth in Exhibit I (each, an “**AT&T Newco Separateness Agreement**”), with Acquiror and the AT&T Newcos with respect to each AT&T Newco and (iv) cause each AT&T Newco to be duly qualified in each jurisdiction in which an MPL Site held by such AT&T Newco is located and, in each case, provide Acquiror with evidence of the same.

(b) On or prior to the Initial Closing Date, Acquiror 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 AT&T with evidence of the same.

(c) On or prior to the Initial Closing Date, the applicable AT&T Parties shall (i) form each Sale Site Subsidiary by filing a certificate of formation, in substantially the form set forth in Exhibit K (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 L (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 Acquiror with evidence of the same.

SECTION 2.2 Closing Transactions. At the Initial Closing:

(a) With respect to the Contributable Sites, the AT&T Contributors holding such Contributable Sites shall contribute, convey, assign, transfer and deliver to the applicable AT&T Newco, and such AT&T Newco shall acquire, accept and assume from such AT&T 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, and the AT&T Contributors shall retain responsibility for all Excluded Liabilities and Pre-Closing Liabilities;

(b) With respect to the Assignable Sites, the AT&T 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 AT&T 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, and the AT&T Contributors shall retain responsibility for all Excluded Liabilities and Pre-Closing Liabilities;

(c) Subject to the adjustments and prorations described in Section 2.8, Acquiror shall pay to AT&T the Consideration in immediately available funds. Such funds shall be delivered by wire transfer to an account designated by AT&T (on behalf of the AT&T Contributors, their Affiliates and the AT&T Newcos) by written notice to Acquiror delivered not later than three Business Days prior to the Initial Closing Date;

(d) With respect to the Lease Sites, the applicable AT&T Newco 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, in each case, by the execution and delivery of the Tower Operator General Assignment and Assumption Agreement and the MPL;

(e) The applicable AT&T Parties shall sell, convey, assign, transfer and deliver to Acquiror (or one of its Affiliates designated by Acquiror) 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 Acquiror shall purchase, acquire and assume the Sale Site Subsidiary Interests from the applicable AT&T Parties. Each of the applicable AT&T Parties and Acquiror shall execute and deliver an assignment and assumption agreement, substantially in the form of Exhibit M (the "**Membership Interest Assignment and Assumption Agreement**") pursuant to which the Sale Site Subsidiary Interests of the AT&T Parties shall be transferred to Acquiror;

(f) With respect to the Managed Sites, the AT&T Contributors and the AT&T Newcos holding such Managed Sites shall enter into the Management Agreement, 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) The Tower Operator, AT&T and the AT&T Collocators shall enter into the MPL Site MLA and each Sale Site Subsidiary, AT&T and the AT&T Collocators shall enter into the Sale Site MLA;

(h) The AT&T Parties, the AT&T Newcos, the Tower Operator and the Sale Site Subsidiaries shall enter into the Transition Services Agreement;

(i) The AT&T Parties, the AT&T Newcos, the AT&T Collocators, the Sale Site Subsidiaries, Acquiror and the Tower Operator shall duly execute and deliver the certificates and other contracts, documents and instruments required to be delivered under Article 10, including the Collateral Agreements, or in accordance with Section 9.3;

(j) Each Portfolio Site will be designated either as an MPL Site, a Sale Site or an Excluded Site in accordance with the terms of this Agreement; and

(k) AT&T will instruct Intralinks to provide Acquiror with the same access to the Data Room as AT&T has as of the date of this Agreement, including the ability to print and download any documents and data, and control over the content of and access to the Data Room, which access and control shall not expire or terminate earlier than the date that is 90 days following the Initial Closing Date, or will otherwise provide Acquiror with a copy of the materials contained in the Data Room.

SECTION 2.3 *Items Excluded from Transaction.*

(a) Except for the Post-Closing Liabilities, none of Acquiror, the Tower Operator or any of their respective Affiliates shall assume any Liabilities of the AT&T Parties, the AT&T Contributors, the AT&T Newcos or the Sale Site Subsidiaries as of the Initial Closing.

(b) Notwithstanding anything to the contrary contained herein, as a result of the consummation of the transactions contemplated by this Agreement, neither Acquiror nor the Tower Operator shall lease, acquire or have any rights with respect to, or obligations to the extent relating to, (i) the Excluded Assets, the Excluded Liabilities or the Pre-Closing Liabilities, and (ii) any and all rights or obligations that accrue or shall accrue to the AT&T Contributors or the AT&T Newcos or any of their respective Affiliates under this Agreement or any Collateral Agreement, and none of Acquiror, Tower Operator or, after the Initial Closing, the Sale Site Subsidiaries, shall be liable as between the Parties for any Excluded Liabilities and Pre-Closing Liabilities.

SECTION 2.4 *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 AT&T CONTRIBUTORS, LEASED BY THE AT&T NEWCOS AND ACCEPTED BY THE TOWER OPERATOR IS BEING SO CONTRIBUTED, LEASED, TRANSFERRED AND ACCEPTED "AS IS, WHERE IS," WITH ALL FAULTS, AND THAT NO AT&T PARTY AND NO AT&T NEWCO 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 11.4, 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, ACQUIROR 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 2.5 Closing Place and Dates.

(a) Initial Closing. The transactions described in Section 2.2 and Section 3.2 shall take place at a closing (the “**Initial Closing**”) on the Target Date or on such earlier date as the Parties shall agree on in writing; provided, however, that if the applicable conditions set forth in Article 10 have not been satisfied on or prior to the Target Date, the Initial Closing shall take place on the fifth Business Day following the date that the applicable conditions set forth in Article 10 (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 Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, or such other place upon which the Parties may agree in writing.

(b) Subsequent Closings. The conversion of a Non-Contributable Site into a Contributable Site, a Pre-Lease Site into a Lease Site or a Non-Assignable Site into an Assignable Site subsequent to the Initial Closing Date (each a “**Subsequent 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 into a Contributable Site, but for which there are remaining unsatisfied or uncured Leasing Exceptions, shall remain a Pre-Lease Site until such Leasing Exceptions are satisfied or cured. The Parties shall hold a closing (each a “**Documentary Subsequent Closing**”) pursuant to Section 2.6 to confirm the occurrence of each such conversion. 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 2.6 Documentary Subsequent Closings; Contributions to AT&T Newcos.

(a) The Parties shall hold a Documentary Subsequent Closing on such dates as either AT&T or Acquiror may reasonably request (but in no event shall a Documentary Subsequent Closing be held on a day that is not a Business Day or more frequently than once every 30 days

or other interval as agreed to in writing by the Parties), subject to the requesting Party providing the other Parties with at least five Business Days' notice prior to the date of such Documentary Subsequent 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 date of the Subsequent Closing for such Site (each, a "**Subsequent Closing Date**").

(b) At each Documentary Subsequent Closing, each Party shall execute and deliver 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 Site that is converted into an Assignable Site at such Documentary Subsequent Closing, the documentation necessary to evidence the sale, conveyance, assignment, transfer and delivery of (A) the applicable AT&T Contributor's right, title and interest in, to and under such Site, the Included Property of such Site and any other assets and property that would transfer at such time if the date of such Documentary Subsequent Closing had been the date of the Initial Closing and (B) such other assets or property in which the AT&T Contributors continue to have rights, (v) with respect to each Site that is converted into a Lease Site at such Documentary Subsequent Closing, the documentation necessary to evidence (A) the Lease to the Tower Operator of the applicable Included Property and the transfer and assignment of all applicable Collocation Agreements and (B) the assignment and assumption of all applicable Post-Closing Liabilities, (vi) with respect to each Site that is converted into a Contributable Site at such Documentary Subsequent Closing, the documentation necessary to evidence the contribution, conveyance, assignment, transfer and delivery to the applicable AT&T Newco of the applicable AT&T Contributor's right, title and interest in, to and under the Included Property of such Site and the applicable Collocation Agreements and Post-Closing Liabilities, (vi) amended schedules or exhibits to all other applicable Collateral Agreements and (vii) such other agreements and documents as contemplated by Section 2.6(c).

(c) In addition, at each Documentary Subsequent Closing, if, with respect to any Non-Contributable Site or Non-Assignable Site, the Contribution Exceptions, Assignment Exceptions or other matters that have caused such Site to be a Managed Site, as applicable, with respect to such Site have been corrected or addressed since the previous Documentary Subsequent Closing or the Initial Closing, as applicable, then the AT&T Contributors shall on the terms set forth in this Agreement, contribute, convey, assign, transfer and deliver to the applicable AT&T Newco in the case of a Contributable Site, or to the applicable Sale Site Subsidiary 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 and delivery of the instruments of conveyance and assignment as may be reasonably necessary for the AT&T Contributors to contribute, convey, assign, transfer and deliver to such AT&T Newco or Sale Site Subsidiary, 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.

SECTION 2.7 Preparation of Closing Documents.

(a) The AT&T Parties shall prepare (using the information set forth on the Site List or the Closing 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 2.7(b)) for the Initial Closing, in each case in form and substance reasonably satisfactory to Acquiror and, to the extent applicable, in form sufficient for recordation.

(b) The Site Lease Agreement applicable to each of the Sites shall be prepared in accordance with the MPL Site MLA and the Sale Site MLA, as applicable. For each Lease Site, following the Initial Closing, the AT&T Collocators and the 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 or other local 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 the applicable MLA and shall promptly thereafter provide or cause to be provided in electronic form a recorded copy of same to the other Parties.

(c) 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 Memorandum of Site Lease Agreement or any exhibit thereto. 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.

(d) The Parties shall cooperate with each other to cause changes to be made in the Memorandum of Site Lease Agreement for each Site, if such changes are requested by either Party to evidence any changes in the description of the Lease Site respecting such Site or equipment or improvements thereof as may be agreed by the Parties, 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.

(e) From and after the date of this Agreement, if the public land records do not reflect the current AT&T 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, Acquiror shall notify the AT&T Contributors and the AT&T Parties shall execute and deliver to Acquiror such documentation as Acquiror may prepare and as is reasonably necessary to correct the public land records with respect to such ownership (the "**Confirmatory Assignments**"); provided, however, that the execution and delivery of any Confirmatory Assignment shall not be a condition to any Closing.

(f) Acquiror shall prepare, and, at Acquiror's reasonable request, the AT&T Parties shall use commercially reasonable efforts to cooperate with Acquiror to execute, deliver and record, all intermediate assignments from the original lessee under a Ground Lease to the

applicable AT&T 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 Acquiror and in form sufficient for recordation; provided, however, that the execution and recordation of such Corrective Assignments shall not be a condition to any Closing. To the extent requested by Tower Operator and the Sale Site Subsidiaries, the AT&T Contributors shall assist the Tower Operator and the Sale Site Subsidiaries in the preparation of the Corrective Assignments. The AT&T 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 AT&T Contributors for, their reasonable out-of-pocket costs and expenses incurred in assisting in the preparation of any Corrective Assignments.

(g) 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 2.9.

SECTION 2.8 Prorating of Expenses. Except as otherwise provided in the MPL and the MLAs, as of the Initial 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 AT&T 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 Initial 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, except as set forth in the following proviso), 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 Initial Closing Date; provided, however, that (a) the AT&T Contributors shall not be entitled to any reimbursement, credit or payment for or any prorated benefit from, and the Tower Operator and the Sale Site Subsidiaries, as applicable, shall be entitled to retain and benefit from, any prepayments of ground rent under Ground Leases and (b) the Tower Operator and the Sale Site Subsidiaries shall not be entitled to any credit or payment for or any prorated benefit from, and the AT&T Contributors shall be entitled to retain any benefit from, any prepayment of rent under Collocation Agreements, in each case of (a) and (b), where such prepayments, when made, were on account of periods of 12 months or more (including, for the avoidance of doubt, with respect to periods and portions thereof on and subsequent to the Initial Closing Date). The Parties shall work in good faith to determine and finalize any amounts due under this Section 2.8 prior to the Initial Closing Date. The net amount of the prorations set forth in this Section 2.8 shall be credited to (or debited from) the Consideration payable by Acquiror at the Initial Closing. For purposes of this Section 2.8, Taxes shall be accrued in accordance with Section 11.1(a)(iii).

SECTION 2.9 Recordation; Signage.

(a) The AT&T Parties and the AT&T Newcos acknowledge and agree that, from and after the Initial Closing Date, Acquiror, 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 (unless the Ground Lease for any applicable Lease Site or any Collocation Agreement prohibits such recording), 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 AT&T Party or any AT&T Newco.

(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 AT&T, 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 AT&T promptly after recordation thereof. The AT&T Parties and the AT&T Newcos 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 AT&T 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 AT&T Contributors and the AT&T Newcos 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 Initial 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 2.10 Taxes; Bulk Sales.

(a) Taxes. Except as expressly provided in this Agreement, the MPL or the MLAs, the AT&T 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 AT&T Party, any AT&T Newco 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) Payment. Acquiror agrees that the payment contemplated by Section 2.2(c) and Section 3.2 to be made by Acquiror is non-refundable and that Acquiror 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 AT&T Parties, the AT&T Newcos 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. Acquiror and the AT&T Contributors hereby waive compliance by Acquiror and the AT&T Contributors with the provisions of the “bulk sales,” “bulk transfer” and similar Laws; provided, however, that such waiver is not intended to preclude the AT&T Contributors from claiming bulk sale or bulk transfer treatment on the transfer of the assets to the AT&T Newcos 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, Acquiror will be treated as purchasing the Sale Sites (or, as applicable, the interests in the Sale Sites held by the AT&T Contributors and the AT&T Newcos) pursuant to this Agreement on the Initial Closing Date, and each of Acquiror, AT&T 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 2.10(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. In addition, the Parties acknowledge and agree that the MPL and the Management Agreement are each intended to be treated for U.S. federal income Tax purposes as a lease between the applicable AT&T Party, the AT&T Newcos and Tower Operator, as applicable, with respect to the MPL Sites and the Managed Sites (excluding any Managed Sale Site), as applicable, and the Parties further agree to not take any position on any Tax Return that is inconsistent with such treatment, except as otherwise required by Law or an Order.

(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 AT&T Contributors and the AT&T Newcos) pursuant to this Agreement shall be borne equally by the AT&T 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(d) of the MPL (substituting references to “AT&T Contributors” in place of references to “AT&T Lessors”). For the avoidance of doubt,

Acquiror and the Tower Operator shall have no responsibility for any Transfer Taxes with respect to a Site imposed with respect to transfers exclusively between AT&T and its Affiliates.

(g) Tax Allocations. Subject to Section 1.3, Section 2.8 and Article 3, the Parties agree that the Consideration shall be allocated for Tax purposes among each of the Tranches of Sites (as defined in the MPL) and the Sale Sites in accordance with an appraisal by PricewaterhouseCoopers LLP of the aggregate value of all of the Tranches of Sites (as defined in the MPL) and the Sale Sites, all as determined as of the Initial Closing Date. Any refund payments made pursuant to Article 4 shall, to the fullest extent permitted by applicable Law, be treated for all Tax purposes as adjustments to the Consideration and allocations required by the preceding sentence.

SECTION 2.11 *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 **SITE LISTS; PAYMENT OF CONSIDERATION**

SECTION 3.1 *Site Lists*

(a) AT&T has prepared in good faith and delivered to Acquiror, and Acquiror has reviewed, the Site List attached hereto as Schedule 4, which categorically identifies, as of the date of this Agreement, (i) all Lease Sites, (ii) all Pre-Lease Sites, (iii) all Non-Contributable Sites, (iv) all Assignable Sites, (v) all Non-Assignable Sites, (vi) all Excluded Sites (specifying whether any such Excluded Sites are Shared Sites, Casualty Sites, Taken Sites, Non-Compliant Sites, Environmental Sites, Portfolio Sites subject to Transaction Revenue Sharing Payments or are otherwise Excluded Sites pursuant to clause (vii) of Section 4.3(b)), (vii) all Special Zoning Sites, (viii) all Casualty Sites, (ix) all Taken Sites, (x) all Shared Sites, (xi) all Non-Compliant Sites subject to a Material Site Non-Compliance Issue, (xii) all Non-Compliant Sites subject to a Material Site Title Issue and (xiii) all Environmental Sites (specifying whether any such Excluded Sites are Regional Listed Sites or Non-Regional Listed Sites).

(b) At least 10 Business Days prior to the Initial Closing Date, Acquiror shall prepare in good faith and deliver to AT&T an updated list (the "**Closing Site List**") which categorically identifies, as of the date thereof, (i) all Lease Sites, (ii) all Pre-Lease Sites, (iii) all Non-Contributable Sites, (iv) all Assignable Sites, (v) all Non-Assignable Sites, (vi) all Excluded Sites (specifying whether any such Excluded Sites are Shared Sites, Casualty Sites, Taken Sites, Non-Compliant Sites, Environmental Sites, Portfolio Sites subject to Transaction Revenue Sharing Payments, Portfolio Sites that are deemed to be Excluded Sites pursuant to Section 9.19(b) or are otherwise Excluded Sites pursuant to clause (vii) of Section 4.3(b)), (vii) all Special Zoning Sites, (viii) all Casualty Sites, (ix) Taken Sites, (x) all Shared Sites, (xi) all Non-Compliant Sites subject to a Material Site Non-Compliance Issue, (xii) all Non-Compliant Sites

subject to a Material Site Title Issue and (xiii) all Environmental Sites (specifying whether any such Excluded Sites are Regional Listed Sites or Non-Regional Listed Sites). To facilitate the preparation of the Closing Site List by Acquiror, the AT&T Parties shall use commercially reasonable efforts to promptly provide Acquiror, following reasonable advance notice, with such documentation and information and reasonable access during normal business hours to such employees of, or professionals retained by, the AT&T Parties and their respective Affiliates as Acquiror may reasonably request and that is reasonably necessary in order for Acquiror to prepare the Closing Site List; provided that such access shall not unreasonably interfere with the business operations of the AT&T Parties and their respective Affiliates.

(c) If Acquiror designates on the Closing Site List (i) any Sites as Pre-Lease Sites that were designated as Non-Contributable Sites on the Site List, (ii) any Sites as Lease Sites that were designated as Non-Contributable Sites or Pre-Lease Sites on the Site List, (iii) any Sites as Assignable Sites that were designated as Non-Assignable Sites on the Site List or (iv) any Portfolio Sites as Excluded Sites that were not designated as Excluded Sites on the Site List, and AT&T, in good faith, disagrees with such redesignation, AT&T will notify Acquiror in writing at least five Business Days prior to the Initial Closing that AT&T so disagrees. Each such notification shall describe in reasonable detail the reasons for AT&T's disagreement.

(d) For the avoidance of doubt, the Parties agree that, except for Acquiror's and the AT&T Parties' covenants or other obligations expressly set forth in this Section 3.1, the matters described in this Section 3.1 shall not be considered as representations, warranties, covenants or obligations of Acquiror or AT&T under this Agreement.

SECTION 3.2 Payment of Consideration. At the Initial Closing, Acquiror shall pay for the account of the AT&T Newcos or the AT&T Parties, as applicable, by wire transfer to an account designated by AT&T, as consideration for (a) the Lease of the Lease Sites and the Included Property of the Lease Sites (including the related Collocation Agreements), (b) the specified rights with respect to the Managed Sites and the Included Property of the Managed Sites (including the related Collocation Agreements) and (c) the Sale Site Subsidiary Interests, a cash amount equal to the Consideration as required by Section 2.2(c).

SECTION 3.3 Allocation of Rent.

(a) At or prior to the Initial Closing, AT&T shall cause to be delivered to the Tower Operator a draft of Exhibit D to the MPL. 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) and otherwise as proposed by AT&T in a draft of such Exhibit D, and AT&T's draft of such Exhibit D shall be incorporated into the MPL.

(b) At or prior to the Initial Closing, AT&T shall cause to be delivered to the Tower Operator a draft of Exhibit C to the MPL. The allocation of Rent and Pre-Lease Rent as required for such Exhibit C shall be consistent with the requirements of Section 2.10(g) of this Agreement and otherwise as proposed by AT&T in such draft of Exhibit C, and AT&T's draft of such Exhibit C shall be incorporated into the MPL.

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, 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, 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, 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) From and after the date of this Agreement until the date that is 18 months after the Initial Closing Date (the “**Final Closing Date**”), the Parties shall coordinate and cooperate in good faith to identify and cure any and all Exceptions and to cause the conversion of any Managed Sites to Lease Sites or Assignable Sites, as applicable. Notwithstanding the foregoing, (i) Acquiror shall have principal responsibility for devising and implementing the strategy for curing any and all Exceptions (other than with respect to Consents to be obtained from AT&T Subsidiaries or with respect to the Tower Subtenants referred to in Section 4.2 of the AT&T Disclosure Letter); provided that the implementation of such strategy shall be subject to the prior written consent of AT&T, such consent not to be unreasonably withheld, delayed or conditioned, (ii) with respect to Consents to be obtained from AT&T Subsidiaries or the Tower Subtenants referred to in Section 4.2 of the AT&T Disclosure Letter, the Parties shall coordinate and cooperate in good faith to devise and implement the strategy for obtaining such Consents, (iii) Acquiror shall be permitted to unilaterally prepare and deliver (and re-deliver) Consent Agreements and receive Consents from and after the date of this Agreement (other than with respect to those Persons described in clause (ii) above, with respect to which the Parties shall coordinate and cooperate in good faith in preparing and delivering (and re-delivering) Consent Agreements and receiving Consents), (iv) the AT&T Parties and their respective representatives shall not unilaterally prepare and deliver (and re-deliver) Consent Agreements or receive Consents, or otherwise unilaterally initiate contact with any Person for the purpose of discussing such Consent Agreements and Consents without the prior written consent of Acquiror, such consent not to be unreasonably withheld or delayed (it being understood that the AT&T Parties

and their respective representatives shall participate in preparing and delivering (and re-delivering) Consent Agreements and receiving Consents to and from those Persons referred to in clause (ii) above); provided, however, that the Parties and their respective representatives may receive unsolicited communications from any Person regarding any of the foregoing matters; and (v) Acquiror shall, in the case of each Authorization that requires only notice to be delivered to a Person, use commercially reasonable efforts to deliver a Notice to each such Person as promptly as reasonably practicable after the date of this Agreement. If the AT&T Parties or their respective representatives receive unsolicited communications from any Person regarding any of the foregoing matters, the AT&T Parties and their respective representatives (i) shall, to the extent reasonably practicable, direct any Person that initiates contact with the AT&T Parties or their respective representatives to contact Acquiror and (ii) may respond to any unsolicited communications that are non-written. Acquiror shall exercise its rights under this Section 4.2(a) in a manner that does not unreasonably interfere with the business activities or relationships of the AT&T Parties.

(b) Except for preparing and delivering (and, if applicable, re-delivering) Notices and Consent Agreements and receiving Consents, from the date of this Agreement until the Initial Closing Date, Acquiror shall (i) not initiate contact (A) with any Ground Lessor other than for the purpose of soliciting Consents and (B) with any Ground Lessor or any other Person in connection with any notices or requests for consents to assignments, transfers, leases and subleases of Ground Leases, in each case without first affording AT&T a reasonable opportunity to participate in such contact, (ii) include AT&T in any written communications with any such Person, (iii) to the extent reasonably practicable, not engage in any telephone conversations with any such Person without a representative of AT&T having been invited to participate on such call, and if a representative of AT&T is not on such call, promptly following the conclusion of such call, notify AT&T of any such telephone conversations, (iv) obtain approval from AT&T for the content of any such communications, such approval not to be unreasonably withheld, delayed or conditioned and (v) provide AT&T with copies of all written or other communications from such Persons. With respect to the receipt of written and telephone communications from any Person in connection with identifying and curing Exceptions and causing the conversion of any Managed Sites to Lease Sites or Assignable Sites, as applicable, including the receipt of Consents and any other responses to notices or requests for consents to assignments, transfers, leases and subleases of the Ground Leases, Acquiror shall, in consultation with AT&T, establish a return mailing address or addresses and a telephone hotline number or numbers as determined by Acquiror in consultation with AT&T. From the date of this Agreement until the Initial Closing Date, AT&T shall be permitted to have its representatives present at the facilities established by Acquiror to receive and review any such responses. Notwithstanding anything to the contrary in this Section 4.2, the provisions of Sections 4.2(a) and (b) (other than the first sentence of Section 4.2(a)) shall not apply with respect to any Authorization required under the organizational documents of any AT&T Subsidiary, for which AT&T shall (1) be solely responsible for devising and implementing the strategy for obtaining any such Authorizations and (2) use commercially reasonable efforts to obtain any such Authorizations as promptly as reasonably practicable following the date of this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, from and after the Final Closing Date, Acquiror, the Tower Operator and the Sale Site Subsidiaries may, in their respective discretion, continue any efforts, from time to time, to cure any remaining

Exceptions, and the AT&T Parties and the AT&T Newcos shall execute and deliver to Acquiror, the Tower Operator or the Sale Site Subsidiaries, as applicable, such documentation as Acquiror, the Tower Operator or the Sale Site Subsidiaries may prepare and as may be reasonably requested by Acquiror, the Tower Operator or the Sale Site Subsidiaries, as applicable, from time to time with respect thereto, including execution of the documents required for additional Documentary Subsequent Closings. The Tower Operator or Sale Site Subsidiaries, as applicable, shall reimburse the AT&T Contributors and the AT&T Newcos for their reasonable out-of-pocket costs and expenses related to providing assistance pursuant to this Section 4.2(c) after the Final Closing Date.

(d) Following the cure of any Exceptions with respect to a Site, the Party that obtained the Authorization that resulted in such cure shall provide written notice to the other Parties, identifying the Site together with the related Exceptions that were cured and containing a brief statement regarding how such Exceptions were cured.

(e) Between the date of this Agreement and the Initial Closing, Acquiror shall not, and shall cause its Affiliates and its and their respective officers, directors, employees and representatives not to, take any actions designed and a purpose of which is to cause third parties to provide notices that any Portfolio Site is a Taken Site or a Non-Compliant Site.

(f) To the extent reasonably requested by Acquiror, the Tower Operator or, after the Initial Closing, the Sale Site Subsidiaries, the Parties shall take all actions and execute all documents, in each case, reasonably necessary to ensure that, in the event a Portfolio Site was incorrectly designated as of immediately prior to the Initial Closing on the Closing Site List, Acquiror, the Tower Operator and the applicable Sale Site Subsidiary are, subject to the proviso at the end of this sentence, put in the same legal position as they would have been in had such Portfolio Site been correctly designated on the Closing Site List, including, in the event any Site has been re-designated as a Managed Site from its original Site Designation on the Closing Site List, to rescind the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements; provided, however, that, in connection with this Section 4.2(f), in no event shall (A) a Portfolio Site designated on Schedule 1 as an MPL Site be re-designated as a Sale Site, (B) a Portfolio Site designated on Schedule 3 as a Sale Site be re-designated as an MPL Site, (C) any Site not designated as a Shared Site, Casualty Site, Taken Site, Non-Compliant Site or Environmental Site at the Initial Closing be re-designated as such after the Initial Closing or (D) any Site not designated or deemed to be an Excluded Site at the Initial Closing in accordance with the terms of this Agreement be re-designated as an Excluded Site after the Initial Closing. In furtherance of the foregoing, the Parties shall use commercially reasonable efforts to 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) amended schedules or exhibits to all other applicable Collateral Agreements and (v) the documentation necessary to sell, convey, assign, transfer and deliver the applicable AT&T Contributor's right, title and interest in, to and under each Assignable Site and the Included Property of such Assignable Site.

SECTION 4.3 *Shared Sites; Excluded Sites.*

(a) Shared Sites. If a Site is designated as a Shared Site on the Closing Site List and is not designated as an Excluded Site by AT&T in accordance with Section 4.3(b), such Site shall be deemed (a) in the case of an MPL Site that is a Shared Site, a Non-Contributable Site, and (b) in the case of a Sale Site that is a Shared Site, a Non-Assignable Site, in each case until such time as the circumstances causing such Site to be a Shared Site have been cured. AT&T and the AT&T Contributors shall use commercially reasonable efforts to cause the circumstances causing such Site to be a Shared Site to be cured as promptly as reasonably practicable. If the circumstances causing such Site to be a Shared Site have not been cured by the Final Closing Date, then promptly thereafter the Parties shall take all 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 position as they would have been if such Site was an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for any Excluded Site Collocation Payments theretofore actually received by Acquiror, the Tower Operator or the Sale Site Subsidiaries after the Initial Closing and any out-of-pocket amounts theretofore actually paid by Acquiror, the Tower Operator or the Sale Site Subsidiaries with respect to such Site after the Initial Closing (including any rent or other payments to any Ground Lessor and any other out-of-pocket costs and expenses of Acquiror, the Tower Operator or the Sale Site Subsidiaries incurred in the ordinary course of business, in connection with such Site) (the amount of such adjustment with respect to each applicable Site, the "**Net Amount**"); provided, however, that if Acquiror, the Tower Operator or the Sale Site Subsidiaries agree to any increases in the rent or other payments to Ground Lessors prior to the date any Net Amount is paid in accordance with Section 4.10, the Net Amount shall be calculated assuming the terms of the applicable Ground Lease as of the Initial Closing Date were in effect through the date of such payment. 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 and (iv) amended schedules or exhibits to all other applicable Collateral Agreements.

(b) Excluded Sites. The AT&T Parties may elect, in their sole discretion, by written notice to Acquiror given at any time prior to the date that is five Business Days prior to the Initial Closing Date, to designate as an "Excluded Site" and exclude from the transactions contemplated by this Agreement (i) any Shared Site, (ii) any Casualty Site, (iii) any Taken Site, (iv) any Non-Compliant Site, (v) any Environmental Site, (vi) any Portfolio Sites subject to Transaction Revenue Sharing Payments and (vii) any other Site; provided, however, that the AT&T Parties may designate no more than 100 Excluded Sites pursuant to clause (vii) of this Section 4.3(b). In addition, (A) any Portfolio Site that is designated as a Non-Regional Listed Site and any Site that AT&T and Acquiror agree in writing is Taken, in each case at least five Business Days prior to the Initial Closing Date, and (B) any Portfolio Site deemed to be an Excluded Site pursuant to Section 9.19(b), shall be deemed to be an Excluded Site at the Initial Closing. Upon the designation of a Site as an Excluded Site in accordance with this Agreement, all references to such Portfolio Site in the representations and warranties contained in this Agreement (other than Section 5.9(b) and Section 5.15) shall be deemed to have been deleted.

SECTION 4.4 *Special Zoning Sites.*

If, prior to the Closing with respect to a Site, the AT&T Parties or Acquiror become aware that a Site constitutes a Special Zoning Site (and such Site was not designated as a Special Zoning Site on the Site List), the AT&T Parties or Acquiror, as the case may be, shall promptly notify the other Parties in writing that it considers such Site to be a Special Zoning Site, with reasonable specificity as to the reasons therefor. If a Site is designated as a Special Zoning Site on the Closing Site List, then such Site shall be deemed (a) in the case of an MPL Site that is a Special Zoning Site, a Non-Contributable Site, and (b) in the case of a Sale Site that is a Special Zoning Site, a Non-Assignable Site, in each case until such time as the circumstances causing such Site to be a Special Zoning Site have been cured. Until the Final Closing Date, the AT&T Parties and the AT&T Newcos shall use commercially reasonable efforts to provide Acquiror, the Tower Operator and the Sale Site Subsidiaries, as applicable, with such assistance as may be reasonably requested by Acquiror, the Tower Operator or the Sale Site Subsidiaries, as applicable, from time to time with respect to any efforts to cure the circumstances causing any Site to be a Special Zoning Site.

SECTION 4.5 *Casualty Sites.*

(a) If, prior to the Initial Closing, the AT&T Parties or Acquiror become aware that a Site constitutes a Casualty Site (and such Site was not designated as a Casualty Site on the Site List), the AT&T Parties or Acquiror, as the case may be, shall promptly notify the other Parties in writing that it considers such Site as a Casualty Site, with reasonable specificity as to the reasons therefor. The determination that a Site is a Casualty Site at the Initial Closing shall be made by Acquiror in its reasonable discretion acting in good faith, without regard to any Site Designation set forth on the Site List.

(b) With respect to each Site designated as a Casualty Site on the Closing Site List, the AT&T Parties may, at their option, elect promptly following the Initial Closing to (i) repair, at their sole cost and expense, the Tower as necessary so as to cause such Site to no longer be a Casualty Site (and to the extent needed to repair the physical damage caused by the applicable casualty event) and shall use their commercially reasonable efforts to commence such actions promptly following any such election, (ii) promptly (but in any event no later than 10 Business Days following request) reimburse Acquiror and the Tower Operator for their documented commercially reasonable out-of-pocket costs and expenses incurred by any of them in connection with their repair of the Tower to the extent (and only to the extent) that such repairs are necessary to cause such Site to no longer be a Casualty Site (and to the extent needed to repair the physical damage caused by the applicable casualty event) (a good faith estimate of which Acquiror shall provide to the AT&T Parties upon the AT&T Parties' request) or (iii) designate such Casualty Site as an Excluded Site in accordance with Section 4.3(b); provided, however, that in the event the AT&T Parties elect the option described in clause (i), (A) the AT&T Parties shall use their commercially reasonable efforts to take the actions contemplated in clause (i) as promptly as reasonably practicable and (B) if the AT&T Parties or AT&T Newcos do not repair the Tower pursuant to clause (i) by the Final Closing Date, then promptly thereafter the Parties shall take all actions, make all payments 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 position as they would have been if

such Site were originally an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for the Net Amount with respect to such Site. In furtherance of the foregoing, the Parties shall execute and deliver, as applicable, (A) amended schedules and exhibits to the MPL, (B) amended schedules and exhibits to the applicable MLA, (C) amended schedules and exhibits to the Management Agreement and (D) amended schedules or exhibits to all other applicable Collateral Agreements.

SECTION 4.6 *Taken Sites.*

(a) If, prior to the Initial Closing, the AT&T Parties or Acquiror become aware that (i) a Site is Taken or (ii) a Site constitutes a Taken Site (and such Site was not designated as a Taken Site on the Site List), the AT&T Parties or Acquiror, as the case may be, shall promptly notify the other Parties in writing that it considers such Site to be Taken or a Taken Site, with reasonable specificity as to the reasons therefor. The designation of a Site as a Taken Site at the Initial Closing shall be made by Acquiror in its reasonable discretion acting in good faith, without regard to any Site Designation set forth on the Site List.

(b) If AT&T and Acquiror agree that a Site is Taken prior to the Initial Closing Date, such Site shall be deemed to be an Excluded Site at the Initial Closing in accordance with Section 4.3(b). If a Site is designated in accordance with Section 4.6(a) as a Taken Site and is not designated as an Excluded Site by AT&T in accordance with Section 4.3(b), then, if such Site is not Taken prior to the Initial Closing and prior to the date that is 12 months following the Initial Closing Date such Site is Taken and there has not been a final non-appealable Order reversing the outcome that such Site has been Taken (it being agreed that the AT&T Parties shall have the right to assume the defense of such claims at its cost; provided, however, that such 12-month period shall be suspended during any period during which the AT&T Parties or Acquiror or its Affiliates are defending such claims), then promptly thereafter the Parties shall take all 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 position as they would have been if such Site was an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for the Net Amount with respect to such Site. 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 and (iv) amended schedules or exhibits to all other applicable Collateral Agreements.

(c) Acquiror and the Tower Operator shall coordinate with the AT&T Parties prior to Acquiror and the Tower Operator incurring any out-of-pocket costs and expenses in connection with any efforts to avoid a Taken Site from being Taken. In the event that the AT&T Parties approve the incurrence of such costs and expenses, the AT&T Parties or the AT&T Newcos shall be responsible for reimbursing, and shall promptly (but in any event no later than 10 Business Days following request with reasonable detail therefor) reimburse, Acquiror and the Tower

Operator for all commercially reasonable out-of-pocket costs and expenses incurred by any of them in connection with any efforts to avoid any Taken Site being Taken.

SECTION 4.7 Non-Compliant Sites.

(a) If, prior to the Initial Closing, the AT&T Parties or Acquiror become aware that a Site constitutes a Non-Compliant Site, the AT&T Parties or Acquiror, as the case may be, shall promptly notify the other Parties in writing that it considers such Site to be a Non-Compliant Site, with reasonable specificity as to the reasons therefor. The designation of a Site as a Non-Compliant Site at the Initial Closing shall be made by Acquiror in its reasonable discretion acting in good faith, without regard to any Site Designation set forth on the Site List.

(b) If a Site is designated as a Non-Compliant Site in accordance with Section 4.7(a) as a result of clause (ii) of the definition thereof, then:

(i) If AT&T does not designate such Site as an Excluded Site in accordance with Section 4.3(b), such Site shall be deemed (a) in the case such Site is an MPL Site, a Non-Contributable Site, and (b) in the case such Site is a Sale Site, a Non-Assignable Site, in each case until such time as the circumstances causing such Site to be a Non-Compliant Site have been cured.

(ii) If between the date of this Agreement and the date that is 12 months following the Initial Closing Date, a court of competent jurisdiction determines that a Site had a Material Site Title Issue as of immediately prior to the Initial Closing (it being agreed that the AT&T Parties shall have the right to assume the defense of such claims at their cost; provided, however, that such 12-month period shall be suspended during any period during which the AT&T Parties are defending such claims) and AT&T is unable to cure the circumstance resulting in such Site having a Material Site Title Issue as of immediately prior to the Initial Closing Date by the later of the end of such 12-month period (as may be extended) or three months after such final Order, then promptly thereafter the Parties shall take all 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 position as they would have been if such Site was an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for the Net Amount with respect to such Site. 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 and (iv) amended schedules or exhibits to all other applicable Collateral Agreements.

(c) If a Portfolio Site is designated as a Non-Compliant Site in accordance with Section 4.7(a) as a result of a Material Site Non-Compliance Issue (and is not designated by AT&T as an Excluded Site in accordance with Section 4.3(b)), such Portfolio Site shall be deemed a Non-Contributable Site (in the case of an MPL Site) or a Non-Assignable Site (in the

case of a Sale Site) at the Initial Closing. AT&T and the AT&T Contributors shall use commercially reasonable efforts to cause the circumstances causing such Site to be a Non-Compliant Site to be cured as soon as reasonably practicable. If the circumstances causing such Site to have a Material Site Non-Compliance Issue have not been cured by the Final Closing Date, then promptly thereafter the Parties shall take all 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 position as they would have been if such Site was an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for the Net Amount with respect to such Site. 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 and (iv) amended schedules or exhibits to all other applicable Collateral Agreements.

(d) Acquiror and the Tower Operator shall coordinate with the AT&T Parties prior to Acquiror and the Tower Operator incurring any out-of-pocket costs and expenses in connection with any efforts to cause the circumstances causing any Site to be a Non-Compliant Site to be cured. In the event that the AT&T Parties approve the incurrence of such costs and expenses, the AT&T Parties or the AT&T Newcos shall be responsible for reimbursing, and shall promptly (but in any event no later than 10 Business Days following request with reasonable detail therefor) reimburse, Acquiror and the Tower Operator for all commercially reasonable out-of-pocket costs and expenses incurred by any of them in connection with any efforts to cause the circumstances causing any Site to be a Non-Compliant Site to be cured.

SECTION 4.8 Transaction Revenue Sharing Payments.

(a) Subject to Section 9.10, each Party shall 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 AT&T Parties reasonably determine in good faith 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 AT&T Parties and the AT&T Newcos shall have the right, in their discretion but in consultation with Acquiror and the Tower Operator, prior to the Initial Closing, to designate such MPL Site as a Sale Site or as an Excluded Site pursuant to Section 4.3(b)(vi); provided that such designation shall eliminate, in the reasonable determination of Acquiror and AT&T, the grounds for such Transaction Revenue Sharing Payment with respect to such MPL Site. In addition, if Acquiror or the Tower Operator reasonably determines in good faith 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, Acquiror, the Tower Operator and, after the Initial Closing Date, the Sale Site Subsidiaries shall have the right, in their sole discretion, (i) prior to the Initial Closing, to designate such MPL Site as a Managed MPL Site and (ii) after the Initial Closing, to rescind the transaction that occurred with respect to such MPL Site at the applicable

Closing and designate and treat such MPL Site as a Managed Site, in which case the AT&T Parties and the AT&T Newcos shall grant to the Tower Operator, pursuant to the Management Agreement, the right to operate such Site as a Managed Site and administer the related Collocation Agreements; provided that, upon the exercise of such right, the AT&T Parties and the AT&T Newcos shall take all actions and execute all documents reasonably necessary (and any necessary amendments to existing documents as appropriate) to ensure that the Parties are in the same legal position as they would have been if such Site were originally a Managed Site. In furtherance of the foregoing, the Parties shall execute and deliver, as applicable, (A) amended schedules and exhibits to the MPL, (B) amended schedules and exhibits to the applicable MLA, (C) amended schedules and exhibits to the Management Agreement and (D) amended schedules or exhibits to all other applicable Collateral Agreements.

SECTION 4.9 Environmental Sites.

(a) If, prior to the Initial Closing, the AT&T Parties or Acquiror become aware that a Site constitutes an Environmental Site, the AT&T Parties or Acquiror, as the case may be, shall promptly notify the other Parties in writing that it considers such Site to be an Environmental Site, with reasonable specificity as to the reasons therefor. The designation of a Site as an Environmental Site at the Initial Closing shall be made by Acquiror in its reasonable discretion acting in good faith, without regard to any Site Designation set forth on the Site List.

(b) If a Site is a Non-Regional Listed Site, such Portfolio Site shall be deemed to be an Excluded Site at the Initial Closing in accordance with Section 4.3(b). If a Site is designated as a Regional Listed Site on the Closing Site List and is not designated as an Excluded Site by AT&T in accordance with Section 4.3(b), such Site shall be deemed (a) in the case such site is an MPL Site, a Non-Contributable Site, and (b) in the case such site is a Sale Site, a Non-Assignable Site, in each case until such time as the circumstances causing such Site to be an Environmental Site have been cured. AT&T and the AT&T Contributors shall, if practicable, use commercially reasonable efforts to cause the circumstances causing such Regional Listed Site to be an Environmental Site to be cured as promptly as reasonably practicable. If the circumstances causing such Regional Listed Site to be an Environmental Site have not been cured by the Final Closing Date, then promptly thereafter the Parties shall take all 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 position as they would have been if such Site was an Excluded Site at the Initial Closing, including rescinding the transaction that occurred with respect to such Site at the Initial Closing under this Agreement and the Collateral Agreements, and, in accordance with Section 4.10, AT&T refunding the Excluded Site Consideration for such Site to Acquiror, as adjusted for the Net Amount with respect to such Site. 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 and (iv) amended schedules or exhibits to all other applicable Collateral Agreements.

(c) Acquiror and the Tower Operator shall coordinate with the AT&T Parties prior to Acquiror and the Tower Operator incurring any out-of-pocket costs and expenses in connection with any efforts to cause the circumstances causing any Regional Listed Site to be an Environmental Site to be cured. In the event that the AT&T Parties approve the incurrence of

such costs and expenses, the AT&T Parties or the AT&T Newcos shall be responsible for reimbursing, and shall promptly (but in any event no later than 10 Business Days following request with reasonable detail therefor) reimburse, Acquiror and the Tower Operator for all commercially reasonable out-of-pocket costs and expenses incurred by any of them in connection with any efforts to cause the circumstances causing any Regional Listed Site to be an Environmental Site to be cured.

SECTION 4.10 Refund of Excluded Site Consideration. If applicable, the AT&T Parties shall make payment to Acquiror on the date that is 15 Business Days after the Final Closing Date in respect of all Portfolio Sites with respect to which AT&T is required to refund the Excluded Site Consideration under this Article 4. The amount of the Excluded Site Consideration to be refunded to Acquiror on such date shall be an amount equal to the excess, if any, of (1) the product of (a) the aggregate number of Excluded Sites designated as such pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)) or that are returned to the AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9 minus 18, multiplied by (b) the Excluded Site Consideration calculated in accordance with clause (ii) of the definition of “Excluded Site Consideration” with respect to all Excluded Sites designated as such pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)) or that are returned to the AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9, less (2) the amount, if any, of the Excluded Site Consideration deducted from the Portfolio Sites Fixed Amount at the Initial Closing with respect to the Excluded Sites designated as such at the Initial Closing pursuant to Section 4.3(b) (other than clauses (vi) and (vii) thereof and any Portfolio Site that is deemed to be an Excluded Site pursuant to Section 9.19(b)). In addition, subject to compliance with the following sentence, on such date, with respect to each Portfolio Site that is returned to the AT&T Parties after the Initial Closing pursuant to Sections 4.3(a), 4.5, 4.6, 4.7 or 4.9, (A) Acquiror, the Tower Operator or the Sale Site Subsidiaries, as applicable, shall refund to the AT&T Parties the aggregate Net Amount with respect to all such Portfolio Sites, if the aggregate Net Amount with respect to all such Portfolio Sites is positive and (B) the AT&T Parties shall reimburse Acquiror, the Tower Operator or the Sale Site Subsidiaries, as applicable, for the aggregate Net Amount with respect to all such Portfolio Sites, if the aggregate Net Amount with respect to all such Portfolio Sites is negative. No later than five Business Days following the Final Closing Date, Acquiror shall provide AT&T with Acquiror’s calculation of the Net Amount with respect to each Portfolio Site for which AT&T is required to refund the Excluded Site Consideration under this Article 4, together with reasonable supporting documentation. Notwithstanding anything in this Agreement to the contrary, the out-of-pocket amounts paid by Acquiror, the Tower Operator or the Sale Site Subsidiaries included in the Net Amount shall be reduced by any reimbursements made by AT&T or its Affiliates in respect thereof.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE AT&T PARTIES

Except as disclosed in the corresponding sections or subsections of the AT&T Disclosure Letter (it being agreed that, notwithstanding the foregoing, disclosure of any item in any section

of the AT&T Disclosure Letter shall be deemed disclosure of such item with respect to any other section of the AT&T Disclosure Letter to the extent that the relevance of such item to such other section is reasonably apparent from the face of such disclosure), AT&T represents and warrants to Acquiror and the Tower Operator as follows:

SECTION 5.1 Organization.

(a) Each AT&T 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of such AT&T Party to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party. Each AT&T Contributor and each AT&T Newco is a wholly owned Subsidiary of AT&T.

(b) At the Initial Closing, each AT&T Newco 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of such AT&T Newco and Sale Site Subsidiary to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

SECTION 5.2 Authority; Enforceability; No Conflicts.

(a) Each AT&T Party that is a party hereto has the requisite corporate or other 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 AT&T 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 AT&T Party that is a party hereto of this Agreement and the consummation of the transactions contemplated by this Agreement have been, and the execution and delivery by each AT&T 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 AT&T Party that is a party hereto. Each AT&T Party that is a party hereto (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 Documentary Subsequent 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 AT&T Party party thereto, this Agreement is the legal, valid and binding obligation of each AT&T Party that is a party hereto, and on the Initial Closing Date each of the Collateral Agreements to which each AT&T 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 AT&T Newco 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 AT&T Newco 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 AT&T Newco and Sale Site Subsidiary. At the Initial Closing, each AT&T Newco and Sale Site Subsidiary 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 AT&T Newco and Sale Site Subsidiary, on the Initial Closing Date, the applicable Joinder Agreement and each of the Collateral Agreements to which each AT&T Newco 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 AT&T 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 on their terms and conditions, do not (or would not if it were a party hereto) and shall not result in (i) a breach or violation of, or a conflict with, any provision of the certificates of incorporation or formation, bylaws, limited liability company agreements, partnership agreements or other organizational documents of each AT&T Party, as applicable, (ii) a breach or violation of, or a conflict with, 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) to which such AT&T Party or the Included Property is subject or (iii) a breach or violation of, or a conflict with, 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 constituting Included Property of an AT&T Party under, any Material Agreements (including any Material Agreement with a Governmental Authority in its role as a Ground Lessor under a Ground Lease), except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) At the Initial Closing, the execution, delivery and performance by each AT&T Newco 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 on their terms and conditions, shall not result in (i) a breach or violation of, or a conflict with, any provision of the AT&T Newco Certificate of Formation, the AT&T Newco LLC Agreement, the applicable Sale Site Subsidiary Certificate of Formation, the applicable Sale Site Subsidiary LLC Agreement or other organizational documents of each AT&T Newco or Sale Site Subsidiary, (ii) a breach or violation of, or a conflict with, 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) to which such AT&T Newco, Sale Site Subsidiary or the Included Property is subject or (iii) a breach or violation of, or a conflict with, 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 constituting Included Property of any AT&T Newco or Sale Site Subsidiary under any Material Agreement of any AT&T Newco or Sale Site Subsidiary (including any Material Agreement with a Governmental Authority in its role as a Ground Lessor under a Ground Lease), except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.3 *Title to Property.*

(a) The applicable AT&T Contributor holds (i) a valid and subsisting leasehold, subleasehold, easement, license or sublicense or other similar valid interest in the Ground Leased Sites Land related to each Site and (ii) good and marketable fee simple title to the Owned Sites Land, in each case free and clear of all Liens, except for Permitted Liens. The applicable AT&T Contributor owns or has rights in 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 Liens.

(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 good and marketable title to, or a valid and subsisting leasehold, subleasehold, easement, license or sublicense interest in, to and under, and all other rights and interests of the AT&T Contributors and their Affiliates in, or has rights in to and under, all of the Included Property of each Contributable Site and Assignable Site (other than the Owned Sites Land related to Owned Sites) shall pass to the applicable AT&T Newco 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 Liens.

(c) At the Initial Closing, with respect to each Managed Site, the AT&T Parties and the AT&T Newcos party to the Management Agreement shall have the exclusive right to operate such Managed Site (including the Included Property thereof).

SECTION 5.4 Real Property.

(a) (i) No AT&T Contributor or Affiliate thereof owns the fee simple interest in or other Ground Lessor interest in any Ground Leased Site, (ii) no AT&T 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, Permitted Liens and any Ground Lessor's reversionary interest in a Tower upon the termination of the respective Ground Lease or right to use a portion of such Tower during the term of the Ground Lease without additional payment) and (iii) none of the lenders of the AT&T Parties or any of their Affiliates has a security interest in a Site or the Included Property thereof.

(b) To the Knowledge of the AT&T Parties, as of the date of this Agreement, no AT&T Party has received written notice that any condemnation or rezoning proceedings have been instituted with respect to any Site, except for any proceeding that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.5 Other Property.

(a) 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 ordinary wear and tear) and each Site includes Tower Related Assets that are in satisfactory working order; provided, however, that the AT&T Parties make no representation with respect to any Excluded Assets.

(b) 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 would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Each Site has vehicular ingress and egress to public streets or private roads that is suitable for the purposes used by the applicable AT&T Party in the ordinary course of business, except where the failure to have such ingress or egress would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect 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 Included Property of the Sites, 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.

(a) True, correct and complete (in all material respects) copies of all Material Agreements as in effect on the date of this Agreement in the possession of the AT&T Contributors and their respective Affiliates have been made available to Acquiror; provided, however, that no such representation is made with respect to amendments, modifications,

supplements, assignments or guarantees to any Material Agreement that are not material to such Material Agreement.

(b) Each Material Agreement (i) is in full force and effect (except with respect to Material Agreements that expire in accordance with their terms after the date of this Agreement or are terminated in accordance with their terms and, if terminated by any AT&T Party, in accordance with the terms of this Agreement after the date of this Agreement), (ii) has been duly authorized, executed and delivered by the AT&T Contributors and (iii) is a legal, valid and binding obligation, enforceable against the AT&T Contributors, 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 AT&T Contributors are in compliance with all Material Agreements, except where such failure would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No AT&T Contributor nor, to the Knowledge of the AT&T Parties, any other party to a Material Agreement, is, as of the date of this Agreement, in breach of, or default under, any Material Agreement, except for such breaches, violations or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) No Material Agreement contains any restriction or limitation on the ability of an AT&T 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 Acquiror or its Affiliates from and after the Initial Closing.

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

(f) Except for the Material Agreements, there is no other contract or agreement, other than any Collateral Agreement, that is material to the current ownership, operation or leasing of the Sites, other than those that will not be in effect with respect to the Sites following the Initial Closing.

(g) No AT&T 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.

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

(i) As of the date of this Agreement, none of the AT&T Parties has received any written notice of termination or non-renewal of any Collocation Agreement in accordance with the terms thereof.

SECTION 5.7 *Litigation; Orders.* As of the date of this Agreement, there is no action, suit or proceeding pending or, to the Knowledge of the AT&T Parties, threatened in writing against any AT&T Contributor or Affiliate thereof, with respect to any Site by or before any Governmental Authority or by any Person that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the date of this Agreement, there is no action, suit or proceeding pending or, to the Knowledge of the AT&T Parties, threatened in writing against any Sale Site Subsidiary. As of the date of this Agreement, there are no Orders pending or, to the Knowledge of the AT&T Parties, threatened in writing against any AT&T 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 would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 5.8 *Environmental Matters.* (a) The AT&T Parties have not received any written notification prior to the date of this Agreement 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 Material, and there are no other facts, circumstances or conditions, at or affecting any Site, that would reasonably be expected to result in liability for, or require abatement or correction by, the AT&T Parties, the AT&T Newcos, Acquiror, the Tower Operator or the Sale Site Subsidiaries under applicable Environmental Law, in the case of each of (a) and (b), except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. To the Knowledge of the AT&T Parties, the AT&T Contributors have provided to Acquiror copies of all Phase I and Phase II environmental site assessment reports related to the Sites that are in the AT&T Contributors' possession as of the date of this Agreement; provided, however, that neither AT&T 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 *Tower Information.*

(a) The information set forth in Section 5.9(a) of the AT&T Disclosure Letter was true and correct in all material respects as to each Tower as of July 11, 2013.

(b) The amounts set forth in Section 5.9(b) of the AT&T Disclosure Letter were true and correct as of July 11, 2013.

SECTION 5.10 *Brokers, Finders, Etc.* The AT&T 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 Acquiror would be responsible in connection with the transactions contemplated by this Agreement or any of the Collateral Agreements.

SECTION 5.11 *Compliance with Laws and Governmental Approvals.*

(a) The AT&T Parties are operating each Site and the related Tower and Improvements on such Site in accordance with all applicable Laws and Governmental Approvals, except where the failure to so operate, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The AT&T Parties have not received

any notification that any Site lacks any necessary Governmental Approvals, except where the failure to have such Governmental Approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) None of the AT&T Contributors or any Affiliates thereof has received written notice of any claim, investigation, action, arbitration or proceeding from any Governmental Authority as to the condition, operation or use of any Site that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 5.12 Taxes.

(a) Each AT&T 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 its behalf) all U.S. federal and other material Tax Returns with respect to Taxes owing in respect of the Included Property, and all such Tax Returns are true and correct in all material respects. 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 Initial Closing Date have been paid by the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries.

(b) Each AT&T Newco 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 AT&T Newco nor Sale Site Subsidiary shall elect to be treated as an association taxable as a corporation under Treasury Regulation § 301.7701-3.

SECTION 5.13 Ownership of the AT&T Newcos and Sale Site Subsidiaries. When the AT&T Newcos and the Sale Site Subsidiaries are formed and at the Initial Closing Date: (a) all of the AT&T Newco 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 AT&T Parties, (b) the AT&T Parties shall have good and valid title, free and clear of all Liens, to all of the AT&T Newco 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 AT&T Newcos or the Sale Site Subsidiaries, (d) none of the AT&T Newcos or the Sale Site Subsidiaries shall be subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its 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 AT&T Newco 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 AT&T Newco Interests or the Sale Site Subsidiary Interests and (f) none of the AT&T Newco 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 5.14 *Subsidiaries, Investments, No Prior Activities.*

(a) When the AT&T Newcos and the Sale Site Subsidiaries are formed and immediately prior to the Initial Closing, none of the AT&T Newcos 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 Person, (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 the applicable Joinder Agreement and the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby.

(b) When the AT&T Newcos and the Sale Site Subsidiaries are formed and immediately prior to the transactions contemplated by Section 2.2, the AT&T Newcos and the Sale Site Subsidiaries shall have no Liabilities other than those incident to their formation.

SECTION 5.15 *Financial Statements.* When delivered, the Required Financial Statements shall present fairly in all material respects the results of operations of the Portfolio Sites (other than any Excluded Sites set forth on the Site List) on a combined consolidated basis for the periods indicated, in conformity with GAAP consistently applied except as noted in the Required Financial Statements.

SECTION 5.16 *Solvency.* AT&T is not entering into this Agreement or the Collateral Agreements with the intent to hinder, delay or defraud either present or future creditors of AT&T, the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries. Immediately prior to the Initial Closing, each of the AT&T Newcos and the Sale Site Subsidiaries shall be Solvent. Assuming the satisfaction of the conditions to the obligation of AT&T to consummate the Initial Closing, then, after giving effect to the transactions contemplated by this Agreement, each of AT&T, the AT&T Contributors, the AT&T Newcos and the Sale Site Subsidiaries shall be Solvent.

SECTION 5.17 *No Implied Representations.* NOTWITHSTANDING ANY OTHERWISE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY THE AT&T PARTIES IN THIS AGREEMENT, NO AT&T PARTY MAKES ANY REPRESENTATION OR WARRANTY TO ACQUIROR AND THE TOWER OPERATOR WITH RESPECT TO:

(a) ANY PROJECTIONS, ESTIMATES OR BUDGETS HERETOFORE DELIVERED TO OR MADE AVAILABLE TO ACQUIROR 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 ACQUIROR OR ITS COUNSEL, ACCOUNTANTS OR ADVISERS WITH

RESPECT TO THE AT&T 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 (INCLUDING FCC GUIDELINES AND SAFETY LIMITS RELATED THERETO) RELATED TO EMISSIONS OR EXPOSURE OF RADIO FREQUENCIES, MICROWAVE OR ANY OTHER TYPE OF ELECTROMAGNETIC RADIATION.

SECTION 5.18 *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 (a) any site which is an Excluded Site (except with respect to Section 5.9(b) and Section 5.15), (b) any Excluded Assets or (c) any Tower Subtenant Communications Equipment.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE AT&T NEWCOS AND THE SALE SITE SUBSIDIARIES

Except as disclosed in the corresponding sections or subsections of the AT&T Disclosure Letter (it being agreed that, notwithstanding the foregoing, disclosure of any item in any section of the AT&T Disclosure Letter shall be deemed disclosure of such item with respect to any other section of the AT&T Disclosure Letter to the extent that the relevance of such item to such other section is reasonably apparent from the face of such disclosure), at the Initial Closing Date (immediately after the transactions contemplated by the AT&T Internal Transfers Agreement have been consummated), each AT&T Newco and Sale Site Subsidiary represents and warrants, as to itself, to Acquiror and the Tower Operator as follows:

SECTION 6.1 *Organization.* Each AT&T Newco 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of such AT&T Newco or Sale Site Subsidiary to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

SECTION 6.2 *Authority; Enforceability; No Conflicts.*

(a) Each AT&T Newco 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 AT&T Newco 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 AT&T Newco and Sale Site Subsidiary. Each AT&T Newco 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 AT&T Newco and Sale Site Subsidiary, on the Initial Closing Date, the applicable Joinder Agreement and each of the Collateral Agreements to which each AT&T Newco 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 AT&T Newco 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 on their terms and conditions, shall not result in (i) a breach or violation of, or a conflict with, any provision of the AT&T Newco Certificate of Formation, the AT&T Newco LLC Agreement, the Sale Site Subsidiary Certificate of Formation, the Sale Site Subsidiary LLC Agreement or other organizational documents of each AT&T Newco or Sale Site Subsidiary, (ii) a breach or violation of, or a conflict with, 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) to which such AT&T Newco, Sale Site Subsidiary or the Included Property is subject or (iii) a breach or violation of, or a conflict with, 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 AT&T Newco or Sale Site Subsidiary under any Material Agreement of any AT&T Newco or Sale Site Subsidiary (including any Material Agreement with a Governmental Authority in its role as a Ground Lessor under a Ground Lease), except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 6.3 *Title to Properties.*

(a) The applicable AT&T Newco holds good and marketable fee simple title to the Owned Sites Land related to each Contributable Site that is an Owned Site, and a valid and subsisting leasehold, subleasehold, easement, license, sublicense or similar valid interest in the Ground Leased Sites Land related to each Contributable Site that is a Ground Leased Site, in each case free and clear of all Liens, except for Permitted Liens. The applicable AT&T Newco owns or has rights in 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 Liens. When the AT&T Newcos are formed and immediately prior to the transactions contemplated by Section 2.2, the AT&T Newcos shall have no Liabilities other than those incident to their formation.

(b) The applicable Sale Site Subsidiary holds good and marketable fee simple title to the Owned Sites Land related to each Assignable Site that is an Owned Site, and a valid and subsisting leasehold, subleasehold, easement, license, sublicense or other similar valid interest in the Ground Leased Sites Land related to each Assignable Site that is a Ground Leased Site, in each case free and clear of all Liens, except for Permitted Liens. The applicable Sale Site Subsidiary owns or has rights in 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 Liens. When the Sale Site Subsidiaries are formed and immediately prior to the transactions contemplated by Section 2.2, the Sale Site Subsidiaries shall have no Liabilities other than those incident to their formation.

(c) Upon the execution and delivery of the Management Agreement, the Tower Operator and the applicable Sale Site Subsidiary, as applicable, shall have the exclusive right to operate and obtain the benefit of the Included Property (other than, to the extent not assignable, leasable, sublicensable or grantable without Authorization, Tower Related Assets) of each Managed Site.

SECTION 6.4 Solvency. The AT&T Newcos and the Sale Site Subsidiaries are not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of any AT&T Newco or Sale Site Subsidiary. Assuming the satisfaction of the conditions to the obligation of AT&T to consummate the Initial Closing, then, after giving effect to the transactions contemplated by this Agreement, each AT&T Newco and Sale Site Subsidiary shall be Solvent.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF ACQUIROR

Except as disclosed in the corresponding sections or subsections of the Acquiror Disclosure Letter (it being agreed that, notwithstanding the foregoing, disclosure of any item in any section of the Acquiror Disclosure Letter shall be deemed disclosure of such item with respect to any other section of the Acquiror Disclosure Letter to the extent that the relevance of such item to such other section is reasonably apparent from the face of such disclosure), Acquiror represents and warrants to the AT&T Parties as follows:

SECTION 7.1 Organization.

(a) Acquiror 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Acquiror to consummate the transactions contemplated by this Agreement and each of the Collateral Agreements to which it is a party (if any).

(b) At the Initial Closing, the Tower Operator 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

SECTION 7.2 Authority; Enforceability; No Conflicts.

(a) Acquiror 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 Acquiror has the requisite corporate 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 Acquiror of this Agreement and the consummation of the transactions contemplated by this Agreement have been, and the execution and delivery by Acquiror of the Collateral Agreements to which it is a party (if any) and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate action of Acquiror. Acquiror (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 Documentary Subsequent 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 Acquiror, this Agreement is the legal, valid and binding obligation of Acquiror, 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. At the Initial Closing, the Tower Operator 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) The execution, delivery and performance by Acquiror 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 on their terms and conditions, do not and shall not result in (i) a breach or violation of, or a conflict with, any provision of the certificate of incorporation, bylaws or other organizational documents of Acquiror or (ii) a breach or violation of, or a conflict with, any provision of Law or a Governmental Approval applicable to Acquiror or (iii) a breach or violation of, or a conflict with, 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 Acquiror under, any contract or agreement binding on Acquiror, except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Acquiror to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party (if any).

(d) 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 on their terms and conditions, shall not result in (i) a breach or violation of, or a conflict with, any provision of the certificate of formation, limited liability company agreement or other organizational documents of the Tower Operator or (ii) a breach or violation of, or a conflict with, any provision of Law or a Governmental Approval applicable to Tower Operator or (iii) a breach or violation of, or a conflict with, 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 the Tower Operator under, any contract or agreement binding on the Tower Operator, except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

SECTION 7.3 Governmental Approvals, Consents, Reports, Etc. Section 7.3 of the Acquiror Disclosure Letter contains a list of all Governmental Approvals and other filings, applications or notices required to be made, filed, given or obtained by Acquiror 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) those that become applicable solely as a result of the specific regulatory status of the AT&T Parties or (b) those approvals, filings, applications and notices the failure to make, file, give or obtain would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Acquiror and the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is or they are a party.

SECTION 7.4 *Litigation; Orders.* As of the date of this Agreement, there is no action, suit or proceeding pending or, to the Knowledge of Acquiror, threatened in writing against Acquiror or its Subsidiaries that, individually or in the aggregate, would reasonably be expected to prevent, materially delay or materially impair the ability of Acquiror or the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party (if any).

SECTION 7.5 *SEC Reports.* Acquiror has filed all material forms, reports and documents, together with any required amendments thereto, required to be filed by it with the SEC since December 31, 2011 (collectively, the "**SEC Documents**"). The SEC Documents (i) were prepared, in all material respects, in accordance with the requirements of the Securities Act, or the Exchange Act, 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.* Acquiror 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 AT&T 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.* (a) Acquiror has, as of the date of this Agreement, and shall have on the Initial Closing Date, access to sufficient funds to enable Acquiror and the Tower Operator to consummate the transactions contemplated hereby, including payment of the Consideration and fees and expenses of Acquiror relating to the transactions contemplated hereby.

(b) Acquiror has delivered to AT&T true, complete and correct copies of the executed commitment letter, dated as of October 18, 2013, by and among Morgan Stanley Senior Funding, Inc., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Barclays Bank PLC and the other lenders named therein and Acquiror (the "**Debt Financing Commitment**"), pursuant to which, upon the terms and subject to the conditions set forth therein, the lenders party thereto have agreed to lend the amounts set forth therein (the "**Debt Financing**"). The Debt Financing Commitment has not been amended or modified, and the commitments contained in the Debt Financing Commitment have not been withdrawn or rescinded in any respect or terminated other than in accordance with the terms thereof and as permitted herein. Except for the fee letter relating to the Debt Financing Commitments (redacted copies of which have been provided to AT&T), there are no other agreements, side letters or arrangements to which Acquiror or any of its Affiliates is a party relating to the Debt Financing Commitment that contain provisions (other than provisions expressly set forth in the Debt Financing Commitment) that could affect the availability of the Debt Financing. Except as otherwise permitted to be terminated by the terms of this Agreement, the Debt Financing Commitment is in full force and effect and constitutes the legally valid and binding obligations of Acquiror and, to the Knowledge of Acquiror, the other parties thereto. There are no conditions precedent or other contingencies related to the funding

of the full amount of the Debt Financing (including any “flex” provisions), other than as expressly set forth in the Debt Financing Commitment. No event has occurred which would result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) by Acquiror under the Debt Financing Commitment, and Acquiror does not have any reason to believe that any of the conditions to the Debt Financing will not be satisfied or that the Debt Financing will not be available to Acquiror on the Initial Closing Date. Acquiror has fully paid all commitment fees or other fees required to be paid on or prior to the date of this Agreement pursuant to the Debt Financing Commitment or any related fee letter.

SECTION 7.8 Registration Statement; Capitalization.

(a) An “automatic shelf registration statement” as defined under Rule 405 under the Securities Act, on Form S-3 (the “**Registration Statement**”), with respect to unspecified number of, among other securities, Acquiror’s common stock, including a form of prospectus, was filed by Acquiror with the SEC on April 3, 2012; the Registration Statement has become effective; and no stop order suspending the effectiveness of the Registration Statement is in effect and no proceeding for such purpose is pending before or, to the Knowledge of Acquiror, threatened by the SEC, and no notice of objection of the SEC to the use of the Registration Statement pursuant to Rule 401(g)(2) under the Securities Act has been received by Acquiror.

(b) Acquiror was not, at the time of filing the Registration Statement, and Acquiror is not, an “ineligible issuer” as defined in Rule 405 under the Securities Act.

(c) The authorized capital stock of Acquiror consists of 600,000,000 shares of common stock, par value \$.01 per share (“**Common Stock**”), and 20,000,000 shares of preferred stock, par value \$.01 per share (“**Preferred Stock**”). As of the date of this Agreement, no more than 300,000,000 shares of Common Stock were issued and outstanding, no shares of Preferred Stock were issued and outstanding and no more than 13,000,000 shares of Common Stock were reserved for issuance under Acquiror’s various stock compensation plans.

SECTION 7.9 Ownership of the Tower Operator. At the time the Tower Operator is formed and at the Initial Closing Date: (a) all of the Tower Operator Interests shall be duly authorized and validly issued and shall be owned, beneficially and of record, by Acquiror or a Subsidiary thereof, (b) Acquiror or a Subsidiary thereof shall have good and valid title, free and clear of all Liens, to all of the Tower Operator 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 shall not be subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its 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, 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 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 *Subsidiaries, Investments, No Prior Activities.*

(a) At the time the Tower Operator is formed and at the Initial Closing Date, it shall not (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 Person, (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.

(b) When the Tower Operator is formed and immediately prior to the transactions contemplated by Section 2.2, the Tower Operator shall have no Liabilities other than those incident to its formation.

SECTION 7.11 *Solvency.* Acquiror is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of Acquiror or the Tower Operator. Assuming the satisfaction of the conditions to the obligation of Acquiror to consummate the Initial Closing, then, after giving effect to the Initial Closing, each of Acquiror and the Tower Operator will be Solvent immediately following the consummation of the Initial Closing.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF THE TOWER OPERATOR

Except as disclosed in the corresponding sections or subsections of the Acquiror Disclosure Letter (it being agreed that, notwithstanding the foregoing, disclosure of any item in any section of the Acquiror Disclosure Letter shall be deemed disclosure of such item with respect to any other section of the Acquiror Disclosure Letter to the extent that the relevance of such item to such other section is reasonably apparent from the face of such disclosure), at the Initial Closing Date, the Tower Operator represents and warrants to the AT&T Parties and the AT&T Newcos 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 would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

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 on their terms and conditions, shall not result in (i) a breach or violation of, or a conflict with, any provision of the certificate of formation, limited liability company agreement or other organizational documents of the Tower Operator, (ii) a breach or violation of, or a conflict with, any provision of Law or a Governmental Approval applicable to the Tower Operator or (iii) a breach or violation of, or a conflict with, 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 Tower Operator under, any contract or agreement binding on the Tower Operator, except, in the case of clauses (ii) and (iii), for any such conflict, breach, violation, default, acceleration or creation that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is a party.

SECTION 8.4 Solvency. The Tower Operator is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Tower Operator. Based on the information available to the Tower Operator, assuming the satisfaction of the conditions to the obligation of Acquiror to consummate the Initial Closing, then, after giving effect to the Initial Closing, the Tower Operator will be Solvent immediately following the consummation of the Initial Closing.

ARTICLE 9

COVENANTS

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

(a) Prior to the Initial Closing, but subject to (i) contractual and legal restrictions applicable to the AT&T Parties and (ii) applicable Law (including Laws relating to the exchange

of information), AT&T and the AT&T Contributors shall, upon reasonable advance notice from Acquiror to AT&T, make their personnel reasonably available to Representatives of Acquiror and afford to such Representatives reasonable access during normal business hours to the Sites and their properties and Books and Records that, to the Knowledge of the AT&T Parties, are available or reasonably can be made available (it being understood that the foregoing shall in no event require AT&T or its Affiliates to create any Books and Records). In no event shall Acquiror take or permit any action in its investigation of any Site, including the accessing of Books and Records, which impairs or otherwise interferes with the use of any Site or operations being conducted at a Site. All requests for access shall be made to a representative of the AT&T Contributors as designated by the AT&T Contributors from time to time, who shall be responsible for coordinating all such requests and all access permitted under this Agreement and who may arrange for personnel to accompany Acquiror on any actual inspections. Acquiror shall indemnify the AT&T Contributors and their respective Affiliates for any claims, losses or causes of action as a result of physical or tangible damages caused by any action by Acquiror and its Representatives in connection with such access or Acquiror's and its Representatives' other due diligence activities occurring prior to the Initial Closing Date; provided, however, that Acquiror shall not indemnify the AT&T Contributors or their respective Affiliates for any claim, loss or cause of action caused by (A) the gross negligence or willful misconduct of any AT&T Contributor or such Affiliate or (B) any physical condition existing on any Site prior to Acquiror's or its Representative's entry thereon (except for any incremental damage or exacerbation of any existing condition caused by Acquiror or its Representatives with respect to any such physical condition). Prior to conducting any physical inspection at any Sites, Acquiror shall obtain, and during the period of such inspection shall maintain, at its expense, commercial general liability insurance, on an "occurrence" basis, including a contractual liability endorsement, and personal injury liability coverage, with AT&T Contributors and their respective Affiliates as additional insureds, from an insurer reasonably acceptable to AT&T 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, Acquiror shall furnish to AT&T Contributors certificates of insurance evidencing the foregoing coverages.

(b) Without limiting the generality of Section 9.1(a), the AT&T Parties shall use commercially reasonable efforts to cooperate with Acquiror and use commercially reasonable efforts to provide to Acquiror and its Affiliates, from time to time, upon reasonable advance notice from Acquiror, (i) reasonable access to relevant financial and other information pertaining to the Sites prior to the Initial Closing Date, which information is in any AT&T Party's possession and reasonably necessary, in the reasonable opinion of Acquiror or its Affiliates' outside, third party accountants ("**Accountants**"), to prepare financial statements required in order for Acquiror to comply with (A) the requirements of Rule 3-14 of SEC Regulation S-X promulgated under the Securities Act (or, after the Initial Closing Date, if required by the SEC, (x) Rule 3-05 of SEC Regulation S-X promulgated under the Securities Act and (y) any other applicable rule issued by the SEC and applicable to Acquiror or its Affiliates), and (B) any registration statement, report or disclosure statement filed with the SEC by or on behalf of Acquiror or its applicable Subsidiaries, and (ii) if required by the Accountants (or the accountants of the AT&T Parties) in order to render any opinion or to issue any report concerning the financial statements of the AT&T Parties or the Sites for any date or period as of or prior to the Initial Closing Date, provide to the Accountants (and the accountants of the AT&T

Parties, if applicable) a representation letter, in reasonable and satisfactory form to AT&T 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 AT&T Parties shall, upon the reasonable request of Acquiror, provide commercially reasonable assistance in order to assist Acquiror or its Affiliates in (i) preparing any financial information relating to the Sites for filing or furnishing with the SEC or (ii) responding to any requests for information from the SEC with respect to the Sites, in each case with respect to periods prior to the Initial Closing. In addition to the foregoing, the AT&T Parties and the AT&T Newcos shall, and shall use commercially reasonable efforts to cause their Representatives to, reasonably cooperate with and assist Acquiror with any financing related to the transactions contemplated by this Agreement and the Collateral Agreements to be consummated by Acquiror or its Affiliates prior to or concurrently with the Initial Closing, including using commercially reasonable efforts to provide Acquiror with other relevant information pertaining to the Sites (which are in their possession and control) as Acquiror may reasonably request; provided, that, except with respect to the Required Financial Statements and subsequent stub period updates thereof as provided in Section 9.13, (x) Acquiror shall bear the cost of or shall reimburse AT&T for any documented out-of-pocket costs or expenses related to AT&T's cooperation or assistance under this Section 9.1(b) and (y) none of AT&T or its Affiliates (in the case of the Sale Site Subsidiaries, prior to the Initial Closing) or its Representatives shall be required to (I) pay any commitment or other similar fee, enter into any definitive agreement or other documentation or incur any other liabilities in connection with the foregoing or (II) participate in meetings, drafting sessions, presentations, road shows and due diligence and other sessions with any financing sources, investors or rating agencies. Notwithstanding anything to the contrary contained in this Section 9.1(b), in no event shall AT&T or its Affiliates be required to pay for the preparation and delivery of any financial information other than as described in Section 9.13.

(c) Acquiror or its Affiliates shall (i) hold all of the Books and Records received from the AT&T Newcos or their Affiliates relating to the Sites and not destroy or dispose of any such Books and Records for a period of three years from the Initial 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 AT&T Newcos and (ii) afford the AT&T Newcos, 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 Acquiror 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(c).

(d) On or prior to the Initial Closing Date, and subject to Laws relating to the exchange of information, the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries (individually and jointly, as applicable) shall use their commercially reasonable efforts to deliver, or cause to be delivered, to Acquiror and the Tower Operator, as applicable, (i) all keys and other security access codes or devices providing entry to the Towers located at the Sites (other than AT&T Improvements); (ii) to the extent not available in AT&T's online data room or on the FAA's website, 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, if such determinations are in

the possession of the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries; and (iii) to the extent not available in AT&T's online data room or on the FCC's website, a copy of the currently existing FCC Form 854R for each Tower with respect to which such form is required, if such forms were created and are in the possession of the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries. In addition, as promptly as reasonably practicable following the applicable written request therefor by Acquiror, and subject to Laws relating to the exchange of information, the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries (individually and jointly, as applicable) shall, prior to the Initial Closing Date, use their commercially reasonable efforts to (A) make available to Acquiror and the Tower Operator the Pre-Integration Records reasonably requested by Acquiror that are in the possession of the AT&T Parties and cooperate with Acquiror and the Tower Operator in connection with the Data Integration Process described on Schedule 6 and (B) make available to Acquiror and the Tower Operator all master site inspection agreements, master site maintenance agreements, light monitoring agreements and lease optimization agreements to the extent exclusively relating to the Sites or the operation of the Sites or, to the extent not so exclusively related, reasonable extracts thereof.

(e) As promptly as reasonably practicable after the Initial Closing Date, the AT&T Parties shall (i) use their commercially reasonable efforts to ensure that Acquiror or the Tower Operator, as applicable, is afforded access to the Towers promptly following the Initial Closing substantially equivalent to the access afforded to the AT&T Parties immediately prior to the Initial Closing and (ii) deliver or constructively deliver to the Tower Operator and the Sale Site Subsidiaries, as applicable, the Books and Records included in the definition of Tower Related Assets that have not previously been made available to Acquiror.

SECTION 9.2 Efforts to Close; Cooperation.

(a) Subject to the provisions of this Agreement, from the date of this Agreement until the Initial Closing, the AT&T Parties and Acquiror 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 the other Parties' obligation to consummate 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, or to seek the

removal, vacatur or nullification thereof, as the case may be. In no event, however, shall the AT&T Parties 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, agree to any condition, restriction or limitation with respect to any AT&T Party or its respective Affiliates or any of their respective assets or operations, exclude any Portfolio Site from the transactions contemplated by this Agreement and the Collateral Agreements or, except as otherwise expressly provided in this Agreement or any Collateral Agreement (including with respect to any Transaction Revenue Sharing Payments), pay any money to any Person or to offer or grant other financial or other accommodations to any Person in connection with their obligations under this Section 9.2 (any such obligation, agreement offer or grant, being a “**Regulatory Condition**”). Notwithstanding anything to the contrary in this Section 9.2 or otherwise, nothing in this Agreement or any Collateral Agreement shall prevent or restrict the AT&T Contributors or any of their respective Affiliates in any manner 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 Acquiror) or any other corporate transaction.

(b) Without limiting the generality or effect of the foregoing, in the event that a Party determines in good faith that any filing or other documentation is required by applicable Law in connection with this Agreement or the consummation of the transactions contemplated hereby, the Parties shall cooperate to make such filings and use commercially reasonable efforts to provide such other documentation such that the transactions contemplated hereby can be consummated as promptly as possible after the date of this Agreement.

SECTION 9.3 Further Assurances. From time to time, whether before, at or after the applicable Closing Date, each of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries and Acquiror and the Tower Operator shall execute and deliver such further instruments of conveyance and assignment and take such other reasonable actions as may be necessary, proper or advisable to carry out the purposes and intent of this Agreement and the transactions contemplated by this Agreement and the Collateral Agreements. The AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries shall use commercially reasonable efforts to furnish and provide to Acquiror and the Tower Operator, upon the request of Acquiror, such Books and Records in their possession (including ground lessor reimbursement or similar requests) as may be necessary in connection with the prosecution or defense by Acquiror 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 AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries shall not be required to deliver to Acquiror or the Tower Operator any privileged document, unless the Parties enter into a joint defense or similar agreement; provided further that, notwithstanding anything to the contrary contained in this Section 9.3, if any of the Parties are in an adversarial relationship to any other Party in any litigation or proceeding, the furnishing of Books and Records between such Parties in accordance with this Section 9.3 shall be subject to applicable rules relating to discovery.

SECTION 9.4 Conduct of Collocation Operations and the Sites.

(a) From the date of this Agreement until the Initial Closing Date, except as expressly permitted by this Agreement or set forth in Section 9.4(a) of the AT&T Disclosure Letter, the AT&T Parties, the AT&T Newcos 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 (it being understood that, for the purposes of this Section 9.4(a), adherence to the requirements of AT&T's FCC/FAA compliance program shall not be deemed to be inconsistent with industry standards for wireless communication tower sites) and in the ordinary course of business consistent in all material respects with past practice.

(b) From the date of this Agreement until the Initial Closing Date with respect to each Site, except as contemplated by this Agreement or set forth in Section 9.4(b) of the AT&T Disclosure Letter, the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries and their respective Affiliates shall not, without the consent of Acquiror:

(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 Liens and replacements of worn, outmoded or defective equipment, in each case, 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 expected remaining economic life in any material respect;

(iii) enter into, modify, accelerate, amend, 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) renew any Material Agreement except in the ordinary course of business and consistent with past practice;

(v) accelerate or delay collection of accounts receivable or payment of any accounts 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

(vi) 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 AT&T 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 the other terms of this Agreement, or (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.

(d) Prior to the Initial Closing, the AT&T Parties, the AT&T Newcos 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, cancelation, 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 AT&T Parties and the AT&T Newcos shall, with respect to each Assignable Site, Contributable Site, Pre-Lease Site and Lease Site registered with the FCC pursuant to 47 C.F.R. §17.4, change the ownership name of such Site on the FCC antenna structure registry to the applicable AT&T Newco or, at the Initial Closing Date, the applicable Sale Site Subsidiary. As promptly as reasonably practicable following each applicable Closing Date, the Parties shall, with respect to each Assignable Site, Contributable Site, Pre-Lease Site and Lease Site registered with the FCC pursuant to 47 C.F.R. § 17.4, reasonably cooperate to cause the ownership name of such Site on the FCC antenna structure registry to be changed to the Tower Operator or the applicable Sale Site Subsidiary.

(f) The AT&T Parties shall, at their sole cost and expense, discharge all Liens on the Included Property of the Sites securing Indebtedness of AT&T or its Affiliates.

SECTION 9.5 Public Announcements. The initial press release of AT&T announcing this Agreement, any Collateral Agreement and the transactions contemplated hereby and thereby shall be in substantially the form attached to this Agreement as Exhibit N-1. The initial press release of Acquiror announcing this Agreement, any Collateral Agreement and the transactions contemplated hereby and thereby shall be in substantially the form attached to this Agreement as Exhibit N-2. 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 advised by outside legal counsel 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, to the extent practicable, consult with the other Party a reasonable time in advance of such required disclosure, including furnishing (to the extent 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) Acquiror acknowledges and agrees that the AT&T Parties and their respective Affiliates have the absolute and exclusive proprietary rights, by ownership or license, to use all Names incorporating "AT&T" by itself or in combination with any other Name and the corporate design logo associated with "AT&T" 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. Acquiror shall not, nor shall it permit any of its Affiliates to, use any name, phrase or logo incorporating "AT&T" 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 AT&T Parties acknowledge and agree that Acquiror 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 AT&T Parties shall not, nor shall they permit any of their Affiliates, including the AT&T Newcos, 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 Acquiror and AT&T Parties' Subsidiaries. Acquiror and each of the AT&T 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 Title Insurance Commitments. The Tower Operator or any Sale Site Subsidiary, at its sole cost and expense, may purchase upon the occurrence of the Initial Closing or any subsequent Closing, as applicable, fee title, leasehold or leasehold lender's title insurance policies (the "**Title Policies**"), but the AT&T 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 AT&T Contributors at the same time it delivers such reports or commitments to the Tower Operator and the Sale Site Subsidiaries.

SECTION 9.9 AT&T 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 AT&T'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, including any Excluded Sites.

SECTION 9.10 Transaction Revenue Sharing Payments.

(a) In the event any claim, action, suit or other proceeding by any Ground Lessor or other Person is threatened or commenced which claims that Transaction Revenue Sharing Payments are owed as a result of the payment contemplated by Section 2.2(c) and Section 3.2, each Party agrees to promptly notify the other Parties and agrees to reasonably cooperate and use commercially reasonable efforts to jointly negotiate with such Ground Lessor or other Person to

amend the applicable Ground Lease to minimize the amount of Transaction Revenue Sharing Payments under such Ground Lease payable as a result of, or otherwise triggered by, the payment contemplated by Section 2.2(c) and Section 3.2. If such an amendment is not effectuated, the Parties shall discuss in good faith whether it is commercially advisable to defend against such claim, action, suit or other proceeding. Following such discussion, (i) if Acquiror determines in its good faith commercial judgment that it is advisable to defend against such claim, action, suit or other proceeding, Acquiror shall have the right to assume and direct the defense of such claim, action, suit or other proceeding and AT&T shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Acquiror, and (ii) if Acquiror determines in its good faith commercial judgment that it is not advisable to defend against such claim, action, suit or other proceeding, Acquiror shall promptly after making such determination deliver to AT&T written notice describing in reasonable detail the reasons for such determination, and AT&T and its Affiliates may assume and direct such defense if the basis for Acquiror's determination was related to other arrangements with the applicable Ground Lessors, but otherwise AT&T and its Affiliates shall not assume, direct or pursue any such defense. The fees and expenses of counsel employed by (i) Acquiror in assuming and directing the defense of any such claims, actions, suits or other proceedings in the circumstances described in clause (i) of the preceding sentence and (ii) AT&T in assuming and directing the defense of any such claims, actions, suits or other proceedings in the circumstances described in clause (ii) of the preceding sentence, shall in each case be shared equally by AT&T and Acquiror. In no event may (A) a Party agree to amend any such Ground Lease or otherwise take any action reasonably likely to adversely affect such Ground Lease without the consent of Acquiror, (B) a Party settle, compromise or discharge such claims, actions, suits or other proceedings without the consent of the other Parties, in each case such consent not to be unreasonably withheld, delayed or conditioned, or (C) a Party enter into any settlement, agreement, arrangement or understanding in connection with any such claim, action, suit or other proceeding that would result in the payment of any Transaction Revenue Sharing Payments without the prior written consent of the other Parties, such consent not to be unreasonably withheld, delayed or conditioned.

(b) Notwithstanding anything in Section 9.10(a) to the contrary, in the event that (i) the applicable Ground Lessor with respect to any Site has threatened or commenced a claim, action, suit or other proceeding claiming that Transaction Revenue Sharing Payments are owed to it, (ii) no such Transaction Revenue Sharing Payments have theretofore been previously paid to such Ground Lessor and (iii) Acquiror or the Tower Operator have taken actions after the Initial Closing with respect to such Site in connection with potentially acquiring such Site, then AT&T and its Affiliates may, at their own expense, assume and direct the defense of such claim, action, suit or proceeding and Acquiror shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by AT&T and its Affiliates.

SECTION 9.11 *Financing.*

(a) Acquiror shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to consummate an equity financing with net proceeds of no less than \$1,100,000,000 (the "**Equity Amount**") as soon as reasonably practicable after the date of this Agreement.

(b) In the event that Acquiror has not consummated an equity financing with net proceeds equal to or greater than the Equity Amount by the 10th Business Day following the date of this Agreement, then Acquiror shall pay to AT&T, as liquidated damages and not as a penalty, on the 11th Business Day following the date of the Agreement and on every 7th day thereafter (or on next Business Day if such day is not a Business Day) the Weekly Amount in immediately available funds to an account designated by AT&T; provided, however, that Acquiror's obligation to pay to AT&T the Weekly Amount shall terminate (and no further Weekly Amount payments shall come due or be payable) upon the earliest to occur of (i) the date on which the equity financing described in Section 9.11(a) is consummated, (ii) the Initial Closing Date and (iii) the termination of this Agreement in accordance with its terms. For the purposes of this Agreement, "**Weekly Amount**" means, (i) for the first payment due pursuant to this Section 9.11(b), \$1,000,000 and (ii) for each payment due pursuant to this Section 9.11(b) thereafter, an amount equal to \$1,000,000 plus the amount due in respect of the immediately preceding payment (whether or not paid). For the avoidance of doubt, no amounts that become payable to AT&T pursuant to this Section 9.11(b) shall be credited against the Consideration or otherwise reimbursable to Acquiror. From and after the consummation of the equity financing with net proceeds of no less than the Equity Amount, Acquiror shall maintain available cash, committed financing (including under any portion of Debt Financing Commitment) and available capacity under its existing revolving credit facility sufficient in the aggregate to enable Acquiror and the Tower Operator to consummate the transactions contemplated hereby.

(c) Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed by the Parties that, following the consummation of the equity financing described in Section 9.11(a), Acquiror shall have the right in its sole discretion to cancel or terminate any and all commitments under the Debt Financing Commitment, so long as after giving effect to such cancellation or termination Acquiror shall maintain available cash (including from the proceeds of any equity financing), committed financing (including under any portion of Debt Financing Commitment) and available capacity under its existing revolving credit facility sufficient in the aggregate to enable Acquiror and the Tower Operator to consummate the transactions contemplated hereby, including payment of the Consideration and fees and expenses of Acquiror relating to the transactions contemplated hereby.

(d) If any commitments under the Debt Financing Commitment remain outstanding as of the date that is 20 Business Days prior to the Target Date, Acquiror shall cause the Marketing Period (as defined in the Debt Financing Commitment) to be concluded by the Business Day preceding the Target Date.

(e) Acquiror and the Tower Operator acknowledge and agree that the receipt of the Equity Amount and the Debt Financing are not conditions to the consummation of the Initial Closing or the other transactions contemplated by this Agreement and the Collateral Agreements, and that the failure to obtain the Equity Amount or the Debt Financing shall not in any way relieve Acquiror and the Tower Operator of their obligations to consummate the Initial Closing or the other transactions contemplated by this Agreement and the Collateral Agreements.

SECTION 9.12 Nature of Acquiror and Tower Operator. Immediately following the Initial Closing, after giving effect to the transactions contemplated by this Agreement, the Tower Operator will have a net worth equal to or greater than \$100,000,000.

SECTION 9.13 Delivery of Rule 3-14 Financial Statements.

(a) The AT&T Parties shall prepare and deliver, or cause to be prepared and delivered, no later than the earlier of (i) 60 days following the date of this Agreement and (ii) the Initial Closing Date, an audited combined consolidated income statement in respect of the Portfolio Sites (other than any Excluded Sites set forth on the Site List) for the fiscal year ended December 31, 2012 and an unaudited combined consolidated income statement for the Portfolio Sites (other than any Excluded Sites set forth on the Site List) for the 9-month period ended September 30, 2013 (in each case, with any notes thereto as may be required by GAAP), including such items as are required for financial statements relating to the Sites prepared in accordance with Rule 3-14 of SEC Regulation S-X (the "**Required Financial Statements**"). Prior to the Initial Closing Date, the AT&T 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 Acquiror or the Tower Operator with the SEC. As soon as practicable following the written request of Acquiror (but in any event within 40 days after such request, but in no event prior to 40 days after the end of the applicable quarterly stub period (other than with respect to the period ended December 31, 2013, for which the financial statements referred to in the last sentence of this Section 9.13(a) shall be the only financial statements provided)), the AT&T Parties shall deliver to Acquiror an unaudited combined consolidated income statement in respect of the Sites for the prior quarterly stub period(s) following the periods covered in the Required Financial Statements; provided that the AT&T Parties shall have no obligation hereunder to deliver any stub period statements for periods ending after the Initial 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 Acquiror and the AT&T Parties. Notwithstanding anything herein to the contrary, if the Initial Closing Date occurs on or after February 1, 2014, the AT&T Parties shall prepare and deliver, or cause to be prepared and delivered, prior to the Initial Closing an audited combined consolidated income statement in respect of the Portfolio Sites (other than any Excluded Sites set forth in the Site List) for the fiscal year ended December 31, 2013 (with any notes thereto as may be required by GAAP), including such items as are required for financial statements relating to the Sites prepared in accordance with Rule 3-14 of SEC Regulation S-X, and such income statement shall be deemed to be the Required Financial Statements (and the financial statements referred to in the first sentence of this Section 9.13(a) shall cease to be the Required Financial Statements for purposes of this Agreement).

(b) The AT&T Parties shall prepare and deliver, or cause to be prepared and delivered, no later than 20 Business Days following the Initial Closing Date, the combined consolidated income statements for the periods covered by the Required Financial Statements and any unaudited combined consolidated income statements for subsequent quarterly stub periods required to be delivered prior to the Initial Closing pursuant to Section 9.13(a) (in each case, for the Sites after giving effect to the removal of any Excluded Sites at or prior to the Initial Closing).

SECTION 9.14 Confidentiality.

(a) Acquiror 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 12.2.

(b) The AT&T Parties and the AT&T Newcos shall keep confidential, and shall cause AT&T's Subsidiaries and instruct their and AT&T's Subsidiaries' 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 and thereby, (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, to the extent practicable, (x) promptly notified Acquiror, the Tower Operator and, after the Initial Closing Date, the Sale Site Subsidiaries of any such disclosure obligation prior to such disclosure and (y) used commercially reasonable efforts to cooperate with Acquiror, the Tower Operator and, after the Initial Closing Date, the Sale Site Subsidiaries 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 9.14(b), (iii) except as required to fulfill any of their obligations under this Agreement or any Collateral Agreement, (iv) except as becomes available to the AT&T Parties or the AT&T Newcos after the applicable Closing Date on a non-confidential basis from a source other than Acquiror or its Subsidiaries, provided that such other source is not known by the AT&T Parties or the AT&T Newcos after reasonable inquiry to be bound by a confidentiality obligation to Acquiror or its Subsidiaries or otherwise to be prohibited from disclosing such information to the AT&T Parties or the AT&T Newcos, (v) except for information independently developed by the AT&T Parties or the AT&T Newcos after the applicable Closing Date without use of any information relating to the Sites or the Included Property of the Sites in their possession prior to the applicable Closing Date or (vi) to the extent necessary to assert any right or defend against any Claim arising under this Agreement or any Collateral Agreement. The covenant set forth in this Section 9.14(b) shall terminate three years after the Initial Closing.

SECTION 9.15 Environmental Matters.

(a) Acquiror may commission, at Acquiror's cost and expense, Phase I environmental assessments of all Sites. Acquiror shall indemnify the AT&T Contributors and the AT&T Newcos and their respective Affiliates for any Claims resulting from or arising out of the activities undertaken to conduct Phase I environmental assessments of any Site by or on behalf of Acquiror; provided, however, that Acquiror shall not indemnify the AT&T Contributors and the AT&T Newcos and their respective Affiliates for any Claim to the extent caused by (i) the gross negligence or willful misconduct of any AT&T Contributor, AT&T Newco or such Affiliate or (ii) any environmental condition existing on any Site prior to Acquiror's or its

agent's entry thereon (except for any incremental damage, release or exacerbation of an existing condition caused by Acquiror or its agents with respect to any such environmental condition).

(b) If requested by the AT&T Contributors, Acquiror shall promptly provide (at AT&T Contributors' cost and expense) to the AT&T Contributors and the AT&T Newcos copies of any and all Phase I environmental assessment reports commissioned by Acquiror on the Sites. Unless otherwise required by applicable Law, none of such reports or any information contained in such reports or otherwise generated by Acquiror or the Tower Operator under this Agreement shall be released to any Person without the prior written consent of Acquiror, the AT&T Newcos and the AT&T Contributors, which shall not be unreasonably withheld, except that any of Acquiror, the AT&T Newcos or the AT&T 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 Acquiror or any AT&T Party, or disposition of assets, that includes the Sites to which the reports apply (or any Liability with respect thereto). For the avoidance of doubt, subject to Section 9.14(b), the foregoing shall in no way restrict the ability of AT&T or its Affiliates from, prior to the Initial Closing or the termination of this Agreement pursuant to Section 12.1, disclosing any information generated by AT&T or its Affiliates. If this Agreement is terminated pursuant to Section 12.1 or if any Site becomes an Excluded Site, Acquiror shall, if requested by the AT&T Contributors, promptly (A) turn over to the AT&T Contributors (at the AT&T 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 Phase I environmental assessments conducted pursuant to Section 9.15(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 AT&T Contributors; provided, however, that the AT&T Parties may not rely thereon and Acquiror shall have no obligations or liability with respect thereto, or (B) destroy such documentation and information in accordance with Section 9.1(c).

SECTION 9.16 Exclusivity.

(a) From the date of this Agreement through the earlier of the Initial Closing Date or the termination of this Agreement, the AT&T Parties shall not (and shall not cause 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 Acquiror or its Affiliates) that entered into a confidentiality agreement in connection with the process for the sale or lease of the Portfolio Sites as a whole (the "**Auction**") by AT&T in 2013; 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, other than in each case in a transaction which would permit AT&T and its Affiliates to assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of the MPL or any of the MLAs or any of their respective rights, duties or obligations thereunder if one or more of such agreements were in effect at such time.

(b) From the date of this Agreement through the earlier of the Initial Closing Date or the termination of this Agreement, AT&T 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 AT&T or any of its Affiliates is a party with respect to the Auction. AT&T shall promptly request each Person that has executed a confidentiality agreement in connection with the Auction to return all confidential information furnished to such Person by or behalf of AT&T or its Affiliates.

(c) Notwithstanding anything to the contrary set forth in this Section 9.16, on and after February 1, 2014, the prohibitions described in Sections 9.16(a) and (b) shall cease to apply to AT&T and its Affiliates; provided, that the conditions set forth in paragraphs (a), (b), (d) and (i) of Section 10.2 would be capable of being satisfied on such date, if such date were the Initial Closing Date.

SECTION 9.17 Tower Bonds.

(a) Unless and until the Tower Operator has exercised its purchase option under the MPL with respect to any MPL Site, the applicable AT&T Newco shall use its commercially reasonable efforts to 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 any such replacement), unless any such Tower Bond is no longer required with respect to such Site. The AT&T Contributors and their respective Affiliates will have no obligation to maintain any Tower Bonds with respect to an MPL Site following the exercise by the Tower Operator of the purchase option with respect to such MPL Site.

(b) Unless and until any non-Assignable Site is converted to an Assignable Site and a Subsequent Closing with respect to such Site is held in accordance with Section 2.6, the applicable AT&T Party shall use its commercially reasonable efforts to maintain or replace all Tower Bonds that are in existence as of the Initial Closing Date with respect to such Site (and provide the Sale Site Subsidiaries copies of any such replacement), 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 Subsequent Closing Date in the case of any Non-Assignable Site converted to an Assignable Site, Acquiror shall, or shall cause the applicable Sale Site Subsidiary to, 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 the applicable AT&T Contributor. The AT&T 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 9.18 Master Collocation Agreements; Multiple Site Ground Leases; Affiliate Collocation Agreements.

(a) Following the Initial Closing Date and until the Final Closing Date, the Parties shall cooperate to bifurcate any material Master Collocation Agreement (so that one agreement pertains to the Sites and another agreement pertains to the remainder of the sites covered by the

Master Collocation Agreement); it being understood that (i) the foregoing shall not require either Party to agree to any conditions or pay any money to the applicable collocator in connection with such bifurcation, and (ii) the foregoing shall not apply if it would have an adverse impact on the rights of and obligations of the AT&T Parties under this Agreement or such Master Collocation Agreement. From and after the Initial Closing Date until the time as such Master Collocation Agreement has been so bifurcated, the AT&T Parties and the AT&T Newcos shall not amend, modify, cancel or grant any waiver or release under such Master Collocation Agreement in a manner that would reasonably be expected to adversely affect any Collocation Agreement without the consent of the Tower Operator or the applicable Sale Site Subsidiary, as applicable (such consent not to be unreasonably withheld, delayed or conditioned). Upon the bifurcation of any such Master Collocation Agreement, the Master Collocation Agreement pertaining to the Sites shall be deemed to be a "Collocation Agreement" hereunder and shall be treated in the applicable manner under this Agreement.

(b) Following the Initial Closing Date, the Parties shall cooperate to bifurcate any Multiple Site Ground Lease (so that one lease pertains to the Ground Leased Sites Land and another lease pertains to the remainder of the land covered by the Multiple Site Ground Lease); it being understood that (i) the foregoing shall not require either Party to agree to any conditions or pay any money to the applicable Ground Lessor in connection with such bifurcation and (ii) from and after the Initial Closing Date until the time as such Multiple Site Ground Lease has been bifurcated, the AT&T Parties and the AT&T Newcos shall not amend, modify, terminate, cancel or grant any waiver or release under such Multiple Site Ground Lease in a manner that would reasonably be expected to adversely affect any Ground Lease Sites without the consent of the Tower Operator (such consent not to be unreasonably withheld, delayed or conditioned).

(c) Prior to the Initial Closing Date, the AT&T Parties shall terminate any agreements between or among an AT&T Party (or any Affiliate thereof), on the one hand, and an Affiliate of such AT&T Party (or Affiliate thereof), on the other hand, pursuant to which such AT&T Party (or Affiliate thereof) rents or licenses to such Affiliate of such AT&T Party (or Affiliate thereof) space at any Site (including space on a Tower), including all amendments, modifications, supplements, assignments and guaranties related thereto as in effect from time to time prior to the Initial Closing.

SECTION 9.19 Entry into Ground Leases.

(a) With respect to each Site set forth on Schedule 7 (each, a "**Schedule 7 Site**"), AT&T shall cause the applicable AT&T Party, at or prior to the Initial Closing, to enter into a lease or sublease, as applicable, substantially in the form attached hereto as Exhibit S and otherwise in accordance with this Section 9.19(a) (each, a "**Reserved Property Lease**"). AT&T shall use commercially reasonable efforts to deliver to Acquiror a substantially complete draft of each Reserved Property Lease (including Exhibit A thereto describing in reasonable detail, whether by metes and bounds or graphically, the premises to be demised thereby) not later than five Business Days prior to the Initial Closing Date. The premises to be demised by each Reserved Property Lease shall constitute the entire Schedule 7 Site other than the Reserved Property of such Schedule 7 Site. The initial lessor and initial lessee under each Reserved Property Lease will be the AT&T Party which holds the fee simple interest in the related Schedule 7 Site or, in the case of a Schedule 7 Site which is subject to a Ground Lease, the

AT&T Party which holds the leasehold interest under such Ground Lease. In connection with the transactions contemplated by this Agreement with respect to the Schedule 7 Sites, at the Initial Closing or the applicable Subsequent Closing, the applicable AT&T Party will contribute, convey, assign, transfer and deliver to the applicable AT&T Newco in the case of a Contributable Site, or to the applicable Sale Site Subsidiary in the case of an Assignable Site, all of its respective right, title and interest in, to and under the lessee's interest in each Reserved Property Lease.

(b) In the event either (A) AT&T shall fail to deliver a substantially complete draft of the Reserved Property Lease with respect to a Schedule 7 Site by the date that is five Business Days prior to the Initial Closing Date or (B) the demised premises described in Exhibit A of a draft Reserved Property Lease with respect to a Schedule 7 Site delivered by AT&T pursuant to Section 9.19(a) constitutes less than 500 square feet of ground space (including the ground on which the related Tower sits), then, unless Acquiror shall otherwise determine in its sole discretion, such Schedule 7 Site shall be deemed to be an Excluded Site at the Initial Closing.

SECTION 9.20 Notices of Certain Events; Supplemental Disclosure. Each Party shall use its commercially reasonable efforts to promptly notify the other Parties of any changes or events occurring between the date of this Agreement and any Closing with respect to any written notice or other written communication from any Governmental Authority in connection with an Authorization related to the consummation of the transactions contemplated by this Agreement.

SECTION 9.21 Master Emergency Backup Power Service Agreement. The Parties shall negotiate the form, terms and conditions of a definitive Master Emergency Backup Power Service Agreement (the "**Master Emergency Backup Power Service Agreement**") on the basis of the Master Emergency Backup Power Service Agreement Term Sheet attached as Exhibit Q, in good faith, with such Master Emergency Backup Power Service Agreement to set forth arms'-length terms and incorporate usual and customary provisions for similar agreements. If the Parties fail to agree upon the Master Emergency Backup Power Service Agreement by the Initial Closing, such failure shall not cause the Initial Closing not to occur and the Parties shall be deemed to have made the delivery required by Section 10.2(f) or Section 10.3(d), as applicable, with respect to the Master Emergency Backup Power Service Agreement. To the extent that the Master Emergency Backup Power Service Agreement is not entered into by the Initial Closing, AT&T and Acquiror agree that the terms of the Master Emergency Backup Power Service Agreement Term Sheet shall become binding and be in full force and effect as of the Initial Closing, and each of AT&T and Acquiror agrees to be bound by and comply with the terms set forth in the Master Emergency Backup Power Service Agreement Term Sheet until such time as the Master Emergency Backup Power Service Agreement is entered into by AT&T and Acquiror.

SECTION 9.22 Transition Services Fees. Schedule A of the Transition Services Agreement includes a description of the transitional and operational services to be provided by AT&T or its Affiliates thereunder (the "**Transition Services**") related to the Sites. The Parties acknowledge that the description of the Transition Services contained in Schedule A does not include specific service fees corresponding to each of the Transition Services. The Parties shall work in good faith to prepare, as soon as reasonably practicable after the date of this Agreement

(and in all events by the 30th day following the date of this Agreement), a schedule of "Service Fees," as that term is used in the Transition Services Agreement. To the extent the Parties mutually agree upon such Service Fees, the Parties shall modify Schedule A of the Transition Services Agreement as of the Initial Closing to reflect such Service Fees. The Parties agree that if they are not able to agree to the Service Fees with respect to any Transition Services by the 30th day following the date of this Agreement, the Service Fees for any such Transition Service shall be determined in accordance with the terms of Section 3.1 of the Transition Services Agreement.

ARTICLE 10

CONDITIONS TO CLOSING

SECTION 10.1 *Conditions to the Obligations of Each Party to the Initial Closing.* The respective obligation of each Party to consummate the Initial Closing at the Initial Closing Date is subject to the satisfaction or waiver (to the extent permitted under applicable Law) on or prior to the Initial Closing Date of each of the following conditions: (a) at the Initial Closing, no Order shall be in effect prohibiting the closing of the transactions contemplated by this Agreement and the Collateral Agreements; and (b) the waiting period, if any, applicable to the consummation of the transactions contemplated by this Agreement and the Collateral Agreements under the HSR Act, if applicable, shall have expired or been terminated, 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 10.2 *Additional Conditions to Acquiror's Obligation to the Initial Closing.* Acquiror's and the Tower Operator's obligation to consummate the Initial Closing is subject to the satisfaction or waiver by Acquiror and the Tower Operator (to the extent permitted under applicable Law) on or prior to the Initial Closing Date of each of the following conditions:

(a) (i) The Specified Representations and Warranties of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries (other than those qualified by Material Adverse Effect) 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 as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date); (ii) the representations and warranties of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries set forth in this Agreement that are qualified by reference to Material Adverse Effect, including those Specified Representations and Warranties qualified by Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Initial Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date); and (iii) the representations and warranties of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries set forth in this Agreement (other than those set forth in Section 10.2(a)(i)) that are not qualified by reference to Material Adverse Effect shall be true and correct as of the date of

this Agreement and as of the Initial Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 10.2(a)(iii) shall be deemed to have been satisfied even if any representations and warranties of the AT&T Parties are not true and correct unless the failure of such representations and warranties of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries to be true and correct, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(b) The covenants and agreements of the AT&T Parties, the AT&T Newcos 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) The contributions, conveyances, assignments, transfers and deliveries contemplated by Schedule 1 of the AT&T Internal Transfers Agreement shall have been consummated in all material respects in accordance with the AT&T Internal Transfers Agreement.

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

(e) No suit, action or other proceeding relating to the transactions contemplated by this Agreement and the Collateral Agreements shall be pending before or threatened by any Governmental Authority in which a Governmental Authority seeks or threatens to impose any conditions, liabilities, restrictions or requirements (including the taking of, or requirement to omit the taking of, actions) on (i) Acquiror or its Subsidiaries, that would, individually or in the aggregate, reasonably be expected to be material and adverse to Acquiror and its Subsidiaries, taken as a whole, or (ii) the Sites, that would, individually or in the aggregate, reasonably be expected to be material and adverse to the Sites, taken as a whole. For purposes of this Section 10.2(e) and Section 10.3(f), no suit, action or other proceeding shall be deemed threatened unless the threat has been expressed either in writing or to one or more Representatives of Acquiror and AT&T at a meeting or telephone conference at which one or more Representatives of Acquiror and AT&T shall have been present.

(f) The AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries shall have executed and delivered to Acquiror, 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.

(g) In connection with the transactions contemplated by Section 2.2(e), on the terms and subject to the conditions of this Agreement, the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries, as applicable, shall have delivered, or caused to be delivered, to Acquiror a duly executed certification of non-foreign status of each AT&T Contributor in connection with each Sale Site Subsidiary in a form complying with the requirements of Section 1445 of the

Code (a "**FIRPTA Certificate**"); provided, however, that if an AT&T 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 U.S. Internal Revenue Service all requisite amounts, if any, as required in accordance with Section 1445 of the Code.

(h) The AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries shall have delivered, or caused to be delivered, to Acquiror and the Tower Operator (i) a copy of each AT&T Newco Certificate of Formation and each Sale Site Subsidiary Certificate of Formation, certified by the Secretary of State of Delaware as of a date no more than 10 days prior to the Initial Closing Date and (ii) a certified copy of each AT&T Newco LLC Agreement and Sale Site Subsidiary LLC Agreement.

(i) Since December 31, 2012, 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.

SECTION 10.3 Additional Conditions to AT&T's Obligations to the Initial Closing. The AT&T Parties', the AT&T Newcos' and the Sale Site Subsidiaries' obligation to consummate the Initial Closing is subject to the satisfaction or waiver by AT&T, the AT&T Newcos and the Sale Site Subsidiaries (to the extent permitted under applicable Law) on or prior to the Initial Closing Date of each of the following conditions:

(a) (i) The Specified Representations and Warranties of Acquiror and the Tower Operator shall be true and correct in all material respects as of the date of this Agreement and as of the Initial Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date); and (ii) all other representations and warranties of Acquiror and the Tower Operator set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Initial Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 10.3(a)(ii) shall be deemed to have been satisfied even if any representations and warranties of Acquiror and the Tower Operator are not true and correct unless the failure of such representations and warranties of Acquiror and the Tower Operator to be true and correct would, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Acquiror and the Tower Operator to consummate the transactions contemplated by this Agreement and the Collateral Agreements to which it is or they are a party.

(b) The covenants and agreements of Acquiror 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) The AT&T Contributors shall have received a certificate, dated the Initial Closing Date, from Acquiror signed on behalf of Acquiror by an authorized officer of Acquiror with respect to itself to the effect set forth in paragraphs (a) and (b) above and paragraph (h) below.

(d) At the Initial Closing, Acquiror and the Tower Operator shall have executed and delivered to the AT&T Contributors and the AT&T Newco, as applicable, all Collateral Agreements and such other agreements and documents contemplated by Section 2.2 of this Agreement to which it is a Party.

(e) No Order of a Governmental Authority shall be in effect that imposes any Regulatory Condition on AT&T or any of its Affiliates in connection with the transactions contemplated in this Agreement.

(f) No suit, action or other proceeding relating to the transactions contemplated by this Agreement and the Collateral Agreements shall be pending before or threatened by any Governmental Authority in which a Governmental Authority seeks or threatens to impose any conditions, liabilities, restrictions or requirements (including the taking of, or requirement to omit the taking of, actions) on AT&T or its Subsidiaries, that would, individually or in the aggregate, reasonably be expected to be material and adverse to AT&T and its Subsidiaries, taken as a whole (assuming for the purpose of this Section 10.3(f) that AT&T and its Subsidiaries, taken as a whole, has assets and results of operations comparable to the Sites as of the date of this Agreement, but assuming that the MLAs were in effect on the date of this Agreement).

(g) No change in applicable federal income Tax Law shall have occurred following the date of this Agreement that adversely impacts (i) the federal income Tax characterization of each of the MPL and Management Agreement (excluding any Managed Sale Site under the Management Agreement) as "true leases" for U.S. federal income tax purposes or (ii) the treatment of the prepaid rent received by the AT&T Parties under the MPL and the Management Agreement (excluding any Managed Sale Site under the Management Agreement) as being accounted for under Code Section 467 and the Treasury Regulations thereunder (as such Code Section and Treasury Regulations existed on the date hereof).

(h) Since December 31, 2012, 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.

SECTION 10.4 *Conditions to the Obligations to Close the Subsequent Documentary Closings.*

(a) The respective obligations of each Party to consummate each Documentary Subsequent Closing is subject to the satisfaction or waiver (to the extent permitted under applicable Law) of the following condition: on each such Documentary Subsequent Closing Date, no Order of a Governmental Authority shall be in effect, prohibiting, restraining or enjoining such Documentary Subsequent Closing;

(b) The obligation of Acquiror and the Tower Operator to consummate each Documentary Subsequent Closing is subject to the satisfaction or waiver by Acquiror and the Tower Operator of the following condition: the AT&T Parties and the AT&T Newcos shall have executed and delivered to Acquiror 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 2.6 of this Agreement; and

(c) The obligation of the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries to consummate each Documentary Subsequent Closing is subject to the satisfaction or waiver of the following condition: Acquiror and the Tower Operator shall have executed and delivered to the AT&T Parties and the AT&T Newcos (i) amended schedules and exhibits to the MPL and the applicable MLA and (ii) such other agreements and documents as contemplated by Section 2.6 of this Agreement.

ARTICLE 11

INDEMNIFICATION; SURVIVAL

SECTION 11.1 *Indemnification Obligations of the AT&T Parties and the AT&T Newcos.*

(a) Without limiting the other obligations of the AT&T Parties under this Agreement and any Collateral Agreement, from and after the Initial Closing, AT&T shall defend, indemnify and save and hold harmless each of the Acquiror Indemnified Parties from and against all Claims to the extent resulting from, arising out of or relating to:

(i) any breach or inaccuracy of any representation or warranty, other than any Non-Surviving Representation and Warranty, made by any AT&T 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, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by any AT&T 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 Initial Closing with respect to such Site (excluding for this purpose Transfer Taxes arising on the Initial Closing Date with respect to such Site as a result of or after the Initial 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) any Transfer Taxes with respect to a Site imposed with respect to transfers exclusively between AT&T and its Affiliates; or

(v) any Pre-Closing Liabilities.

(b) Without limiting the other obligations of the AT&T Newcos under this Agreement and any Collateral Agreement, from and after the Initial Closing, the AT&T Newcos shall, jointly and severally, defend, indemnify and save and hold harmless each of the Acquiror

Indemnified Parties from and against all Claims to the extent resulting from, arising out of or relating to:

(i) any breach or inaccuracy of any representation or warranty made by any AT&T Newco 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, shall be deemed not to be so qualified); or

(ii) any breach or nonperformance of any covenant or agreement made by any AT&T Newco in this Agreement.

(c) The rights of Acquiror 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 an Acquiror Indemnified Party, whether before or after the date of this Agreement or any Closing Date.

SECTION 11.2 Indemnification Obligations of Acquiror and the Tower Operator.

(a) Without limiting Acquiror's other obligations under this Agreement or any Collateral Agreement, from and after the Initial Closing, Acquiror shall defend, indemnify and save and hold harmless each of the AT&T Indemnified Parties from and against all Claims to the extent resulting from, arising out of or relating to:

(i) any breach or inaccuracy of any representation or warranty other than a Non-Surviving Representation and Warranty made by Acquiror 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, shall be deemed not to be so qualified);

(ii) any breach or nonperformance of any covenant or agreement made by Acquiror or, after the Initial Closing, any Sale Site Subsidiary in this Agreement;

(iii) any Post-Closing Liabilities; or

(iv) any Acquiror Indemnified Site Claims.

(b) Without limiting the Tower Operator's other obligations under this Agreement or any Collateral Agreement, from and after the Initial Closing, the Tower Operator shall defend, indemnify and save and hold harmless each of the AT&T Indemnified Parties from and against all Claims to the extent resulting from, arising out of or relating 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, shall be deemed not to be so qualified); or

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

(c) The rights of the AT&T 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 an AT&T Indemnified Party, whether before or after the date of this Agreement or any Closing Date.

(d) Acquiror's and the Tower Operator's payment and indemnification obligations with respect to Taxes (other than such obligations with respect to Taxes as a result of Section 11.8) shall be governed solely under Section 22 and Section 34 of the MPL and Section 2.10 hereof and not this Article 11.

SECTION 11.3 Indemnification Claim Procedure.

(a) If any Party asserting a claim for indemnification (an "**Indemnified Party**") shall desire to assert any claim for indemnification provided for under this Article 11 in respect of, arising out of or involving a claim or demand made by any Person (other than a Party) against an Indemnified Party (a "**Third Party Claim**"), such Indemnified Party shall notify the Party or Parties alleged to be obligated to indemnify (the "**Indemnifying Party**") in writing of such Third Party Claim, describing in reasonable detail the amount or the estimated amount of Claims sought thereunder, any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "**Third Party Claim Notice**") promptly after receipt by such Indemnified Party of written notice of the Third Party Claim; provided, however, that any failure to provide or delay in providing a Third Party Claim Notice shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure or delay. To the extent permitted by applicable Law, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim; provided, however, that any failure to deliver or delay in delivering such copies shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party's ability to defend such claim shall have been actually prejudiced as a result of such failure or delay.

(b) If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party by delivering notice to the Indemnified Party in writing within 20 Business Days after receiving the Third Party Claim Notice that it elects to assume such defense and pay its defense costs in connection therewith (including attorneys' fees and expenses). If the Indemnifying Party declines, fails to respond to the Third Party Claim Notice or fails to assume the defense of the Third Party Claim within such 20 Business Day period, then the Indemnified Party may control the defense of such Third Party Claim. Should the Indemnifying Party elect to

assume the defense of a Third Party Claim, the Indemnifying Party will not be required to indemnify the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, unless the Third Party Claim involves conflicts of interest or substantially different defenses for the Indemnified Party and the Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in defense thereof and to employ counsel, at its own expense (except as provided in the immediately preceding sentence), separate from the counsel employed by the Indemnifying Party. If the Indemnifying Party chooses to defend any Third Party Claim, all the Parties hereto shall cooperate in the defense or prosecution thereof. Such cooperation shall include using commercially reasonable efforts to retain and (upon the Indemnifying Party's request) provide to the Indemnifying Party records and information that are reasonably relevant to such Third Party Claim, and using commercially reasonable efforts to make employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnified Party shall not admit any Liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnifying Party's prior written consent. 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 written consent of the applicable Indemnified Party; provided, however, that the Indemnified Party shall not withhold its consent if (i) contemporaneously with the effectiveness of such settlement, compromise or consent, the Indemnifying Party pays in full any obligation imposed on the Indemnified Party by such settlement, compromise or consent, which as a condition to such settlement, compromise or consent releases each relevant Indemnified Party completely and unconditionally in connection with such settlement, compromise or consent and without any finding or admission of any violation of Law or admission of any wrongdoing and (ii) such settlement, compromise or consent does not contain any equitable Order or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party shall desire to assert any claim for indemnification provided for under this Article 11 other than a claim in respect of, arising out of or involving a Third Party Claim (a "**Direct Claim**"), such Indemnified Party shall promptly notify the Indemnifying Party in writing of such Direct Claim, describing in reasonable detail the specific provisions of this Agreement claimed to have been breached, the factual basis supporting the contention that such provisions were breached, the amount or the estimated amount of damages sought thereunder, any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "**Direct Claim Notice**"); provided, however, that any failure to provide or delay in providing such notification shall not affect the indemnification provided for hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure or delay. The Indemnifying Party shall have a period of 20 Business Days within which to respond to any Direct Claim Notice, stating whether it disputes the existence or scope of an obligation to indemnify the Indemnified Party under this Article 11. If the Indemnifying Party does not so respond within such 20 Business Day period stating that the Indemnifying Party disputes its liability for such claim, the Indemnifying Party will be deemed to have accepted such claim, such claim shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall pay the amount of such claim to the Indemnified Party as promptly as

reasonably practicable after demand therefore or, in the case of any Direct Claim Notice in which the amount of the claim (or any portion thereof) is estimated, as promptly as reasonably practicable after such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party disputes all or any part of such claim, the Indemnified Party and the Indemnifying Party shall attempt in good faith for 20 Business Days to resolve such claim. If no such agreement can be reached through good faith negotiation within 20 Business Days, either the Indemnified Party or the Indemnifying Party may act to resolve such dispute in accordance with Section 13.2.

(d) The AT&T Contributors and their Affiliates shall control the defense of all Claims related to Pre-Closing Liabilities.

SECTION 11.4 Indemnity Period. Except with respect to fraud by or on behalf of the Indemnifying Party, the obligations of any Indemnifying Party to indemnify any Indemnified Party:

(a) pursuant to Section 11.1(a)(i), Section 11.1(b)(i), Section 11.2(a)(i) or Section 11.2(b)(i) shall terminate on the date that is 12 months following the Initial 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) pursuant to Section 11.1(a)(ii), Section 11.1(b)(ii), Section 11.2(a)(ii) or Section 11.2(b)(ii) shall survive until the time period stated in the covenant that is the subject of such Claim or until the expiration of the applicable statute of limitations if unstated;

(c) pursuant to Section 11.1(a)(iii) or Section 11.1(a)(iv) shall terminate on the date that is 90 days following the expiration of the applicable statute of limitations, including as it may be extended from time to time by the mutual agreement of AT&T and Acquiror;

(d) pursuant to Section 11.1(a)(v) or Section 11.2(a)(iv) shall terminate on the date that is five years following the Initial Closing Date; and

(e) pursuant to Section 11.2(a)(iii) 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 11.4; 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 11.5 *Liability Limits.*

(a) Notwithstanding anything to the contrary in this Agreement, the AT&T Parties and the AT&T Newcos, collectively, shall have no obligation to indemnify (including any obligation to make any payments to) any Acquiror Indemnified Party with respect to (i) any single Claim less than \$40,000 (each, a “**De Minimis Claim**”) under Section 11.1(a)(i) or Section 11.1(b)(i), (ii) any Claims under Section 11.1(a)(i) or Section 11.1(b)(i) unless and until the aggregate amount of such Claims (excluding amounts associated with De Minimis Claims) exceeds an amount equal to \$42,000,000 (the “**Representations and Warranties Deductible**”), after which the AT&T Parties and the AT&T Newcos, collectively, shall only be required to indemnify the Acquiror Indemnified Parties for all such Claims (excluding amounts associated with De Minimis Claims) in excess of the Representations and Warranties Deductible and (iii) any Claims under Section 11.1(a)(y) unless and until the aggregate amount of such Claims exceeds an amount equal to \$8,400,000 (the “**Pre-Closing Claims Deductible**”), after which the AT&T Parties and the AT&T Newcos, collectively, shall only be required to indemnify the Acquiror Indemnified Parties for all such Claims in excess of the Pre-Closing Claims Deductible. In no event shall the AT&T Parties or the AT&T Newcos be required to indemnify the Acquiror Indemnified Parties under Section 11.1(a)(i) or Section 11.1(b)(i), taken together, for more than \$242,500,000 in the aggregate (the “**Cap**”). Notwithstanding the foregoing, the limitations set forth in this Section 11.5(a) shall not apply to any Claims resulting from or arising out of breaches of the Specified Representations and Warranties or due to fraud, by or on behalf of the Indemnifying Party.

(b) Notwithstanding anything to the contrary in this Agreement, Acquiror and the Tower Operator, collectively, shall have no obligation to indemnify (including any obligation to make any payments to) any AT&T Indemnified Party with respect to (i) any De Minimis Claim under Section 11.2(a)(i) or Section 11.2(b)(i) and (ii) any Claims under Section 11.2(a)(i) or Section 11.2(b)(i) unless and until the aggregate amount of such Claims (excluding amounts associated with De Minimis Claims) exceeds the Representations and Warranties Deductible, after which Acquiror and the Tower Operator, collectively, shall only be required to indemnify the AT&T Indemnified Parties for all such Claims (excluding amounts associated with De Minimis Claims) in excess of the Representations and Warranties Deductible. In no event shall Acquiror or the Tower Operator be required to indemnify the AT&T Indemnified Parties under Section 11.2(a)(i) or Section 11.2(b)(i), taken together, for more than the Cap in the aggregate. Notwithstanding the foregoing, the limitations set forth in this Section 11.5(b) shall not apply to any Claims resulting from or arising out of breaches of the Specified Representations and Warranties or due to fraud, by or on behalf of the Indemnifying Party.

(c) Notwithstanding anything to the contrary in this Article 11, in no event shall an Indemnifying Party have liability to any Indemnified Party for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items, in each case except as actually paid 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 11.6 Mitigation.

Each Party shall take commercially reasonable actions to mitigate its damages, including by pursuing insurance claims, and shall reasonably consult and cooperate with the other Parties with a view toward mitigating Claims upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Claims that are indemnifiable hereunder; provided, however, that the foregoing shall not require any Party to incur costs to remedy a breach which gives rise to any Claim.

SECTION 11.7 Exclusive Remedies. (a) After the Initial Closing, except with respect to fraud by or on behalf of the Indemnifying Party and except as expressly provided in Section 1.3, Section 2.8, Article 4 and Sections 9.1(a) and 9.15(a), the Parties acknowledge and agree that the indemnification provisions of Section 2.10 and this Article 11 shall be the sole and exclusive monetary remedy for any Claims to the extent resulting from or arising out of the matters described in Section 11.1 and Section 11.2. Notwithstanding the foregoing, (i) as provided in Sections 2.3(a) and 2.3(b), none of Acquiror, the Tower Operator or any of their Affiliates shall assume any Liability for any Excluded Liabilities or Pre-Closing Liabilities, which shall be solely for the account of and shall remain with the AT&T Parties, as applicable, and (ii) nothing contained herein shall impair the right of Acquiror and the Tower Operator to compel, at any time, specific performance by any AT&T Party or any AT&T Newco of its obligations under this Agreement or any of the Collateral Agreements or the right of the AT&T Parties and the AT&T Newcos to compel, after the Initial Closing, specific performance by Acquiror or the Tower Operator of its obligations under this Agreement or any of the Collateral Agreements that survive the Initial Closing.

(b) Notwithstanding anything to the contrary contained in this Agreement, none of the Debt Financing Sources, their respective Affiliates or their and their respective Affiliates' officers, directors, employees, advisors and agents, shall have any liability to the AT&T Parties or any of their Affiliates relating to or arising out of the failure to provide the Debt Financing, whether at law or equity, in contract, in tort or otherwise, and neither the AT&T Parties nor any of their Affiliates shall have any rights or claims against any of the Debt Financing Sources prior to the Initial Closing in connection with the financing of the Debt Financing, their respective Affiliates or their and their respective Affiliates' officers, directors, employees, advisors and agents hereunder, and in no event shall the AT&T Parties be entitled to seek the remedy of specific performance of this Agreement against the Debt Financing Sources.

SECTION 11.8 Netting of Losses; Tax Treatment. All payments made pursuant to this Article 11 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 the MPL) as adjustments to the Consideration and allocations required under Section 2.10(g). The amount of any indemnified Claim under this Article 11 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 12

TERMINATION

SECTION 12.1 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 AT&T and Acquiror;

(b) By AT&T or Acquiror, if the Initial Closing shall not have occurred on or prior to April 16, 2014; provided that if the conditions to the Initial Closing set forth in Section 10.1, Section 10.2(e) or Section 10.3(f) have not been satisfied or waived by April 16, 2014 and all other conditions to the Initial Closing set forth in Section 10.2 and Section 10.3 have been satisfied, waived or remain capable of satisfaction, either Party shall have the right to extend the Termination Date to July 15, 2014 (such date as extended pursuant to this Section 12.1(b), the “**Termination Date**”);

(c) By AT&T, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement made by Acquiror or the Tower Operator in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that the conditions set forth in Section 10.3(a) or Section 10.3(b) would not be satisfied by the Termination Date and such breach or condition is not capable of being cured by the Termination Date or, if capable of being cured, shall not have been cured by the earlier of (i) 60 days after the delivery of written notice of such breach or failure to perform and (ii) the Termination Date; provided, however, that the AT&T Parties, the AT&T Newcos and the Sale Site Subsidiaries may not terminate this Agreement pursuant to this Section 12.1(c) if they are then in material breach of any of their covenants or representations or warranties under this Agreement in a manner which would cause the failure of a closing condition;

(d) By Acquiror, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement made by the AT&T Parties, the AT&T Newcos or the Sale Site Subsidiaries in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that the conditions set forth in Section 10.2(a) or Section 10.2(b) would not be satisfied by the Termination Date and such breach or condition is not capable of being cured by the Termination Date or, if capable of being cured, shall not have been cured by the earlier of (i) 60 days after the delivery of written notice of such breach or failure to perform and (ii) the Termination Date; provided, however, that Acquiror and the Tower Operator may not terminate this Agreement pursuant to this Section 12.1(d) if they are then in material breach of any of their covenants or representations or warranties under this Agreement in a manner that would cause the failure of a closing condition; or

(e) By either AT&T or Acquiror, 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.

SECTION 12.2 *Effect of Termination.* If terminated pursuant to Section 12.1, 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 5.10, Section 7.6, the fourth and fifth sentences of Section 9.1(a), Section 9.5, Section 9.6, Section 9.14(a), Section 9.14(b) (in so far as it relates to information relating to this Agreement, the Collateral Agreements or the transactions contemplated hereby), the second sentence of Section 9.15(a), this Article 12 and Article 13 shall survive any termination and (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 date of this Agreement to the Initial Closing Date shall survive any termination until paid in full; provided, however, that except as expressly provided herein, no such termination shall relieve any Party from liability for Willful and Intentional Breach of this Agreement by such Party prior to such termination or fraud. With respect to the provisions that expressly survive termination, each of Acquiror and the AT&T 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.

ARTICLE 13

MISCELLANEOUS

SECTION 13.1 *Counterparts.* This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

SECTION 13.2 *Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.*

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement (including any action or proceeding against any Debt Financing Source arising out of or relating to this Agreement or the transactions contemplated hereby) exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, City of New York and appellate courts having jurisdiction of appeals from any of the foregoing (the "*Chosen Courts*"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the

Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (d) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 13.5 of this Agreement. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (including any legal proceeding against any Debt Financing Source arising out of or relating to this Agreement or the transactions contemplated hereby).

(b) For the avoidance of doubt, the provisions of Sections 4.5 and 4.6 of this Agreement are intended to supersede the application to this Agreement of Section 5-1311 of the New York General Obligations Law and any similar provision of Law in any other jurisdiction that establishes a default rule for the allocation of risk of loss following a casualty or condemnation.

SECTION 13.3 Entire Agreement. This Agreement (including any exhibits hereto), the AT&T Disclosure Letter, the Acquiror Disclosure Letter and the Collateral Agreements constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

SECTION 13.4 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 13.5 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 AT&T Party shall be deemed to have been delivered on behalf of the AT&T Parties and the AT&T Newcos. All notices shall be delivered to the relevant Party at the address set forth below:

If to the AT&T Parties, the AT&T Newcos or, prior to the Initial Closing, the Sale Site Subsidiaries, to:

AT&T
One AT&T Plaza
208 South Akard Street, Suite 3702
Dallas, Texas 75202
Attention: D. Wayne Watts
E-mail address: wayne.watts@att.com

and

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Arthur S. Adler
Anthony J. Colletta
E-mail address: adlera@sullcrom.com
collettaa@sullcrom.com

Sullivan & Cromwell LLP
1888 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Eric M. Krautheimer
E-mail address: krautheimere@sullcrom.com

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

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

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
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

and

Cravath, Swaine & Moore LLP
825 8th Avenue
New York, New York 10019
Attention: Stephen L. Burns
Erik R. Tavzel
Johnny G. Skumpija
E-mail address: sburns@cravath.com
etavzel@cravath.com
jskumpija@cravath.com

SECTION 13.6 Assignment; Successors and Assigns; Third Party Beneficiaries. This Agreement shall not be assignable (a) by any AT&T Party, AT&T Newco or, prior to the Initial Closing, any Sale Site Subsidiary without the express prior written consent of Acquiror or (b) by Acquiror, the Tower Operator or, after the Initial Closing, any Sale Site Subsidiary without the express prior written consent of AT&T, and any such assignment in violation of the foregoing shall be null and void; provided, however, that (i) each Party may assign all of its

rights and remedies (but none of its obligations) under this Agreement to one or more Subsidiaries of Acquiror (in the case of any assignment by Acquiror, the Tower Operator or, after the Initial Closing, the Sale Site Subsidiaries) or Subsidiaries of AT&T (in the case of any assignment by the AT&T Parties, AT&T Newco or, prior to the Initial Closing, the Sale Site Subsidiaries), including any special purpose entity formed in connection with the transactions contemplated by this Agreement and (ii) Acquiror, the Tower Operator or, after the Initial Closing, any Sale Site Subsidiary may assign all or any portion of their rights hereunder for collateral security purposes to their Debt Financing Sources pursuant to customary written documentation reasonably satisfactory to the AT&T Parties. This Agreement shall be binding upon and inure to the benefit of each Party and its successors, heirs, legal representatives and permitted assigns. Except as provided in Article 11, this Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder; provided, however, that the Debt Financing Sources shall be third party beneficiaries of Section 13.2(a), Section 13.7 and this Section 13.6.

SECTION 13.7 Amendment; Waivers; Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by a Party of a breach of or a default under any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Notwithstanding anything to the contrary contained in this Agreement, Section 11.7(b), Section 13.2(a), Section 13.6 and this Section 13.7 (and any provision of this Agreement to the extent an amendment, modification, waiver or termination thereof would amend or modify the substance of any of the foregoing provisions), any amendment, modification, waiver or termination of this Agreement that is not materially adverse to the Debt Financing Sources will be applicable to the Debt Financing Sources.

SECTION 13.8 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 13.9 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any of the Chosen Courts to the extent permitted by applicable Law, in addition to any other remedy to which they are entitled at law or in equity. 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.

SECTION 13.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties hereto shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

SECTION 13.11 Interpretation.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(b) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a 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 provision of this Agreement.

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.

AT&T INC.

By: /s/ Peter Knag

Name: Peter Knag

Title: Managing Director

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to Master Agreement]

[FORM OF]

MASTER PREPAID LEASE

BY AND AMONG

[AT&T NEWCOS],

AT&T MOBILITY LLC

AND

[TOWER OPERATOR]

Dated as of [____], 2013

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¹ At the Effective Date, Exhibit A shall include all “MPL Sites” under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

² At the Effective Date, Exhibit B shall include all “MPL Sites” that are “Lease Sites”, in each case under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

³ At the Effective Date, Schedules 1-A through 1-Q shall collectively include all “MPL Sites” under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

MASTER PREPAID LEASE

THIS MASTER PREPAID LEASE (this "Agreement") is entered into this [_____] day of [_____] 2013 (the "Effective Date"), by and among [_____] each a Delaware limited liability company (each, an "AT&T Lessor" and, collectively, the "AT&T Lessors"), AT&T MOBILITY LLC, a Delaware limited liability company, as AT&T Guarantor, and _____, a _____ ("Tower Operator"). AT&T Lessors, AT&T Guarantor and Tower Operator are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. Certain Affiliates of the AT&T Guarantor 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 desires to lease and 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 AT&T Collocator, an Affiliate of the AT&T Lessors and AT&T Guarantor, is leasing the AT&T 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 AT&T 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.

“AT&T” means AT&T Parent and Affiliates thereof that are parties to the Master Agreement.

“AT&T Collocator Competitor” means any Person principally in the business of providing wireline local exchange carrier or wireless services (including, without limitation, each of the Persons listed under the heading “AT&T Collocator Competitors” on Exhibit J), and any of such Person’s Affiliates.

“AT&T Communications Equipment” means any Communications Equipment at a Site owned or leased and used exclusively (subject to Section 9(b) of the MPL Site MLA) by one or more of AT&T Collocator and any Wholly Owned Affiliate.

“AT&T Ground Lease Party” means each AT&T 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 AT&T Lessor pursuant to the Master Agreement.

“AT&T Group” means, collectively, AT&T Parent and its Affiliates (including each AT&T Lessor, each AT&T Ground Lease Party and AT&T Collocator whose names are set forth in the signature pages of the MPL Site MLA or any Site Lease Agreement or the Master Agreement and any Affiliate of AT&T Parent that at any time becomes a “sublessee” under the MPL Site MLA in accordance with the provisions of such MPL Site MLA). Solely for purposes of Section 34, the term “AT&T Group” shall include each AT&T Group Member, the Affiliated group of corporations and each member of such group within the meaning of Code Section 1504 of which any AT&T 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, an “AT&T Partnership”); and, if applicable, any entity owned by an AT&T Group Member or AT&T Partnership that for federal income Tax purposes is disregarded as an entity separate from its owner.

“AT&T Group Member” means each member of the AT&T Group.

“AT&T Guarantor” means AT&T Mobility LLC, a Delaware limited liability company, and its permitted successors and assigns (to the extent permitted or required hereunder).

“AT&T Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to AT&T Communications

Equipment (other than a Tower), but excluding any Modification added by Tower Operator in accordance with Section 12. All utility connections that provide service to AT&T Communications Equipment, including those providing access and backhaul services, and all Improvements or other assets used in connection with any switching or wireline business of any AT&T Group Member (including any mobile telephone switching office and the switching and related equipment located at a Site), or any other Improvements owned by AT&T Collocator or any Wholly Owned Affiliate and not used in connection with the Collocation Operations, shall be deemed AT&T Improvements.

“AT&T Indemnitee” means each AT&T Lessor, each AT&T Ground Lease Party and AT&T 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).

“AT&T Parent” means AT&T Inc., a Delaware corporation.

“Available Space” means, as to any Site, the portion of the Tower and Land not constituting AT&T 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 Code” means Title 11 of the United States Code as amended from time to time, including any successor legislation thereto.

“Bankruptcy Event” means, as to any Person, the filing of any voluntary petition under federal or state bankruptcy or insolvency laws on behalf of such Person; the filing of any involuntary petition under federal or state bankruptcy or insolvency laws against such Person and the failure of such Person to promptly obtain dismissal of that filing or the continuation of the resulting proceeding for sixty (60) days or more, or any consent of such Person to such proceeding; the filing of any petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency of such Person; the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of such Person or its property; the making of any assignment for the benefit of creditors of such Person; the admission in writing of such Person’s inability to pay its debts generally as they become due; or the taking of any action in furtherance of any of the foregoing actions.

“Business Day” means any day other than a Saturday, a Sunday, a federal holiday or any other day on which banks in New York City are authorized or obligated by Law to close.

“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.

“Claims” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including reasonable fees and expenses of attorneys and other appropriate professional advisers).

“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 between an AT&T 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 an AT&T Group Member, such third party is not an Affiliate of such AT&T Group Member on the Effective Date), on the other hand, pursuant to which such AT&T 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 and guaranties related thereto (it being understood that in the case of a master collocation agreement, the Collocation Agreement shall be the applicable site lease agreement (including any rights, interests and provisions incorporated therein)). For clarity, utility and power-sharing agreements between an AT&T Group Member and a third party are not Collocation Agreements.

“Communications Equipment” means, as to any Site, all equipment installed at (i) the AT&T Collocation Space by or with respect to any AT&T Collocator or any Wholly Owned Affiliate 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, which 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.

“Emergency” means any event that causes, has caused or is reasonably likely to imminently cause (i) any bodily injury, personal injury or material property damage, (ii) the suspension, revocation, termination or any other material adverse effect as to any Governmental Approvals reasonably necessary for the use or operation of Communications Equipment or a Site, (iii) any material adverse effect on the ability of AT&T Collocator, or any Tower Subtenant, 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 the same may be amended or replaced from time to time, and all regulations promulgated under or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Clean

Air Act; the Clean Water Act; the Toxic Substances Control Act of 1976; 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 AT&T Communications Equipment or AT&T 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 not replaced and the applicable AT&T Lessor or Tower Operator has not otherwise secured the long term tenure of such Site or (ii) any Site that Tower Operator or its Affiliate or designee has previously purchased from the applicable AT&T 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).

“Final Determination” shall mean (i)(A) a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final after all appeals allowable by law and under this Agreement by either party to the action have been exhausted or the time for filing such appeals has expired or (B) in any case involving United States Federal income taxes where judicial review shall at the time be unavailable because the proposed adjustment involves a decrease in net operating loss carryforwards or business credit carryforwards, a decision, judgment, decree or other order of an administrative official or agency of competent jurisdiction, which decision, judgment, decree or other order has become final (i.e., where all administrative appeals have been exhausted by all parties thereto), (ii) a closing agreement entered into under Section 7121 of the Code or any other settlement agreement entered into in connection with an administrative or judicial proceeding, (iii) the expiration of the time for instituting suit with respect to the claimed deficiency or (iv) the expiration of the time for instituting a claim for refund or, if such a claim was filed, the expiration of the time for instituting suit with respect thereto.

“Force Majeure” means strike, riot, act of God (including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water), nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, aircraft or vehicle damage, natural disaster, governmental Laws, regulations, orders or restrictions.

“Governmental Approvals” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations 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 an AT&T Lessor or an AT&T Ground Lease 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 and guarantees 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 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, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“Improvements” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or Shelters, huts or buildings, electrical service and access for the placement and servicing of AT&T Collocator’s and, if applicable, each Tower Subtenant’s Improvements; (ii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iii) grounding rings; (iv) fencing; (v) signage; (vi) connections for telephone service or utility service up to the meter; (vii) hardware constituting a Tower platform to hold AT&T Collocator’s and, if applicable, each Tower Subtenant’s Communications Equipment; (viii) access road improvements; (ix) Shelters; (x) all marking/lighting systems and light monitoring devices; and (xi) 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). For clarity, Improvements do not include Communications Equipment.

“Included Property” means, with respect to each Site, (i) the Land related to such Site (including the applicable interest in any Ground Lease), (ii) the Tower located on such Site (including the AT&T Collocation Space) and (iii) the related Improvements (excluding AT&T Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site; but excluding, in each case of (i), (ii) and (iii), any Excluded Asset and all Tower Subtenant Communications Equipment.

“Inclusion” means the inclusion in the gross income of any AT&T 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 an AT&T Indemnitee or a Tower Operator Indemnitee, as the case may be.

“Initial Lease Sites” means the Sites subject to this Agreement as of the Effective Date, a list of which are set forth on Exhibit B hereto.

“Land” means, with respect to each Site, the tracts, pieces or parcels of land constituting such Site, together with all easements, rights of way and other rights appurtenant thereto.

“Law” means any law, statute, common law, 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 Subsequent 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 October 18, 2013, by and among Crown Castle International Corp., AT&T Parent, Tower Operator and the AT&T Lessors.

“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 any Improvement on any 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 similar 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 MPL Site Master Lease Agreement, dated of even date herewith, by and among Tower Operator, AT&T Collocator and AT&T Guarantor.

“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 AT&T Lessors and AT&T Ground Lease Parties.

“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.

“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.

“Post-Closing Liabilities” means all Liabilities that relate to or arise out of or in connection with the operation, use or occupancy of the Transferred Property of the applicable Purchase Site after the Purchase Option Closing Date. For the avoidance of doubt, “Post-Closing Liabilities” shall not include any Liabilities in connection with any Tower Bonds.

“Pre-Lease Rent” means, as to any tranche of Managed Sites, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable AT&T Lessor or and AT&T Ground Lease Party with respect to such tranche of Managed Sites 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 the AT&T 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 AT&T Lessor, AT&T Ground Lease Party, Tower Operator or AT&T 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 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 tranche of Lease Sites, the amount prepaid by Tower Operator, or any of its Affiliates on behalf of Tower Operator, to the applicable AT&T Lessor with respect to such tranche of Lease Sites 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 AT&T Communications Equipment or AT&T Improvements, the restoration of which shall be the sole cost and obligation of AT&T Collocator, and excluding any Tower Subtenant Communications Equipment or Tower Subtenant Improvements, the restoration of which shall be the sole cost and obligation of such Tower Subtenant) 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 AT&T 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, or an incremental payment triggered by, a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

“Risk of Forfeiture” means, with respect to a Site, that any portion of such Site is subject to imminent danger of loss or forfeiture, including by reason of a termination of the Ground Lease with respect to such Site.

“Sale Site MLA” means the Sale Site Master Lease Agreement dated as of _____, 2013, among [Sale Site Subsidiaries], [AT&T Collocator] and AT&T Guarantor.

“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). For purposes of this Agreement, the addition or removal of generators or similar systems used to provide power or back-up power at a Site shall be considered a Severable 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).

“Shelter” means a walk-in ground shelter for purposes of housing Communications Equipment, heating, ventilation and air conditioning units, generators and other equipment related to the use and operation of Communications Equipment; provided that such structure is owned and used, and intended for use, exclusively by one or more of AT&T Collocator and any Wholly Owned Affiliate. For the avoidance of doubt, “Shelters” shall not include equipment cabinets.

“Site” means each parcel of Land subject to this Agreement from time to time, 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 AT&T Improvements, AT&T Communications Equipment, any Tower Subtenant 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 19 Year Lease Sites, the last Business Day of 2032, (ii) as to the 20 Year Lease Sites, the last Business Day of 2033, (iii) as to the 21 Year Lease Sites, the last Business Day of 2034, (iv) as to the 22 Year Lease Sites, the last Business Day of 2035, (v) as to the 23 Year Lease Sites, the last Business Day of 2036, (vi) as to the 24 Year Lease Sites, the last Business Day of 2037, (vii) as to the 25 Year Lease Sites, the last Business Day of 2038, (viii) as to the 26 Year Lease Sites, the last Business Day of 2039, (ix) as to the 27 Year Lease Sites, the last Business Day of 2040, (x) as to the 28 Year Lease

Sites, the last Business Day of 2041, (xi) as to the 29 Year Lease Sites, the last Business Day of 2042, (xii) as to the 30 Year Lease Sites, the last Business Day of 2043, (xiii) as to the 31 Year Lease Sites, the last Business Day of 2044, (xiv) as to the 32 Year Lease Sites, the last Business Day of 2045, (xv) as to the 33 Year Lease Sites, the last Business Day of 2046, (xvi) as to the 34 Year Lease Sites, the last Business Day of 2047 and (xvii) as to the 35 Year Lease Sites, the last Business Day of 2048.

“Subsequent 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.

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

“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 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.

“Tower” means the communications towers or other support structures 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 Indemnitee” means Tower Operator and its Affiliates 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 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, the MPL Site MLA, the Sale Site MLA or any other agreement (including with a Tower Subtenant) that is in excess of the Revenue Sharing payment obligation (if any) 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, the Sale Site MLA, the MPL Site MLA or any other agreement (including with a Tower Subtenant); 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 no later than six (6) months after the termination or expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of an AT&T Lessor or AT&T Ground Lease Party 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 as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto; (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 as long as no foreclosure, distraint, sale or similar proceedings have been commenced with respect thereto; and (ix) any Lien or right otherwise caused or consented to by any AT&T Group Member.

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

“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, other than those owned by an AT&T Group Member or a third party other than a Tower Subtenant, 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 19 Year Lease Sites, 20 Year Lease Sites, 21 Year Lease Sites, 22 Year Lease Sites, 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 and 35 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.

“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 AT&T Lessor or any of its Affiliates; (ii) provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, any AT&T Lessor or any of its Affiliates or purports to grant any mortgage, pledge or other security interest on the interest of AT&T Lessor or any of its Affiliates in any Site; (iii) is between or among Tower Operator or any of its Affiliates, on the one hand, and any AT&T Lessor or any of its Affiliates, on the other

hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by this Agreement or any other Transaction Document shall be excluded from this clause (iii); (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 AT&T Lessor or any of its Affiliates under this Agreement and the Transaction Documents; or (v) settles or compromises any Dispute.

“Wholly Owned Affiliate” means (i) so long as AT&T Guarantor is wholly owned, directly or indirectly, by AT&T Parent, any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Parent or (ii) if AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, (A) any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Guarantor or (B) subject to Section 39, any Person that is directly or indirectly wholly owned by AT&T Parent (but with respect to any such Person described in this clause (ii)(B), only to the extent that such Person used the applicable Site as of the date AT&T Guarantor ceased to be wholly owned by AT&T Parent).

“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.

“19 Year Lease Purchase Option Closing Date” means the last Business Day of 2032.

“20 Year Lease Purchase Option Closing Date” means the last Business Day of 2033.

“21 Year Lease Purchase Option Closing Date” means the last Business Day of 2034.

“22 Year Lease Purchase Option Closing Date” means the last Business Day of 2035.

“23 Year Lease Purchase Option Closing Date” means the last Business Day of 2036.

“24 Year Lease Purchase Option Closing Date” means the last Business Day of 2037.

“25 Year Lease Purchase Option Closing Date” means the last Business Day of 2038.

“26 Year Lease Purchase Option Closing Date” means the last Business Day of 2039.

“27 Year Lease Purchase Option Closing Date” means the last Business Day of 2040.

“28 Year Lease Purchase Option Closing Date” means the last Business Day of 2041.

“29 Year Lease Purchase Option Closing Date” means the last Business Day of 2042.

“30 Year Lease Purchase Option Closing Date” means the last Business Day of 2043.

“31 Year Lease Purchase Option Closing Date” means the last Business Day of 2044.

“32 Year Lease Purchase Option Closing Date” means the last Business Day of 2045.

“33 Year Lease Purchase Option Closing Date” means the last Business Day of 2046.

“34 Year Lease Purchase Option Closing Date” means the last Business Day of 2047.

“35 Year Lease Purchase Option Closing Date” means the last Business Day of 2048.

“19 Year Lease Purchase Sites” means all 19 Year Lease Sites on the 19 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“20 Year Lease Purchase Sites” means all 20 Year Lease Sites on the 20 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“21 Year Lease Purchase Sites” means all 21 Year Lease Sites on the 21 Year Lease Purchase Option Closing Date then subject to the terms and provisions of this Agreement that are not Excluded Purchase Sites.

“22 Year Lease Purchase Sites” means all 22 Year Lease Sites on the 22 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 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.

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

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

“21 Year Lease Sites” means the Sites set forth on Schedule 1-C hereto.

“22 Year Lease Sites” means the Sites set forth on Schedule 1-D hereto.

“23 Year Lease Sites” means the Sites set forth on Schedule 1-E hereto.

“24 Year Lease Sites” means the Sites set forth on Schedule 1-F hereto.

“25 Year Lease Sites” means the Sites set forth on Schedule 1-G hereto.

“26 Year Lease Sites” means the Sites set forth on Schedule 1-H hereto.

“27 Year Lease Sites” means the Sites set forth on Schedule 1-I hereto.

“28 Year Lease Sites” means the Sites set forth on Schedule 1-J hereto.

“29 Year Lease Sites” means the Sites set forth on Schedule 1-K hereto.

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

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

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

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

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

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

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)
AT&T Lessor	Preamble
AT&T Lessor Extension Notice	Section 4(d)(iv)
AT&T Parent Affiliate	Section 39
AT&T Parent Affiliate License	Section 39
AT&T Obligations	Section 38(b)
Authorized Collocation Agreement Documents	Section 6(b)
Authorized Ground Lease Document	Section 4(b)
Casualty Notice	Section 35(a)
Chosen Courts	Section 37(b)

<u>Defined Term</u>	<u>Section</u>
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)
New Lease	Section 21(b)(iii)
NOTAM	Section 24(h)(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)
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)
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(d)
Transferred Property	Section 20(c)
Triggering Event	Section 34(c)

(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>
AT&T Newco LLC Agreement	Section 2.1(a)
AT&T Newco Separateness Agreement	Section 2.1(a)
AT&T's Share of Transaction Revenue Sharing Payments	Section 1.1
Collocation Operations	Section 1.1
Documentary Subsequent Closing	Section 1.1

Excluded Asset	Section 1.1
Managed Sale Site	Section 1.1
Management Agreement	Recitals
NEPA	Section 1.1
Permitted Liens	Section 1.1
Pre-Lease Site	Section 1.1
Sale Sites	Section 1.1
Taxing Authority	Section 1.1
Tower Bonds	Section 1.1
Tower Operator General Assignment and Assumption Agreement	Recitals
Tower Operator's Share of Transaction Revenue Sharing Payments	Section 1.1
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>
ASR	Section 6(a)(iii)
AT&T Collocation Space	Section 9(a)
AT&T Collocator	Section 1(a)
AT&T Rent Amount	Section 4(a)
Memorandum of Site Lease Agreement	Section 1(a)
Reserved Property	Section 1(a)
Site Lease Agreement	Section 1(a)
Termination Notice	Section 3(c)

(e) Construction. Unless the express context otherwise requires:

(i) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(ii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa;

(iii) any references herein to "\$" are to United States Dollars;

(iv) any references herein to a specific Section, Schedule or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of this Agreement;

(v) any references 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;

(vi) any use of the words “or”, “either” or “any” shall not be exclusive;

(vii) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(viii) references herein to any gender include each other gender; and

(ix) any provision providing 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, shall be construed as an obligation by Tower Operator or such Affiliate of Tower Operator to use commercially reasonable efforts to cause such Tower Subtenant’s compliance therewith.

SECTION 2. Documents; Operating Principles.

(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
Exhibit G	Form of Memorandum of Lease/Managed Sites
Exhibit H	Form of Memorandum of Assignment
Exhibit I	Reserved
Exhibit J	Certain AT&T Collocator Competitors
Exhibit K	Form of Power of Attorney

(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.

(d) 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 the AT&T 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 structured on an initial lump-sum basis (if such amounts payable are not capital contributions or other upfront payments for capital improvements to a Site related to the use of such Site by the collocator under such Collocation Agreement) or are otherwise 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 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 Subsequent Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Subsequent Closing, each AT&T Lessor hereby lets, leases and demises unto Tower Operator, and Tower Operator hereby leases, takes and accepts from such AT&T Lessor, the Included Property of all of the Lease Sites held by such AT&T Lessor. As to each Site, this Agreement is a grant of a leasehold, license or other interest in such Site (with respect to Sites that are owned by an AT&T Lessor in fee simple) or a subleasehold, sublicense or other interest in such Site (with respect to Sites that are subject to Ground Leases). 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. AT&T 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 for bankruptcy-law purposes (and without impairing the express rights of any Party hereunder), all Parties intend that this Agreement be treated as a single indivisible agreement.

(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 Subsequent Closing (after which the AT&T Lessors and Tower Operator shall execute and deliver at a Documentary Subsequent 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 AT&T Lessor and AT&T Ground Lease Party 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 AT&T Lessor or AT&T Ground Lease Party. 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 Subsequent Closing (if any) at which such Managed Site is converted to a Lease Site; provided, however, that for U.S. federal income Tax purposes this Agreement shall be treated as a lease of the Managed Sites as described in Section 3(i). 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 Included Property of the Managed Sites, Tower Operator shall manage, administer and operate the Included Property of each of the Managed Sites, subject to the provisions of this Agreement, in a commercially reasonable manner and pursuant to standards at least equal to those Tower Operator uses to manage, administer and operate the Included Property of the Lease Sites. Except as expressly provided herein (including Section 28), no AT&T Ground Lease Party nor AT&T Lessor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of the Included Property 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 AT&T Lessor or AT&T Guarantor or any of their respective Affiliates whatsoever as to its condition or suitability for the Permitted Use or any other 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 the AT&T Lessors or AT&T Guarantor 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 the Included Property of such Site that results

from the Permitted Use of the Site (other than the Rent and Pre-Lease Rent payable hereunder, any Option Purchase Price and revenue generated by an AT&T Group Member pursuant to the provision of services described in Section 19(d) of the MPL Site MLA), 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 AT&T Lessor or any of its Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transition Services Agreement, if any such revenue is paid to any AT&T Lessor or its Affiliates, such AT&T Lessor or its Affiliate receiving such revenue shall remit such revenue to Tower Operator promptly after receiving such revenue. Each AT&T Lessor and the applicable AT&T Ground Lease 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 from and after the Effective Date and related to or associated with the Included Property of the Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen, including all expenses due and accruing from and after the Effective Date under the Ground Leases and the Collocation Agreements. Each AT&T Lessor and the applicable AT&T Ground Lease Party (as applicable) shall direct (or cause its Affiliate to direct) applicable third parties, in writing, that all such expenses due and accruing after the Effective Date be collected from Tower Operator.

(g) Revenue Sharing Payments. AT&T Lessors shall pay, as and when due, AT&T's Share of Transaction Revenue Sharing Payments 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 that are required to be made in respect of the Rent and Pre-Lease Rent for all Sites.

(h) Filing of Financing Statements. Each AT&T Lessor hereby irrevocably authorizes Tower Operator or its designee to file in any relevant jurisdiction, at any time and from time to time, (x) any UCC-1 financing statement, which shall be substantially in the form of Exhibit F hereto, and any amendments thereto, (y) any memoranda of leases or Managed Sites, which shall be substantially in the form of Exhibit G hereto and any amendments thereto and (z) any memoranda of assignment, which shall be substantially in the form of Exhibit H 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. Each AT&T Lessor agrees, promptly upon request by Tower Operator, to use commercially reasonable efforts to provide Tower Operator with any information that is required or requested by Tower Operator in connection with the filing of any such financing statement or document.

(i) Tax Treatment. Notwithstanding anything to the contrary in this Agreement, and in accordance with the Tax Assumptions set forth in Section 34(a)(i), 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 the AT&T Lessors with respect to each of the

Lease Sites and the Managed Sites (excluding any Managed Sale Sites), and the Parties further agree to not take any position on any Tax return that is inconsistent with such treatment.

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 arising after the Effective Date. 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 each case unless such performance obligation is such that it requires performance by an AT&T Collocator of such obligations pursuant to the applicable Ground Lease or the MPL Site MLA). Should any Ground Lessor refuse the payment of Ground Rent for an applicable Site from any Person other than the applicable AT&T Lessor or its Affiliate, as applicable, then such AT&T Lessor or its Affiliate, as applicable, shall promptly pay such amount after Tower Operator pays or causes such amount to be paid to such AT&T Lessor or its Affiliate with instructions for such AT&T Lessor or its Affiliate, as applicable, to pay such amount to the applicable Ground Lessor. To the extent that any Ground Lease imposes or requires the performance by 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 or its authorized agents and employees. Tower Operator shall not engage in, and shall use commercially reasonable efforts to prevent any Tower Subtenant from engaging in, any conduct that would (i) constitute a breach of or default under any Ground Lease or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate the applicable AT&T Lessor's or AT&T Ground Lease Party's right as ground lessee under such Ground Lease, or to exercise any other rights or remedies to which Ground Lessor may be entitled for a default or breach under the applicable Ground Lease. In no event shall Tower Operator have any liability to any AT&T Group Member for any breach of, or default under, a Ground Lease caused by an act of, or failure to perform a duty required to be performed by, AT&T Collocator, any AT&T Lessor, any AT&T Ground Lease Party or any AT&T Group Member or a breach of this Agreement or the MPL Site MLA by any AT&T Collocator or any AT&T Lessor.

(b) Tower Operator Rights Under Ground Leases; Power of Attorney. Each AT&T Lessor hereby delegates to Tower Operator the sole and exclusive right to perform the obligations of, and assert and exercise the rights of, such AT&T Lessor and all AT&T Ground Lease Parties under all Ground Leases, subject to the terms and conditions of this Agreement and the MPL Site MLA. Tower Operator shall be entitled, subject to the standards set forth in Section 2(d) and this Section 4(b), 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 were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement and (iii) otherwise satisfies the following requirements of this Section 4 (each, an "Authorized Ground Lease Document"). Each AT&T Lessor hereby grants Tower Operator a limited power of attorney and hereby appoints Tower Operator as its attorney in fact to (x) review, negotiate and execute on behalf of such AT&T 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, but excluding any Unauthorized Documents and (y) prepare and submit any applications or requests for Governmental Approvals, including with respect to Zoning Laws, related to operating the Site or to support the needs of a Tower Subtenant. Each AT&T Lessor agrees to execute, from time to time, such other documents and certificates (including a separate power of attorney, including a power of attorney in the form attached as Exhibit K) as Tower Operator may reasonably request to evidence the power of attorney granted in the preceding sentence and the appointment of Tower Operator as such AT&T Lessor's attorney thereby. AT&T Guarantor agrees to cause each AT&T Ground Lease 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 AT&T Ground Lease 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, but excluding any Unauthorized Documents. Each AT&T Lessor agrees, and AT&T Guarantor agrees to cause each AT&T Ground Lease Party, to execute and deliver, as promptly as reasonably practicable and in any event within 15 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. Except as expressly provided above in this Section 4(b) or otherwise in this Agreement, Tower Operator shall not be entitled to act as agent for, or otherwise on behalf of, any AT&T Lessor or its Affiliate or to bind any AT&T Lessor or its Affiliate in any way whatsoever.

(c) Exercise of Existing Ground Lease Extensions. During the term (including any renewal terms) of any Ground Lease relating to any Site, Tower Operator agrees to timely 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, in accordance with Section 4(d). Each AT&T Lessor and AT&T Ground Lease Party agrees that it will not take any action with respect to any Ground Lease that is reasonably likely to cause such Ground Lease to be prematurely terminated without the prior written approval of Tower Operator, in Tower Operator's reasonable and good faith determination. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if AT&T 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 therein, (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 AT&T Collocator under the MPL Site MLA or (C) if as to such Site, AT&T Collocator has given a Termination Notice under the MPL Site MLA whose effective date precedes the expiration date of the Ground Lease (determined without regard to such extension option).

(d) Negotiation of Additional Ground Lease Extensions.

(i) Tower Operator shall use commercially reasonable efforts, consistent with its normal course of business for ground leased tower sites where Tower Operator or its Affiliate are the direct lessees under the ground lease, to negotiate and obtain, in accordance with the standards set forth in Section 2(d), the further extension of the term of all Ground Leases subject to the provisions of Section 4(b) and this Section 4(d). Each AT&T Lessor, if requested by Tower Operator, shall use commercially reasonable efforts to assist Tower Operator in obtaining such further extensions (and not interfere with Tower Operator); provided, however, that such AT&T Lessor shall not be required to expend any funds in connection therewith or accept any liability for which Tower Operator is responsible under this Agreement. Beginning on the date that is seven (7) years prior to such expiration, Tower Operator will reasonably apprise the applicable AT&T Lessor or AT&T Ground Lease Party, on the applicable AT&T Lessor's or AT&T Ground Lease Party's request from time to time (but no more frequently than two (2) times per year), of the progress of Tower Operator's negotiations with the applicable Ground Lessor. Tower Operator shall be fully responsible for any Tower Operator Negotiated Increased Revenue Sharing Payments. Tower Operator shall have the exclusive right to negotiate with Ground Lessors and obtain the further extension of the term of all Ground Leases at all times until the date that is two (2) years before the expiration date of the applicable Ground Lease (or until the date that is six (6) months 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). If the applicable Ground Lease contains a right of first offer, right of first refusal or similar provision in favor of the lessee thereunder, Tower Operator shall have the exclusive right to exercise the rights under such provision; provided, however, that if Tower Operator fails to exercise its rights under such provision, the applicable AT&T Lessor or its Affiliate shall be entitled to exercise the lessee's rights thereunder and Tower Operator shall do all things reasonably necessary to facilitate such exercise. In furtherance of the foregoing, the applicable AT&T Lessor shall do all things reasonably necessary to facilitate the exercise of any right of first offer, right of first refusal or similar provision by Tower Operator, and Tower Operator shall use commercially reasonable efforts to coordinate its exercise or non-exercise of any right of first offer, right of first refusal or similar

provision with the applicable AT&T Lessor or its Affiliate so as to permit such AT&T Lessor or Affiliate to timely exercise any such right in the event Tower Operator declines to do so.

(ii) Tower Operator shall provide AT&T 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 AT&T Lessor or any AT&T Ground Lease Party pursuant to a power of attorney granted pursuant to or as contemplated by Section 4(b), which may be provided in electronic form and (C) all related material documents executed in connection with any Tower Operator Negotiated Renewal as may be reasonably requested by any AT&T Lessor (except privileged or confidential documents or where such disclosure is prohibited by Law).

(iii) Tower Operator shall provide the applicable AT&T Lessor or AT&T Ground Lease Party with notice (a "Tower Operator Extension or Relocation Notice") no later than two (2) years before the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than with respect to any such Ground Lease that is scheduled to expire within two (2) years 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 AT&T Collocator's use at no additional cost to AT&T Collocator (in which case such notice shall also describe Tower Operator's plans to relocate AT&T Communications Equipment in a manner that shall result in no costs to AT&T Collocator and no interruption of AT&T Collocator's business).

(iv) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or AT&T Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable AT&T Lessor or its Affiliate shall have the right, but not the obligation, to commence negotiations with the applicable Ground Lessor under the expiring Ground Lease; provided, however, that such AT&T Lessor (and its Affiliates) may not commence such negotiations until the date that is two (2) years before the expiration date of the applicable Ground Lease (or until the date that is six (6) months 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 purposely adversely affect Tower Operator's economic interests in the applicable Site at any time; provided, further, that such AT&T Lessor or its Affiliate must negotiate any extension on commercially reasonable terms. Upon notice from the applicable AT&T 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 AT&T Lessor or its Affiliate may negotiate an extension or renewal of the applicable Ground Lease on commercially reasonable terms. If the applicable AT&T Lessor or its Affiliate completes the foregoing negotiations for, and executes, such Ground Lease

extension or renewal, then such AT&T Lessor shall provide notice to Tower Operator of same (the "AT&T 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 the applicable AT&T Lessor or its Affiliate elects to compel Tower Operator to, or Tower Operator notifies such AT&T Lessor or its Affiliate within 30 days of its receipt of the AT&T Lessor Extension Notice that it elects to, resume Tower Operator's obligations under Section 4(a) and the MPL Site MLA 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 AT&T Lessor of same; provided that the applicable AT&T Lessor or AT&T Ground Lease Party may compel Tower Operator to resume its obligations only if the terms of such Ground Lease comply with the standards set forth on Schedule 5(d). If the applicable AT&T Lessor or AT&T Ground Lease Party elects to compel or if Tower Operator elects to resume its obligations under Section 4(a) and the MPL Site MLA, then (x) Tower Operator shall reimburse the applicable AT&T Lessor or its Affiliate 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 AT&T Lessor or its Affiliate and (z) this Agreement shall continue in full force and effect with respect to such Site 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 AT&T Lessor or any AT&T Ground Lease Party 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 (including, without limitation, in Section 9).

(e) Acquisition of Ground Lease by Tower Operator Affiliate or AT&T Affiliate. In the event that Tower Operator or its Affiliate acquires an interest in fee simple or an easement in the Land of any Site that is subject to a Ground Lease as of the Effective Date, Tower Operator or such Affiliate shall execute and deliver such documentation as is necessary to create a ground lease with respect to such Site with the applicable AT&T Lessor for such Site (which ground lease shall be subject to the terms of this Agreement as the Ground Lease hereunder) for a term of no less than fifty (50) years from the date of such acquisition (or, if earlier, the length of the applicable easement) and on other terms (including rent payment terms)

substantially the same as the terms of the applicable Ground Lease in effect as of the Effective Date. In the event that any AT&T Lessor or any of their Affiliates acquires an interest in fee simple or an easement in the Land of any Site that is subject to a Ground Lease as of the Effective Date, the applicable AT&T Lessor or such Affiliate shall execute and deliver such documentation as is necessary to create a ground lease with respect to such Site with the applicable AT&T Lessor for such Site (which ground lease shall be subject to the terms of this Agreement as the Ground Lease hereunder) for a term of no less than fifty (50) years from the date of such acquisition (or, if earlier, the length of the applicable easement) and on other terms (including rent payment terms) substantially the same as the terms of the applicable Ground Lease in effect as of the Effective Date.

SECTION 5. AT&T Lessor Rights and Obligations With Respect to the Ground Leases.

(a) As to any Site, no AT&T Lessor or any other AT&T Group Member shall be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and no AT&T Lessor or any other AT&T Group Member shall 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 AT&T Lessor or any other AT&T 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 AT&T 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 AT&T Lessor, AT&T Collocator or any other AT&T Group Member or any of their agents or employees, Tower Operator shall promptly cure or otherwise remedy such default or noncompliance at its sole cost and expense. If such default or non-compliance is caused by any AT&T Lessor, AT&T Collocator or any other AT&T Group Member or any of their agents or employees, AT&T Lessors or AT&T Collocator shall cause such default or non-compliance to be cured or otherwise remedied at its sole cost and expense.

(c) If Tower Operator does not pay all or any portion of the Ground Rent when due and payable, or if Tower Operator breaches or commits a default under any other term of a Ground Lease, and either (x) Tower Operator is not diligently and in good faith contesting the same or (y) a Risk of Forfeiture exists as a result of the same, then the applicable AT&T Lessor or AT&T Ground Lease Party may seek to cure such default under any applicable Ground Lease by making payment of the unpaid Ground Rent or performance of the breached or defaulted obligation to the applicable Ground Lessors. Within 10 days following receipt of an invoice therefor, Tower Operator shall reimburse the applicable AT&T Lessor or AT&T Ground Lease Party for all such payment or performance by such AT&T Lessor or AT&T Ground Lease Party under the Ground Lease.

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 Subsequent Closing Date for each additional Lease Site, the applicable AT&T 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 prepared by Tower Operator or a Tower Subtenant and reasonably necessary to confirm same to a counterparty under a Collocation Agreement, at Tower Operator's sole cost and expense within 15 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if AT&T Lessor or an AT&T Ground Lease Party reasonably determines it to be unduly burdensome, such AT&T Lessor or AT&T Ground Lease 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, trust or other legal entity. In accordance with the provisions of Section 2(d), 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 Collocation Agreements applicable to the Lease Sites (collectively, the "Authorized Collocation Agreements Documents"). Each AT&T 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 AT&T Lessor under and enforce the terms of all Collocation Agreements with respect to Lease Sites subject to the provisions of Section 2(d).

(c) Collocation Agreements for Managed Sites. In respect of each Managed Site, the applicable AT&T Lessor and each AT&T Ground Lease 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 and prepared by Tower Operator to confirm same to a counterparty under a Collocation Agreement, at Tower Operator's sole cost and expense within 15 Business Days of receipt of a request therefor from Tower Operator; provided, however, that, if AT&T Lessor or an AT&T Ground Lease Party reasonably determines it to be unduly burdensome, such AT&T Lessor and each AT&T Ground Lease 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, trust or other legal entity. In accordance with the provisions of Section 2(d), Tower Operator may enter into waivers, amendments, extensions, restatements, renewals and any other documentation relating to any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new Collocation Agreements applicable to the Managed Sites. Each AT&T Lessor hereby (i) assigns and delegates to Tower Operator the sole and exclusive right to perform the obligations of and assert and exercise the rights of such AT&T Lessor and all AT&T Ground Lease Parties under all Collocation Agreements during the Term with respect to Managed Sites, subject to the provisions of Section 2(d), and (ii) hereby grants Tower Operator a

limited power of attorney and hereby appoints Tower Operator as its attorney in fact to assert and exercise the rights of such AT&T Lessor and all AT&T Ground Lease Parties under all Collocation Agreements during the Term.

(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 the AT&T Lessors and all AT&T Ground Lease 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) End of Term. Unless Tower Operator exercises the Purchase Option with respect to a Site under Section 20, the assignment by the applicable AT&T Lessor to Tower Operator of the Collocation Agreements in respect of each Site shall automatically terminate and expire and all Collocation Agreements (including, for clarity, Collocation Agreements entered into by Tower Operator after the Effective Date) shall automatically be (or be deemed) reassigned or assigned, as the case may be, to such AT&T Lessor or its designee, and such AT&T 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 the applicable AT&T Lessor or AT&T Ground Lease Party 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 and created by a Person other than Tower Operator, (ii) created by the AT&T Lessors or any of their 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. Tower Operator shall execute all documentation reasonably necessary to confirm such reassignment or assignment, as the case may be, to a counterparty under a Collocation Agreement, at AT&T Lessor's sole cost and expense; provided, however, that, if Tower Operator reasonably determines it to be unduly burdensome, Tower Operator 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, trust or other legal entity.

(f) New Collocation Agreements. Subject to Section 2(d), Tower Operator shall be permitted to negotiate and enter into, amend or modify any Collocation Agreements in its sole discretion, without the consent of any AT&T Lessor; provided, however, that such Collocation Agreements must comply with the requirements set forth in Section 2(d)(C).

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 AT&T 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 AT&T Collocator's operation, use or enjoyment of the AT&T 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 Liens, 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 Liens, 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 on the Subsequent Closing Date with respect to all other Lease Sites, and in each case shall expire on the applicable Site Expiration Date, subject to the termination provisions of Section 29, Section 35 and Section 36 and the other provisions of this Agreement. The term of this Agreement, as to each Managed Site, shall commence on the Effective Date and shall expire on the applicable Site Expiration Date, subject to the termination provisions of Section 29, Section 35 and Section 36 and the other provisions of this Agreement; provided, however, that as of a Subsequent 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 further, 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.

(b) Assignment, Restoration and Removal.

(i) Upon the expiration or earlier termination of the Term as to any Site due to expiration or termination of any Ground Lease, the applicable AT&T Lessor or AT&T Ground Lease Party shall transfer such Site to Tower Operator in accordance with and as described in Section 20(c), subject to the applicable AT&T Lessor's or AT&T Ground Lease Party's receipt of any consent required for such assignment (which such AT&T Lessor or AT&T Ground Lease Party shall use commercially reasonable efforts to obtain), whereupon the applicable AT&T Lessor or AT&T Ground Lease Party shall be released from any and all further obligations under such Ground Lease and under this Agreement in respect of such Site (including, without limitation, Section 20), and

Tower Operator hereby acknowledges and consents to such release. Notwithstanding the foregoing or any provision herein to the contrary, the applicable AT&T Lessor or AT&T Ground Lease Party shall remove any ground-based electronics, batteries, fuel tanks and Hazardous Materials from each Site that were introduced or employed by AT&T Collocator or another AT&T Group Member or under any of their supervision or direction by or before the expiration or earlier termination of the Term as to any Site due to expiration or termination of any Ground Lease.

(ii) If the applicable AT&T Lessor or AT&T Ground Lease Party cannot assign its ownership interest in a Site to Tower Operator in accordance with Section 9(b)(i), then upon the expiration or earlier termination of the Term as to any Site, and if required by the applicable Ground Lease or otherwise reasonably necessary to prevent liability of the applicable AT&T Lessor or AT&T Ground Lease Party to the Ground Lessor or any Governmental Authority, Tower Operator, if requested by the applicable AT&T Lessor or AT&T Ground Lease Party, shall, in accordance with instructions of such AT&T Lessor or AT&T Ground Lease Party, 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) cause the Tower Subtenants on such Site to stop and cease the operation of their respective Communications Equipment on such Site (unless prohibited by a Tower Subtenant's Collocation Agreement entered into before the Effective Date and not amended or modified by or its term extended by Tower Operator after the Effective Date) and (B) remove the Tower and any Improvements (whether or not constituting Severable Modifications) other than AT&T Improvements from such Site and otherwise restore such Site to the condition required under the applicable Ground Lease or applicable Law.

(iii) 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 AT&T Lessor or AT&T Ground Lease Party for disposition by such AT&T Lessor or AT&T Ground Lease Party or its designee, who shall reimburse Tower Operator for its cost of removal thereof, in an amount not to exceed the net sales proceeds such Person receives from the dispositions thereof, if any, 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 AT&T Lessor or AT&T Ground Lease Party when and as received by Tower Operator.

(iv) Any Severable Modifications not removed by Tower Operator within such 30-day period shall, at the applicable AT&T Lessor's or AT&T Ground Lease Party's option, be deemed abandoned by Tower Operator and title to such Severable Modifications shall automatically, without further action, vest in such AT&T Lessor or AT&T Ground Lease Party; provided, however, that Tower Operator shall remain liable for the costs of removal of such Severable Modifications.

(c) No Refund or Credit for Rent or Pre-Lease Rent. Except as otherwise expressly provided in the Master Agreement, in the event of the expiration or termination 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 any Site.

(d) Additional End of Term Obligations. Upon the expiration or 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), if Tower Operator has not exercised its Purchase Option with respect to such Site, Tower Operator shall (i) if requested by the applicable AT&T Lessor or AT&T Ground Lease Party, deliver or cause to be delivered to such AT&T Lessor or AT&T Ground Lease Party, at such AT&T Lessor's or AT&T Ground Lease Party'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, however, that to the extent such documents are customarily maintained in electronic form accessible through commonly used business software, Tower Operator may deliver such documents in electronic form, except privileged or confidential documents or where such disclosure is prohibited by Law, (ii) assign to such AT&T Lessor or AT&T Ground Lease Party, at such AT&T Lessor's or AT&T Ground Lease Party's sole cost and expense, all Collocation Agreements, (iii) deliver notices of the expiration of the Term to any Ground Lessor and any counterparty to a Collocation Agreement, as applicable and as directed by such AT&T Lessor or AT&T Ground Lease Party, (iv) execute, at such AT&T Lessor's or AT&T Ground Lease Party's sole cost and expense, any recordable documentation required by such AT&T Lessor or AT&T Ground Lease Party in order to terminate any Memorandum of Site Lease Agreement with respect to such Sites, (v) use commercially reasonable efforts to provide to such AT&T Lessor or AT&T Ground Lease Party transition services of the type such AT&T Lessor or AT&T Ground Lease Party or their Affiliates are providing to Tower Operator in the Transition Services Agreement on commercially reasonable and then prevailing market terms, (vi) reasonably cooperate in good faith with such AT&T Lessor or AT&T Ground Lease Party to effect the efficient and orderly transition of possession, operation, regulatory compliance records, use or occupancy (as applicable) of such Sites and the related collocation business and (vii) enter into such agreements as are reasonably necessary to appropriately bifurcate the rights, interests, duties and obligations of Tower Operator under the Collocation Agreements.

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 pay the AT&T 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 upfront 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 upfront 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 AT&T Lessor, AT&T 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 Subsequent Closing, then the remaining portion of the Pre-Lease Rent allocable to the periods from and after the Subsequent Closing Date shall thereafter be allocated to and constitute Rent for the applicable Site for the corresponding periods after such Subsequent Closing Date; 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 or disqualified 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 AT&T 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 and Pre-Lease Rent allocated pursuant to Section 10(c) solely for purposes of determining the AT&T 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 AT&T 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 and Pre-Lease 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 AT&T Lessor and such AT&T 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 Tower Operator shall provide AT&T Collocator, upon AT&T Collocator's request from time to time, but not to be more frequently than on a quarterly basis, with a 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 AT&T 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 or superior to 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 AT&T Lessor shall be responsible 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. AT&T Lessor assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of AT&T Lessor's non-compliance from and after the Effective Date with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement or the MPL Site

MLA. 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 AT&T 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, and provided the Ground Lessor is not obligated to maintain access to such 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 AT&T Lessor. In the event that access to any Site is controlled by a Ground Lessor or other third party, Tower Operator will use commercially reasonable efforts to coordinate with such Ground Lessor or other third party to cause the applicable AT&T Lessor to have access consistent with this Section 11(c).

SECTION 12. Tower Operator Requirements for Modifications; Title to Modifications; Work on the Site.

(a) Subject to the requirements of this Section 12 (and the limitations set forth in Section 34(a)(ii)(D)-(E)), Tower Operator may from time to time make such Modifications as Tower Operator elects, including the addition or removal of land, construction, modification or addition to the Tower or other Improvements or any other structure or the reconstruction, replacement or alteration thereof; provided that Tower Operator shall provide not less than ten (10) Business Days' notice to the applicable AT&T Lessor or AT&T Ground Lease Party if such Modification adversely affects such AT&T Lessor or AT&T Ground Lease Party. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to, or materially adversely affecting, any AT&T Improvement or modify or replace any AT&T Communications Equipment except in the event of an Emergency as to which Tower Operator is not the cause or source (and, in such an Emergency, Tower Operator shall make reasonable efforts to notify the AT&T Lessors prior to taking such actions and shall reimburse AT&T Collocator for any damage caused by Tower Operator or its agents; provided that if (i) any of AT&T Lessor, AT&T Collocator or any other AT&T Group Member or (ii) any AT&T Communications Equipment or AT&T Improvements are determined to be the cause or source of an Emergency, AT&T Collocator shall be responsible and shall reimburse Tower Operator for all costs and expenses related to such Emergency). Title to each Modification shall without further act or instrument vest in the applicable AT&T Lessor or AT&T Ground Lease Party and be deemed to constitute a part of the Site and be subject to this Agreement if, but only if, such Modification is required pursuant to Section 6(a) of the MPL Site MLA or is a Non-Severable Modification; provided, however, if Tower Operator exercises its Purchase Option with respect to such Site, title to all Modifications will transfer to Tower Operator. Title to all other Modifications shall vest in Tower Operator.

(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 Tower Operator has obtained all Governmental Approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work. Each AT&T 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 Governmental 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 or the subject Tower Subtenant's sole cost and expense and Tower Operator or the subject Tower Subtenant shall be responsible for payment of same. Tower Operator or the subject Tower Subtenant shall 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 or the subject Tower Subtenant shall promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator or the subject Tower Subtenant shall pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work. Tower Operator may pass on any of the foregoing costs and expenses in whole or in part to a Tower Subtenant.

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 or as otherwise provided by Law 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 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, then, for so long as such limitation is applicable, 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 AT&T Lessors.

SECTION 14. Limitations on 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 AT&T Lessor, which consent shall not be unreasonably conditioned, withheld or delayed, incur, grant or permit to exist (and shall cause its Affiliates, contractors and their subcontractors, and shall use commercially reasonable efforts to cause Tower Subtenants and their contractors and subcontractors, not to 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 the applicable AT&T Lessor's or AT&T Ground Lease Party's prior written consent, or any Lien described in clauses (i), (ii) or (viii) of the definition of "Tower Operator Permitted Lien" ceases to be a Tower Operator Permitted Lien by reason of the commencement of a foreclosure, distraint, sale or similar proceeding, 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 (and in any event prior to any loss or forfeiture) except as expressly permitted in connection with a contest of such Lien in accordance with Section 14(b). If Tower Operator fails 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 as a result of such Lien, the applicable AT&T Lessor or AT&T Ground Lease Party may cause it to be discharged and may pay the amount of such Lien in order to do so, and shall be reimbursed therefor by Tower Operator within 10 days after such payment. 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 AT&T 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 a Risk of Forfeiture exists by virtue of or by reason of such claim of Lien, such claim shall be complied with as promptly as practicable, but in any event prior to any loss or forfeiture. Each AT&T 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. Tower Operator shall notify AT&T Lessors in writing promptly following the satisfaction, repayment or termination of any Secured Tower Operator Loan that has been afforded the protections set forth in Section 21.

SECTION 15. Tower Operator Indemnity; AT&T 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 AT&T Indemnitee harmless from, against and in respect of any and all Claims (other than Claims that the subject of, or are addressed by, paragraphs (ii) through (iv) of this Section 15(a)) 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 (x) ownership or (y) use, operation, maintenance or occupancy (other than the use, operation, maintenance or occupancy by any AT&T Indemnitee), in each case, of any part of a Site from and after the Effective Date, including all obligations that relate to or arise out of any Ground Lease from and after the Effective Date;

(C) any work at a Site performed by or at the direction of a Tower Operator Indemnitee;

(D) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; 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 Tower Operator and its Affiliates, agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

Notwithstanding the foregoing, Tower Operator will (x) only be obliged to indemnify, defend and hold the AT&T Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of Section 2(d) (other than clause (A)(y) of the last sentence of Section 2(d)(i)) in the event that the Purchase Option with respect to the applicable Site is not exercised by the Tower Operator in accordance with the MPL and (y) not be obliged to indemnify, defend and hold the AT&T 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 AT&T 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) AT&T Collocator shall have vacated such Site, Tower Operator further agrees to indemnify, defend and hold each AT&T Indemnitee harmless from, against and in respect of all Claims, costs and expenses that are incurred by the applicable AT&T Lessor from and after 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 or extend an existing Collocation Agreement, in each case 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 AT&T 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 AT&T 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 AT&T Lessor or AT&T Ground Lease Party harmless for any losses incurred by such AT&T Lessor or AT&T Ground Lease Party 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 AT&T Lessor's or AT&T Ground Lease Party'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 AT&T Collocator or its Affiliates and shall not be required to indemnify, defend or hold such AT&T Lessor and AT&T Ground Lease Party harmless with respect to any losses or Claims arising from or relating to the use of any Site by AT&T Collocator or any of its Affiliates).

(v) Tower Operator further agrees to indemnify, defend and hold each AT&T Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any

AT&T Indemnitee with respect to the matters covered in such provision.

(b) AT&T Lessor Indemnity.

(i) Without limiting any AT&T Lessor's other obligations under this Agreement, the AT&T 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) any AT&T Indemnitee's ownership, use, operation, maintenance or occupancy of any AT&T Communications Equipment or any portion of any Site (including the AT&T Collocation Space and any Reserved Property) in violation of the terms of the MPL Site MLA or any applicable Ground Lease;

(C) any work at a Site performed by or at the direction of an AT&T Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that AT&T Lessor elects to perform under Section 28);

(D) the acts or omissions of an AT&T Indemnitee or any of their respective engineers, contractors or subcontractors; 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 AT&T Lessor or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) AT&T 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 AT&T 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 reasonable out-of-pocket 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 reasonable out-of-pocket 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 out-of-pocket 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 respond within 30 days, the Indemnified Party shall send a second notice to the Indemnifying Party, marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER PREPAID LEASE WITH THE UNDERSIGNED AND FAILURE TO RESPOND SHALL RESULT IN YOUR RIGHT TO OBJECT BEING WAIVED" and the envelope containing the request must be marked

“PRIORITY”. If the Indemnifying Party does not notify the Indemnified Party within such 5 Business Days after the receipt of such second notice 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 timely disputes the existence or scope of an obligation to indemnify for the Claim, 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 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 37(b).

(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 except in compliance with the terms, conditions and procedures set forth in the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by any AT&T Group Member, without the AT&T Lessors’ consent, which may be granted or withheld in the AT&T Lessors’ sole discretion.

(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 AT&T 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 AT&T 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. 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 AT&T Communications Equipment or any other Tower Subtenant’s Communications

Equipment), paying as they become due all premiums for such insurance (it being understood that the insurance required under this Section 16(b) does not represent all coverage or limits necessary to protect Tower Operator or a limitation of Tower Operator's liability to the AT&T Lessors pursuant to this Agreement):

(i) commercial general liability insurance, written on Insurance Services Office (ISO) Form CG 00 01 or its equivalent, insuring against all liability of Tower Operator (including actions of Tower Operator's officers, employees, agents, licensees and invitees conducting business on its behalf) 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 \$1.0 million for bodily injury or property damage or as a result of one occurrence, and \$2.0 million for bodily injury or property damage in the aggregate. With respect to any policy written on a "claims-made" or "extended discovery" basis, Tower Operator will maintain coverage as to a Site for two years following the Term of this Agreement or the completion of all work associated with this Agreement, whichever is later;

(ii) umbrella or excess liability insurance with limits of \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount of \$100.0 million in the aggregate for all Sites and Sale 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 AT&T Communications Equipment and AT&T Improvements); provided that this Section 16(b)(iii) may be satisfied through a blanket policy of insurance that applies to other locations that are not Sites;

(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 accident, by disease-policy limit, and each employee;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall be \$1.0 million combined single limit for each accident and for bodily injury and property damage;

(vi) earthquake insurance (for Sites located in areas historically known for earthquake activity) in an amount equal to the replacement value of the Site and the Included Property at the Site; and

(vii) 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 AT&T 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 property insurance and (ii) provide that the insurer gives 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 AT&T 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 AT&T Lessor a certificate or certificates of insurance evidencing the existence of all required insurance and applicable endorsements 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. All insurance obtained by Tower Operator shall be primary to any insurance carried by the AT&T Lessors and all insurance maintained by the AT&T Lessors shall be non-contributory.

(d) Insurer Requirements. All policies of insurance required under this Section 16 shall be written on companies rated "A-VII" or better 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 AT&T 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 AT&T Lessor whenever any such separate insurance is taken out by it and shall deliver to such AT&T Lessor original certificates evidencing such insurance.

SECTION 17. Estoppel Certificate; AT&T Lessor Financial Reporting.

(a) Each of Tower Operator and each AT&T Lessor, from time to time upon 10 Business 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 AT&T Lessor, at such AT&T Lessor's cost and expense (but at no cost and expense to such AT&T Lessor to the extent such information is independently prepared by Tower Operator in connection with any loan secured by a Mortgage), 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 AT&T Lessor for the purposes of such AT&T

Lessor and its Affiliates preparing financial statements, complying with the requirements of GAAP 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 AT&T Lessor, Tower Operator may not assign this Agreement or any of Tower Operator's rights, interests, duties or obligations under this Agreement in whole or in part to any Person; provided that AT&T Lessors' consent shall not be required if the assignee is not an AT&T Collocator Competitor and (x) meets the Assumption Requirements and is a Qualified Tower Operator (as defined below), (y) meets the Assumption Requirements and is an Affiliate of Tower Operator or (z) is 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 so long as such Tower Operator Lender that is a mortgagee of a Mortgage on the Included Property of any Site is a Qualified Tower Operator or, in connection with any foreclosure with respect to a Mortgage, appoints a Qualified Tower Operator (which may be an AT&T Group Member) to operate and manage the Included Property of the Sites following any foreclosure of the Mortgage), 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, or that is owned or managed by Persons who have, a good business reputation and at least five (5) years' experience in the management and operation of communication towers in the United States.

(ii) Tower Operator shall deliver to the AT&T Lessors documentation reasonably satisfactory to such AT&T 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) AT&T Lessor and AT&T Collocator Assignment and Subletting Rights.

(i) Subject to Section 20, none of AT&T Guarantor, any AT&T Lessor or AT&T Ground Lease 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 AT&T Collocator from transferring or otherwise disposing of its interests in the AT&T Collocation Space in accordance with the terms and conditions of the MPL Site MLA.

(iii) Neither AT&T Guarantor nor AT&T 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; provided that Tower Operator's consent shall not be required in the case of an assignment by AT&T Guarantor of this Agreement to a successor Person of AT&T Guarantor by way of merger, consolidation or other business combination or a sale of all or substantially all of the assets of AT&T Guarantor if such successor Person or Person acquiring all or substantially all of the assets of AT&T Guarantor executes documentation reasonably satisfactory to Tower Operator assuming the obligations of AT&T Guarantor hereunder and becomes "AT&T Guarantor" for all purposes hereunder. AT&T Guarantor and each AT&T Lessor hereby agrees that any attempt of AT&T Guarantor or such AT&T Lessor, respectively, 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) Nothing herein shall affect or impair the ability of any parent company of AT&T Lessor to sell, convey, transfer, assign or otherwise dispose of its limited liability company interest in AT&T Lessor to (1) AT&T Parent or a Wholly Owned Affiliate or (2) to a Person, or a Person that is a controlled Affiliate of a Person, (a) with a rating of BBB- (stable) or higher from Standard & Poor's Ratings Services (or any successor thereto) or Baa3 (stable) or higher from Moody's Investor Services (or any successor thereto), (b) with a credit rating from one of the aforementioned rating agencies equivalent to or higher than the then-current credit rating, if any, of AT&T Guarantor or

(c) approved by Tower Operator, such approval not to be unreasonably withheld, conditioned or delayed; provided, that, in the case of each of (1) and (2), (I) 100% of the limited liability company interests of such AT&T Lessor are sold, conveyed, transferred, assigned or otherwise disposed together, such that the transferee holds all of the limited liability company interests of such AT&T Lessor following such sale, conveyance, transfer, assignment or other disposition, (II) such sale, conveyance, transfer, assignment or other disposition of such limited liability company interests will not affect the bankruptcy remoteness structure in place at such time and (III) at all times upon and following such sale, conveyance, transfer, assignment or other disposition of such limited liability company interests, the holder of the limited liability company interests of such AT&T Lessor shall become party to and comply with, and, except as expressly permitted therein, shall not amend, modify, cancel or terminate, or take or omit to take any action otherwise inconsistent with, the bankruptcy remoteness protections contained in the AT&T Newco LLC Agreement and the AT&T Newco Separateness Agreement with respect to such AT&T Lessor. Any sale, conveyance, transfer, assignment or other disposition in violation of the preceding sentence shall constitute a default under this Agreement and shall be null and void ab initio.

SECTION 19. Tower Operator 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 coordinate with AT&T Collocator and all Tower Subtenants at a Site to facilitate compliance with applicable Environmental Laws applicable to the entire Site as a unit based on information either readily available to Tower Operator or information provided by other Tower Subtenants to Tower Operator to promote Site compliance; (iv) 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; and (v) except as otherwise specified in Section 17(b)(iv) 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, but only to the extent Tower Operator is responsible for such Hazardous Materials as a "Post-Closing Liability" (as defined in the Master Agreement) under the Master Agreement.

(b) EPCRA Notices and Reports. For all Sites except those in California, Tower Operator shall, in each case to the extent required by applicable Law: (i) prepare complete and accurate (in all material respects) notices and reports required under the Emergency Planning

and Community-Right-to-Know Act, 42 U.S.C. 11001 et seq., and regulations promulgated thereunder, with regard to each AT&T Lessors' operations at a Site; (ii) provide copies of all such notices and reports to each AT&T Lessor as soon as practical at AT&T Lessor's expense; (iii) sign and certify all such notices and reports, in each case in reliance upon and subject to any information provided by AT&T Lessor, AT&T Collocator or any of their Affiliates contained in such notices and reports and (iv) file all such notices and reports with the appropriate Governmental Authority no later than the date on which such reports or notices are required under applicable Law to be filed; provided, however, that AT&T Lessor shall be responsible and shall indemnify Tower Operator for all portions of any fines, levies, penalties and other costs and expenses that are imposed on or incurred by Tower Operator arising from or relating to any information provided by any AT&T Lessor, AT&T Collocator or any of their Affiliates to Tower Operator, or that reasonably should have been provided to Tower Operator pursuant to the subsequent sentence, for purposes of preparing such notices and reports. Each AT&T Lessor, AT&T Collocator and their respective Affiliates shall provide to Tower Operator no later than November 30th of each year an inventory of its Hazardous Materials and other information, including any past notices and reports, reasonably necessary to enable Tower Operator to prepare such notices and reports or to respond to any governmental or third-party demand in connection with such notices and reports. AT&T Lessor shall reimburse Tower Operator for any fees, costs and expenses imposed by Government Authorities for or associated with completing or filing such notices and reports. In the event 42 U.S.C. § 11004 or applicable state statutes, and regulations promulgated thereunder, require emergency release notifications, each AT&T Collocator shall make the notifications with respect to releases from AT&T Communications Equipment or AT&T Improvements and such AT&T Collocator shall notify Tower Operator of the release and provide Tower Operator with records or copies of such notifications.

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 AT&T Lessor's and each AT&T Ground Lease Party's (collectively, the "Option Sellers") right, title and interest in the 19 Year Lease Purchase Sites, the 20 Year Lease Purchase Sites, the 21 Year Lease Purchase Sites, the 22 Year Lease Purchase Sites, 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 and the 35 Year Lease Purchase Sites (collectively, the "Purchase Sites"), respectively, on the 19 Year Lease Purchase Option Closing Date, the 20 Year Lease Purchase Option Closing Date, the 21 Year Lease Purchase Option Closing Date, the 22 Year Lease Purchase Option Closing Date, 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 and the 35 Year Lease Purchase Option Closing Date, respectively (collectively, the "Purchase Option Closing Dates"). On each of the seventeen (17) 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 AT&T Guarantor 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 (A) the number of Purchase Sites comprising such Tranche of Sites on the applicable Purchase Option Closing Date plus (B) the number of Sites included in such Tranche of Sites on the Effective Date and which were transferred to Tower Operator in accordance with Section 9(b)(i); provided that the Sites described above in clause (i)(B) shall only be included in the numerator if the Tower (x) included in the transfer of such Site in accordance with Section 9(b)(i) is still located on such Site, (y) is still in active operation on such Site and (z) is still owned by Tower Operator, in each case as of 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 Tower Operator's cost and 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 AT&T Indemnitee from all Claims related to such obligations) or the transfer of fee simple title or other applicable ownership interest of Option Sellers at each Purchase Site and (B) a sale, conveyance, assignment, transfer and delivery of all such Option Sellers' right, title and interest in, to and under the applicable Included Property (other than AT&T Improvements or AT&T 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 for a period of three (3) years from the applicable Purchase Option Closing Date), 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 (other than AT&T Improvements or AT&T Communications Equipment), 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 for a period of three (3) years from the applicable Purchase Option Closing Date), 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 (other than AT&T Improvements or AT&T Communications Equipment) 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 AT&T Guarantor 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(d).

(f) Permitted Liens. Any transfer of a Purchase Site by any Option Seller to Tower Operator or its designee pursuant to this Agreement shall be subject to all Permitted Liens applicable to such Purchase Site and any Liens created or incurred after the Effective 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 AT&T Guarantor shall not permit the Option Sellers or any of their Affiliates to, (i) take or fail to take any action which action or omission could reasonably be expected to 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) take any action which could reasonably be expected to diminish the expected residual value of any Purchase Site (including the Transferred Property thereof) in any material respect or (iii) take any action which could reasonably be expected to shorten the expected remaining economic life of any Purchase Site (including the Transferred

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 AT&T 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 AT&T Guarantor 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 Liens or in compliance with Section 18(b). The Option Sellers shall take, and AT&T Guarantor 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 Included Property thereof).

(h) Further Assurances. AT&T Guarantor and the Option Sellers, at their cost and expense, shall use their reasonable best efforts, beginning on the date that is 6 months prior to the applicable Purchase Option Closing Date, 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 by the applicable Purchase Option Closing Date, and such Purchase Site cannot be transferred without violating the terms of the applicable Ground Lease, then, upon payment of the full Option Purchase Price on the applicable Purchase Option Closing Date (including with respect to such Site), the Option Sellers shall appoint, and AT&T Guarantor 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) Indemnity. Effective upon the closing of any transfer of Purchase Sites pursuant to this Section 20, Tower Operator shall indemnify, defend and hold each AT&T Indemnitee harmless from, against and in respect of any and all Claims to the extent resulting from, arising out of or relating to Post-Closing Liabilities with respect to the Transferred Property of such transferred Purchase Sites from and after the applicable Purchase Option Closing Date, pursuant to the procedures set forth in Section 15(c), or, solely with respect to such indemnity claims for Taxes, pursuant to the procedures set forth in Section 34(a). At the applicable AT&T Lessor's or AT&T Ground Lease Party's request, Tower Operator shall execute such instruments or documents as may be reasonably necessary to give effect to the indemnity described in this Section 20(i).

(j) Deliveries if Purchase Option Not Exercised. If Tower Operator does not exercise its Purchase Option with respect to any Site, Tower Operator shall deliver to the

applicable AT&T Lessor or AT&T Ground Lease Party, promptly after the applicable Site Expiration Date, all documents and information as reasonably requested by the applicable AT&T Lessor or AT&T Ground Lease Party to allow such AT&T Lessor or AT&T Ground Lease Party to operate and manage such Site.

(k) Site Access. Upon the transfer of any Purchase Sites to Tower Operator pursuant to this Section 20, Tower Operator shall grant to the AT&T Collocator as to each Purchase Site a non-exclusive right and easement (over the surface of the Purchase Site) to access any structures (including Shelters and cabinets) on such Purchase Site owned and used, and intended for use, exclusively by AT&T Collocator or any Affiliate of AT&T Collocator other than in the Collocation Operations, in each case on such Purchase Site as of the Effective Date (without regard to any demolition in connection with the planned replacement thereof or substitution thereof with a similar structure and any period of construction or restoration thereof) or any replacement thereof or substitution thereof with a similar structure, 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 or, in the case of an Emergency, as much notice as is practicable, in each case in accordance with Tower Operator's standard process), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as AT&T Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by AT&T Collocator) deems reasonably necessary in connection with its use, operation and maintenance of such structures, in each case for as long as AT&T Collocator or such Affiliate maintains such structure or any replacement thereof or substitution thereof with a similar structure.

SECTION 21. Tower Operator Lender Protections.

(a) Tower Operator Lender Protections. If AT&T Lessors are given written notice from Tower Operator specifying the name and address of the Tower Operator Lender, or its servicing agent and the 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 Secured Tower Operator Loan remains unsatisfied:

(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) AT&T 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 AT&T Lessors.

(ii) Without limiting any AT&T Lessor's rights under this Agreement to cure any event of default or breach by Tower Operator under this Agreement, 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 AT&T 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)(ii).

(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 (excluding Tower Operator's failure to cure under (ii) above and terminations under Sections 4(d)(iv), 35 and 36, but including pursuant to Section 365 of the Bankruptcy Code, as amended from time to time, including any successor legislation thereto), AT&T 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 AT&T Lessors. During the ten (10) Business Days following Tower Operator Lender's receipt from AT&T Lessors of such written notice that this Agreement has been terminated, Tower Operator Lender shall have the option, which option must be exercised by Tower Operator Lender's delivering notice to AT&T Lessors within the aforementioned ten (10) Business Day period, 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 AT&T 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 AT&T Lessor (or reverted back to such AT&T Lessor as a matter of Law) thereupon shall be assigned and transferred, without recourse, representation or warranty, by such AT&T 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 AT&T Lessors shall be made in the same manner as required for notices to AT&T Lessors in accordance with the provisions of this Agreement at the address set forth herein or such other address as AT&T 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. AT&T Lessor shall be entitled to rely (if acting in good faith) upon any notice or other communication from Tower Operator Lender or Tower Operator without verifying the authority of Tower Operator Lender or Tower Operator to act with respect to any such matter.

(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 AT&T 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 AT&T Lessor agrees that any interest that such AT&T 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 AT&T 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 Secured 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) AT&T 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 AT&T Lessors under this Agreement or in and to the Included Property, or of the rights and interests of AT&T Collocator or its Affiliates under the MPL Site MLA or in and to the AT&T 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, AT&T 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 AT&T 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 AT&T 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 AT&T 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 once in any one year period), AT&T Lessors shall execute and deliver to such Tower Operator Lender an estoppel certificate with respect to this Agreement in a form reasonably acceptable to AT&T 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 AT&T Lessors or, if such is not the case, stating the nature of each such default of which AT&T Lessor have knowledge.

(k) Notification of Termination. Tower Operator shall notify AT&T Lessors in writing immediately upon the satisfaction repayment or termination of any Secured Tower Operator Loan.

SECTION 22. Taxes; Fees.

(a) Subject to Section 20(e), Section 22(b), Section 22(c), Section 22(d) and Section 34(b), and except as provided for 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 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 AT&T Group Member and Tower Operator based on the number of days in each such period during the time period of assessment. Tower Operator shall pay to the applicable AT&T Group Member Tower Operator's 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) AT&T Lessors or the applicable AT&T 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 AT&T Lessor and (B) 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 AT&T 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, the AT&T Lessors or the applicable AT&T 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. The AT&T Lessors, Tower Operator and the applicable AT&T 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 an AT&T Group Member, other than AT&T Lessors or AT&T Collocator, has an obligation under this Section 22, AT&T Collocator shall cause such AT&T Group Member to perform such obligation. "Tower Operator Property Tax Charge" shall mean an amount equal to \$1,769.00 per Site per annum (prorated for partial years).

(d) 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 the AT&T 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 transfers exclusively between AT&T Group Members. 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 the AT&T Lessors if Tower Operator is not permitted by applicable Law to file any such return. The AT&T 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(d) 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. The AT&T 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.

(e) Bulk Sales. Tower Operator and the AT&T Lessors hereby waive compliance by Tower Operator and the AT&T Lessors with the provisions of the “bulk sales,” “bulk transfer” and similar Laws.

(f) Fees. Unless specified in this Agreement (including the exhibits hereto), no unilateral fees or additional costs or expenses are to be applied by either Party to the other Party, including, but not limited to, the review of plans, structural analyses, consents, the provision of documents or other communications between the Parties.

SECTION 23. Utilities.

The rights and obligations of AT&T 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) AT&T 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 Governmental Approvals required or imposed by Governmental Authorities. Tower Operator shall comply with all applicable Laws 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 two immediately preceding sentences, Tower Operator shall maintain and repair at each Site in compliance with applicable Law (i) any ASR signs and any radio frequency exposure barriers and signs, including caution, notice, information or alert signs and (ii) any AM detuning equipment and, if required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Tower Operator shall conduct annual inspections of all Sites with lighted Towers of such AT&T Lessor; provided that until the requisite waiver from the FCC has been obtained by the applicable AT&T Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of

such AT&T Lessor. AT&T Collocator shall, at its own cost and expense, comply with all applicable Laws in connection with its use of each Site. Each AT&T 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 AT&T Lessor for which such waiver has not already been obtained. Tower Operator shall not commence any work at a Site until all required Government Authorizations necessary to perform that work have been obtained, as provided by Section 12(b).

(b) Tower Operator shall, at Tower Operator's cost and expense, obtain and maintain in effect all Governmental Approvals from the FAA and FCC relating to the operation and maintenance of each Site. To the extent Tower Operator and the AT&T Lessors disagree about the applicability of, or compliance with, Laws relating to FAA marking and lighting issues or FCC ASR or NEPA issues (whether discussed in this Section 24 or any other section of this Agreement), then the Parties shall adopt the approach consistent with industry practices and procedures. Tower Operator shall, at Tower Operator's cost and expense, provide the AT&T Lessors with copies of all Governmental Approvals from the FAA and FCC.

(c) Tower Operator shall, at its own cost and expense, reasonably cooperate with AT&T Collocator or its Affiliates in their efforts to obtain and maintain in effect any Governmental Approvals from the FCC and to comply with any Laws applicable to the AT&T Communications Equipment and the AT&T Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense and in a commercially reasonable time period, provide to AT&T Collocator any documentation in its possession or control that may be necessary for or reasonably requested by AT&T Collocator to comply with all FCC reporting requirements relating to the AT&T Communications Equipment and the AT&T Collocation Space.

(d) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for AT&T Lessor or AT&T Collocator to obtain any Governmental Approval relating to the AT&T Communications Equipment itself (e.g., FCC type certification).

(e) Each AT&T Lessor shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide information required by Governmental Authorities and to comply with all Laws applicable to each Site.

(f) Each AT&T 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. Tower Operator shall not dispose of any such information before the earlier of five (5) years after the date on which such materials are created or received by Tower Operator and five (5) years after the expiration or termination of this Agreement as to the subject Site. Any such information described in this Section 24(f) shall be open for inspection upon reasonable notice by such AT&T Lessor, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office.

(g) If, as to any Site, any material Governmental Approval or certificate, registration, 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 an AT&T 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 AT&T Lessors, within forty-eight (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 the AT&T Lessors 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 reasonable, out-of-pocket 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 the AT&T Lessors to obtain or restate) any Governmental Approval, certificates, permits, licenses, easements or approvals that relate exclusively to AT&T Communications Equipment itself. Each AT&T Lessor shall, at all times, keep, operate and maintain AT&T 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.

(h) 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 as part of or as a condition of any Governmental Approval or as 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 Notices To Airmen ("NOTAM") and other required reports in connection therewith. 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 provide the subject AT&T 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, if Tower Operator defaults on its obligations under this Section 24(h), and Tower Operator has not confirmed to the applicable AT&T Lessor, within forty-eight (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 AT&T 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 AT&T 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 AT&T Lessor, as applicable, within 45 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 rules, regulations, decisions and guidance of the FCC, including those regarding exposure by workers and members of the public to the radio frequency emissions generated by AT&T 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 rules, regulations, decisions and guidance, 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 is necessary in order to comply with the applicable FCC rules, regulations, decisions and guidance with respect to Communications Equipment other than AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T 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 AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T Collocator shall install same. Tower Operator shall cooperate in good faith with AT&T Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any AT&T Communications Equipment at or near any Site in respect of any AT&T Collocation Space on such Site.

(b) From and after the Effective Date, each AT&T Lessor shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC rules, regulations, decisions and guidance.

(c) The Parties acknowledge that AT&T Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications and wireless 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 AT&T Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by AT&T Collocator or its Affiliates, to allow Tower Operator to in any manner control the AT&T Communications Equipment, or to limit the right of AT&T 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 AT&T 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. § 17.4, AT&T Guarantor and the AT&T Lessors shall ensure and cause the name of the owner of such Site on the FCC registry be changed to the appropriate AT&T Lessor.

(e) With respect to any Lease Site or Pre-Lease Site registered with the FCC pursuant to 47 C.F.R. § 17.4, promptly after the Effective Date, Tower Operator and the AT&T

Lessors will reasonably cooperate to cause the name of the owner of such Site on the antenna structure registry to be changed to Tower Operator.

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, except that such month-to-month tenancy shall be terminable by either Party on thirty (30) days' notice (subject to the provisions of Section 9). In addition, AT&T Collocator shall not be required to pay Tower Operator the AT&T Rent Amount or any other monthly charge under the MPL Site MLA or this Agreement 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 AT&T Lessor and its representatives, agents and employees, at AT&T 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 AT&T 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 AT&T 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 AT&T Lessor has any such duty or obligation. Nothing in this Section 27 shall affect any right of entry or inspection or any other right afforded to AT&T Collocator pursuant to the MPL Site MLA.

SECTION 28. Right to Act for Tower Operator.

In addition to and not in limitation of any other right or remedy AT&T 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 injury to property or have a material adverse effect on any Site, then subject to the following sentence, the applicable AT&T Lessor or its Affiliate 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 AT&T Lessor shall give Tower Operator at least 10 Business Days' prior written notice of such AT&T 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 that 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 AT&T 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 AT&T 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 AT&T 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) AT&T Lessor Events of Default. The following events constitute events of default by any AT&T Lessor or any AT&T Ground Lease Party (as applicable):

(i) In respect of this Agreement, any AT&T Lessor or any AT&T Ground Lease Party fails to perform any obligations under any Ground Lease (other than any obligation assumed by Tower Operator) that results in a default or breach of such Ground Lease and, after written notice from Tower Operator, fails to cure the default or breach within the applicable cure period or, if no cure period exists, within 30 days after receiving such notice (provided, however, the foregoing shall not constitute an event of default if such AT&T Lessor or AT&T Ground Lease Party is disputing in good faith the existence of such breach or default, and if the Ground Lessor thereunder does not have a right to terminate the Ground Lease during such dispute);

(ii) Any AT&T Lessor or any AT&T Ground Lease Party violates or breaches any material term of this Agreement in respect of any Site, and such AT&T Lessor or such AT&T Ground Lease Party (as applicable) fails to cure such breach or violation within 30 days of receiving written notice thereof from Tower Operator specifying such breach or violation in reasonable detail, 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 thereafter; 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 AT&T Lessor in writing that Tower Operator has to comply under such Collocation Agreement;

(iii) A Bankruptcy Event occurs with respect to any AT&T Lessor or any AT&T Ground Lease Party, or the lease of any Site to Tower Operator or other right by Tower Operator to use and occupy the Site is rejected under Section 365 of the

Bankruptcy Code; or

(iv) The occurrence of any event of default by AT&T Collocator under the MPL Site MLA or any Affiliate of AT&T 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).

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 any AT&T Lessor of (i) any term of this Agreement that requires such AT&T Lessor 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) such AT&T Lessor 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 Tower Operator by any Governmental Authority as a result of such AT&T Lessor's non-compliance in all respects with such Law or by the applicable Ground Lessor as a result of such AT&T Lessor's non-compliance in all respects with such Ground Lease.

(b) Tower Operator Remedies.

(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) by any AT&T Lessor, any AT&T Ground Lease Party or any Affiliate thereof under Section 29(a), Tower Operator may deliver to the applicable AT&T Lessor or AT&T Ground Lease Party a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope containing the request must be marked "PRIORITY". If the applicable AT&T Lessor or AT&T Ground Lease Party does not cure the event of default within 15 Business Days after delivery of such second notice, then Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the Site only as to those Sites with respect to which such event of default is occurring.

(ii) Notwithstanding anything to the contrary contained herein, if any AT&T Lessor or an AT&T Ground Lease Party is determined pursuant to Section 29(g) to be in default, then such AT&T Lessor or such AT&T Ground Lease 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 AT&T Lessor or such AT&T Ground Lease 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 or otherwise

fails to perform any obligation assumed by Tower Operator hereunder under any Ground Lease, resulting in a default or breach of such Ground Lease and, after written notice from the AT&T Lessors, fails to cure the breach or default within the applicable cure period or, if no cure period exists, within 30 days after receiving such notice or (B) Tower Operator otherwise fails to make payment of any amount due under this Agreement and such failure continues for more than 15 Business Days after written notice from the AT&T 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 written notice thereof from the AT&T Lessors specifying such breach or violation in reasonable detail, 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 thereafter;

(iii) A Bankruptcy Event occurs with respect to Tower Operator, or the leaseback to AT&T Collocator or other right by AT&T Collocator to use and occupy the AT&T Collocation Space is rejected by Tower Operator under Section 365 of the Bankruptcy Code; or

(iv) 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 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 AT&T 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 (ii) 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 AT&T 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) AT&T Lessor Remedies.

(i) Upon the occurrence of any event of default by Tower Operator under Section 29(c)(i), Section 29(c)(ii) or Section 29(c)(iv) (which relates to an event of default by Tower Operator under Section 25(c)(i) of the MPL Site MLA) in respect of any Site, the AT&T Lessors or any applicable AT&T Ground Lease Party may deliver to Tower Operator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER PREPAID LEASE WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope containing the request must be marked "PRIORITY". If Tower Operator does not cure the event of default within 15 Business Days after delivery of such second notice, such AT&T Lessor or AT&T Ground Lease 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) or Section 29(c)(iv) (that relates to an event of default by any Tower Operator under Section 25(c)(iii) of the MPL Site MLA), AT&T 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) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined pursuant to Section 29(g) to be in default, 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) Force Majeure. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of events of Force Majeure, or any delay caused by the acts or omissions of the other party in violation of this Agreement or the MPL Site MLA, then the performance of such act (and any related losses and damages caused the failure of such performance) shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period required to perform as a result of such delay.

(f) No Limitation on Remedies. AT&T 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, the AT&T Lessors may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement and seek reimbursement pursuant to Section 28.

(g) Arbitration. Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within ten (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 MPL Site MLA. Such arbitration proceedings shall be conducted in accordance with and subject to the rules and practices of The American Arbitration Association under its Commercial Arbitration Rules from time to time in force. There shall be three (3) arbitrators, selected in accordance with the rules of The American Arbitration Association under its Commercial Arbitration Rules. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. Such arbitration panel conducting any arbitration hereunder shall be bound by, and shall not have the power to modify, the provisions of this Agreement. During the pendency of such arbitration proceedings, the notice and cure periods set forth in this Section 29 shall be tolled and the Party alleging the default may not terminate this Agreement on account of such alleged event of default. Nothing in this Section 29(g) is intended to be or to be construed as a waiver of a Party's right to any remedy set forth elsewhere in this Agreement or that may not be enforced by means of arbitration, including, without limitation, the rights of set off, injunctive relief and specific performance.

(h) 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.

(i) 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.

(j) Notice Parties. Notices of default or termination delivered pursuant to this Section 29 shall not be effective unless delivered to each of the Persons required by Section 37(e) pursuant to the terms thereof.

SECTION 30. Quiet Enjoyment.

Each AT&T 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 AT&T Lessor, any Party comprising AT&T or any other AT&T 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 AT&T 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 J.P. Morgan Securities LLC (the "Financial Advisors"), which are advising AT&T Parent in connection with this Agreement and related transactions and which shall be paid solely by AT&T Parent.

(b) Each of Tower Operator and each AT&T Lessor 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 AT&T Parent. Each of Tower Operator and each AT&T Lessor agrees to indemnify and hold harmless the other from any and all damage, loss, liability, expense and claim (including but not limited to attorneys' fees and court costs) arising with respect to any such commission or fee which may be suffered by the indemnified Party by reason of any action or agreement of the indemnifying Party.

SECTION 33. Recording of Memorandum of Site Lease Agreement; Bifurcation of Site.

(a) Subject to the applicable provisions of the Master Agreement, for each Lease Site, following the execution of this Agreement or after any Subsequent Closing, each

AT&T 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 or other local 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) With respect to any Site containing Reserved Property, upon request of either Party, the Parties will reasonably cooperate to bifurcate, and use commercially reasonable efforts to cause the applicable Ground Lessor to bifurcate, the fee or ground leasehold interest in the Site to legally separate the Reserved Property belonging to an AT&T Group Member from the Included Property belonging to Tower Operator, at the cost and expense of such AT&T Group Member.

SECTION 34. Tax Indemnities.

(a) Income Tax Indemnity.

(i) Tax Assumptions. In entering into this Agreement and related documents, the AT&T 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 AT&T 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 AT&T Group shall be entitled to deduct, pursuant to Section 168(b) of the Code, depreciation deductions with respect to the AT&T 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 AT&T 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 AT&T 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 AT&T Group Member (other than a sale or disposition attributable to a default by Tower Operator or the exercise of remedies by any AT&T Lessor or its Affiliate 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 AT&T Lessor or its Affiliate (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 AT&T Lessor at the end of the Term; (7) amounts expressly identified as interest in the Agreement and payable to any AT&T Lessor or any AT&T 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 AT&T 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 AT&T Lessor 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 AT&T 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 AT&T Lessor or their 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) a Bankruptcy Event of Tower Operator or any Affiliate thereof;

any AT&T 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 not substantial authority (within the meaning of Treasury Regulation

§1.6662-4(d)(2) 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 an AT&T Group Member has reimbursed or credited Tower Operator under Section 34(c), in which case only the exceptions listed in clauses (C), (F) 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 AT&T 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 a Bankruptcy Event 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 AT&T 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;

(F) The failure by the AT&T Group or any AT&T 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 AT&T Group, or any single AT&T 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 an AT&T Group Member as a result of the reversion of Modifications made by Tower Operator to any AT&T 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 AT&T is not holding the Included Property in the ordinary course of a trade or business or that AT&T 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 an AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T Lessors or their 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 a Bankruptcy Event 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 AT&T 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 AT&T 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 AT&T Collocation Space by AT&T or its Affiliates or the payment or accrual of the AT&T Rent Amount; 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), (F) 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 AT&T Group Member has notified Tower Operator that such member intends to prepare and file); provided, however, that any AT&T 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 AT&T 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 AT&T 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 an AT&T 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 AT&T 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 AT&T 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 (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. AT&T Collocator shall cause its Affiliates to comply with their obligations under this Section 34(d).

(e) Tax Records. AT&T Lessors, AT&T 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. AT&T Lessors, AT&T 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. AT&T Lessors, AT&T 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 AT&T Lessor's or any AT&T Ground Lease Party's interest in any Site after the exercise of any Purchase Option under Section 20 of this Agreement, Tower Operator shall be liable for all 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"). Tower Operator agrees to pay and to indemnify, protect, defend, save and keep harmless each AT&T 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 AT&T 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 AT&T 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 AT&T Lessor or AT&T Ground Lease Party in writing as to whether, in Tower Operator's reasonable judgment, 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 AT&T Lessor or AT&T Ground Lease Party within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If the applicable AT&T Lessor or AT&T Ground Lease 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(g). If such Site is a Non-Restorable Site, then either Tower Operator or the applicable AT&T Lessor or AT&T Ground Lease Party, as applicable, shall have the right to terminate this Agreement with respect 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 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 AT&T 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 either Tower Operator or AT&T Lessors shall have the right to terminate this Agreement as to such Site by providing written notice to the 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. 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. 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. General Provisions.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

(b) Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. 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. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, City of New York and appellate courts having jurisdiction of appeals from any of the foregoing (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (d) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 37(e) of this Agreement. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) Entire Agreement. This Agreement (including any exhibits hereto) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

(d) 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.

(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, (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 AT&T Group Member shall be deemed to have been delivered on behalf of all AT&T Group Members. All notices shall be delivered to the relevant Party at the address set forth below.

If to any AT&T Lessor, AT&T Guarantor or any other AT&T Group Member, to:

c/o New Cingular Wireless PCS, LLC

Attention: Network Real Estate Administration

Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)

Fixed Asset No: _____

575 Morosgo Drive

13-F West Tower

Atlanta, Georgia 30324

New Cingular Wireless PCS, LLC

Attention: Network Counsel, AT&T Legal Department

Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)

Fixed Asset No: _____

208 South Akard Street

Dallas, Texas, 75202-4206

and (for sites in Puerto Rico) a copy to:

New Cingular Wireless PCS, LLC

Attention: AT&T Legal Department

Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)

Fixed Asset No: _____

Ortegon 103

Guaynabo, Puerto Rico 00966

and a copy of any notice given pursuant to Section 29 to:

AT&T Inc.

208 South Akard Street

Dallas, Texas, 75202-4206

Attention: SVP and Assistant General Counsel – Corporate

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
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 600
Houston, Texas 77057
Attention: Legal Department

(f) Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors, heirs, legal representatives and permitted assigns. Except as provided in the provisions of this Agreement related to indemnification, Secured Tower Operator Loans and Tower Operator Lender protections (including Section 21), this Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder.

(g) Amendment; Waivers; Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by a Party of a breach of or a default under any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

(h) 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.

(i) Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any of the Chosen Courts to the extent permitted by applicable Law, in addition to any other remedy to which they are entitled at law or in equity. 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 37(b) and Section 37(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.

(j) 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.

(k) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties hereto shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

(l) Interpretation.

(i) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(ii) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a 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 provision of this Agreement.

SECTION 38. AT&T Guarantor Guarantee.

(a) As of the date hereof, AT&T Guarantor holds all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business). In the event AT&T Guarantor does not hold all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) and AT&T Parent or another Affiliate of AT&T Parent does hold all or substantially all of AT&T Parent's United States domestic wireless business (and all or substantially all of the United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) of AT&T Guarantor shall not have been transferred to a Person that is not an Affiliate of AT&T Parent), AT&T Parent or such other Affiliate of AT&T Parent shall execute a joinder to this Agreement reasonably satisfactory to Tower Operator

providing for a guarantee of the AT&T Obligations equivalent to the guarantee provided by AT&T Guarantor as of the date hereof and shall become "AT&T Guarantor" for all purposes hereunder. For purposes of this section, the term "United States" shall include Puerto Rico and the United States Virgin Islands.

(b) AT&T Guarantor unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment and performance and observance of all the terms, provisions, covenants and obligations of the AT&T Lessors and AT&T Ground Lease Parties under this Agreement (collectively, the "AT&T Obligations"). AT&T Guarantor agrees that if an AT&T Lessor or AT&T Ground Lease Party defaults at any time during the Term of this Agreement in the performance of any of the AT&T Obligations, AT&T Guarantor shall faithfully perform and fulfill all AT&T 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 an AT&T Lessor or AT&T Ground Lease Party and on account of the enforcement of this guaranty.

(c) The foregoing guaranty obligation of AT&T Guarantor shall be enforceable by any Tower Operator Indemnitee in an action against AT&T Guarantor without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against an AT&T Lessor or AT&T Ground Lease Party, without the necessity of any notice to AT&T Guarantor of an AT&T Lessor's or AT&T Ground Lease Party's default or breach under this Agreement, and without the necessity of any other notice or demand to AT&T Guarantor to which AT&T Guarantor might otherwise be entitled, all of which notices AT&T Guarantor hereby expressly waives. AT&T Guarantor hereby agrees that the validity of this guaranty and the obligations of AT&T Guarantor 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 an AT&T Lessor or AT&T Ground Lease Party 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.

(d) AT&T Guarantor covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of AT&T Guarantor 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 an Tower Operator Indemnitee and an AT&T Lessor or AT&T Ground Lease Party, or by any unilateral action of an Tower Operator Indemnitee, an AT&T Lessor or an AT&T Ground Lease Party, or by an extension of time that may be granted by an Tower Operator Indemnitee to an AT&T Lessor or AT&T Ground Lease Party or any indulgence of any kind granted to an AT&T Lessor or AT&T Ground Lease Party, or any dealings or transactions occurring between an Tower Operator Indemnitee and an AT&T Lessor or AT&T Ground Lease Party, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting an AT&T Lessor or AT&T Ground Lease Party. AT&T Guarantor does hereby expressly waive any suretyship defenses it might otherwise have.

(e) 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. AT&T Guarantor hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. AT&T Guarantor further waives any right to require that an action be brought against an AT&T Lessor or AT&T Ground Lease Party or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

SECTION 39. AT&T Parent Affiliate License. In the event that AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, to the extent that any Person that is directly or indirectly wholly owned by AT&T Parent but that is not directly or indirectly wholly owned by AT&T Guarantor used any Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent (such Person, an "AT&T Parent Affiliate"), such AT&T Parent Affiliate and Tower Operator shall, following AT&T Parent Affiliate's completion of the applicable application and amendment process, enter into definitive documentation reasonably satisfactory to Tower Operator to permit such AT&T Parent Affiliate to continue to use such Site (the "AT&T Parent Affiliate License"), in each case at the sole cost and expense of such AT&T Parent Affiliate. The AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate may continue to use the applicable Site subject to the terms of the MPL Site MLA solely to the extent that such AT&T Parent Affiliate used such Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent, at no additional rent to such AT&T Parent Affiliate; provided, however, that the AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate shall pay customary and reasonable rent with respect to any use of any portion of such Site (including the AT&T Collocation Space at such Site) first used by such AT&T Parent Affiliate on or after the date that is one year prior to the earlier of (a) the first public announcement of the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent and (b) the date on which definitive documentation was entered into with respect to the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent. For the avoidance of doubt, (i) any portion of any Site (including the AT&T Collocation Space at such Site) used from time to time by any AT&T Parent Affiliate shall be deemed to be used by AT&T Collocator for all purposes under MPL Site MLA and (ii) except as otherwise expressly provided in the AT&T Parent Affiliate License or other definitive documentation entered into by Tower Operator and AT&T Parent Affiliate, AT&T Parent Affiliate shall use the applicable Site (including the AT&T Collocation Space at such Site) only to the extent permitted under the MPL Site MLA (including Section 9(b) thereof).

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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.

AT&T LESSORS:

[INSERT SIGNATURE BLOCKS FOR:

Acadiana MPL Tower Holdings LLC
AMWOHI MPL Tower Holdings LLC
Chattanooga MPL Tower Holdings LLC
Citrus MPL Tower Holdings LLC
Florida 2B MPL Tower Holdings LLC
Galveston MPL Tower Holdings LLC
Georgia 3 MPL Tower Holdings LLC
Houma-Thibodaux MPL Tower Holdings LLC
Lafayette MPL Tower Holdings LLC
Louisiana 7 MPL Tower Holdings LLC
Louisiana 8 MPL Tower Holdings LLC
Lubbock MPL Tower Holdings LLC
Madison MPL Tower Holdings LLC
McAllen-Edinburg-Mission MPL Tower Holdings LLC
Milwaukee MPL Tower Holdings LLC
Missouri 11-12 MPL Tower Holdings LLC
Missouri 8 MPL Tower Holdings LLC
Missouri 9 MPL Tower Holdings LLC
Northeast Georgia MPL Tower Holdings LLC
Oklahoma 3 MPL Tower Holdings LLC
Oklahoma 9 MPL Tower Holdings LLC
Oklahoma City MPL Tower Holdings LLC
NCWPCS MPL 19 -Year Sites Tower Holdings LLC
NCWPCS MPL 20 -Year Sites Tower Holdings LLC
NCWPCS MPL 21 -Year Sites Tower Holdings LLC
NCWPCS MPL 22 -Year Sites Tower Holdings LLC
NCWPCS MPL 23 -Year Sites Tower Holdings LLC
NCWPCS MPL 24 -Year Sites Tower Holdings LLC
NCWPCS MPL 25 -Year Sites Tower Holdings LLC

NCWPCS MPL 26 -Year Sites Tower Holdings LLC
NCWPCS MPL 27 -Year Sites Tower Holdings LLC
NCWPCS MPL 28 -Year Sites Tower Holdings LLC
NCWPCS MPL 29 -Year Sites Tower Holdings LLC
NCWPCS MPL 30 -Year Sites Tower Holdings LLC
NCWPCS MPL 31 -Year Sites Tower Holdings LLC
NCWPCS MPL 32 -Year Sites Tower Holdings LLC
NCWPCS MPL 33 -Year Sites Tower Holdings LLC
NCWPCS MPL 34 -Year Sites Tower Holdings LLC
NCWPCS MPL 35 -Year Sites Tower Holdings LLC
Orlando MPL Tower Holdings LLC
Santa Barbara MPL Tower Holdings LLC
Texas #11 MPL Tower Holdings LLC
Texas #16 MPL Tower Holdings LLC
Texas 6 MPL Tower Holdings LLC
Texas 7B1 MPL Tower Holdings LLC
Texas 9B1 MPL Tower Holdings LLC
Texas 18 MPL Tower Holdings LLC
Texas 19 MPL Tower Holdings LLC
Texas 20B1 MPL Tower Holdings LLC
Topeka MPL Tower Holdings LLC]

By: _____

Name:

Title:

AT&T GUARANTOR:

AT&T MOBILITY LLC

By: _____

Name:

Title:

TOWER OPERATOR:

[_____]

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 _____, 2013 (the “Effective Date”), is by and among the Persons identified on the signature pages to this Agreement as AT&T Contributors (collectively, “AT&T Contributors” and each, an “AT&T Contributor”), the Persons identified on the signature pages to this Agreement as AT&T Newcos (collectively, “AT&T Newcos” and each, an “AT&T Newco”), _____, a Delaware limited liability company (“Tower Operator”), and the Persons identified on the signature pages to this Agreement as Sale Site Subsidiaries (collectively, the “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. AT&T Contributors, AT&T Newcos, Tower Operator and Sale Site Subsidiaries are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

A. Tower Operator, AT&T Inc., a Delaware corporation, the Sale Site Subsidiaries, Crown Castle International Corp., a Delaware corporation, and the AT&T Newcos are parties to that certain Master Agreement, dated as of October 18, 2013 (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 AT&T 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 the Included Property of 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 AT&T Newco 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 the Included Property of 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 AT&T 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 the Included Property of 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 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 AT&T Contributor and AT&T Newco hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator during the MPL Site Term (as defined below) of the Included Property of each Managed MPL Site held by such AT&T Contributor or AT&T Newco and (b) each applicable AT&T Contributor hereby appoints Manager, and Manager hereby agrees to act and shall act, as the exclusive operator during the Sale Site Term (as defined below) of the Included Property of each Managed Sale Site held by such AT&T Contributor. 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 the Included Property of any Managed Site; provided, however, that for U.S. federal income Tax purposes this Agreement shall be treated as a lease of the Included Property of the Managed Sites (except the Managed Sale Sites), and the Parties further agree not to take any position on any Tax return that is inconsistent with such treatment, except as otherwise required by Law or Order. The rights granted to Tower Operator under this Agreement include, with respect to each Managed Site, the right of Tower Operator to use and employ the Tower Related Assets related to the Tower on such Managed Site. In performing its duties as operator of the Included Property of the Managed MPL Sites, Manager shall manage, administer and operate each of the Managed MPL Sites, subject to the provisions of this Agreement, in a manner consistent with and not less than 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 AT&T Contributor or AT&T Newco with respect to the management, administration and operation of the Included Property of the Managed Sale Sites as if Manager were the true owner of such rights, powers and privileges of the applicable AT&T Contributor or AT&T Newco with respect to the management, administration and operation of the Included Property of the Managed Sale Sites, 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 herein or, with respect to the Managed MPL Sites, in the MPL, no AT&T Contributor or AT&T Newco shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of the Included Property of any Managed Sites, all such rights being exclusively reserved to Manager hereunder.

Section 2. Collocation Agreements for Managed Sites.

(a) In respect of the Included Property of each Managed Site, the applicable AT&T Contributor and each AT&T Newco 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 Manager for the MPL Site Term or Sale Site Term, as applicable, as to such Included Property for periods occurring from and after the Effective Date, and shall execute all documentation reasonably requested and prepared by Manager to confirm same to a counterparty under a Collocation Agreement, at Manager's sole cost and expense within 15 Business Days of receipt of a request therefor from Manager; provided, however, that, if such AT&T Contributor or AT&T Newco reasonably determines it to be unduly burdensome, such AT&T Contributor or AT&T Newco 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, trust or other legal entity. Manager may enter into waivers, amendments, extensions, restatements, renewals and any other documentation relating to any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new collocation agreements (including site supplements or site subleases) applicable to the Managed Sites; provided that, in the case of the Managed MPL Sites, the provisions of Section 2(d) of the MPL shall apply to all such actions by Manager, mutatis mutandis. Each AT&T Contributor and AT&T Newco hereby (i) assigns and delegates to Manager the sole and exclusive right to perform the obligations of and assert and exercise the rights of such AT&T Contributor or AT&T Newco under all Collocation Agreements during the MPL Site Term or Sale Site Term, as applicable, with respect to Managed Sites, subject to, in the case of the Managed MPL Sites, the provisions of Section 2(d) of the MPL, and (ii) hereby grants Tower Operator a limited power of attorney and hereby appoints Tower Operator as its attorney in fact to assert and exercise the rights of such AT&T Contributor or AT&T Newco under all Collocation Agreements during the MPL Site Term or Sale Site Term, as applicable.

(b) Manager does hereby assume and agree to pay and perform all of the duties, obligations, liabilities and responsibilities of the AT&T Contributors and AT&T Newcos under the Collocation Agreements affecting each Managed Site arising during the MPL Site Term or the Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement or any Collateral Agreement, and Manager 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. The expiration of this Agreement with respect to any Managed Site, whether by reason of conversion of such Managed Site to a Lease Site or Assignable Site or otherwise, shall not release Manager of any obligations in respect of such Managed Site arising during the MPL Site Term or Sale Site Term, as applicable.

(c) Manager shall be permitted to negotiate and enter into, amend or modify any new or existing collocation agreements (including site supplements or site subleases) in its sole discretion, without the consent of any AT&T Contributor or AT&T Newco, subject, in the case of any Managed MPL Sites, to Section 2(d) of the MPL (including Section 2(d)(C) thereof), mutatis mutandis.

Section 3. Rights and Duties of Parties.

(a) Parties' Relative Rights and Obligations; Right to AT&T Collocation Space. Except as otherwise expressly provided herein, the Parties hereby agree that:

(i) Each AT&T Contributor's agreements, rights and obligations with respect to the Included Property of 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 AT&T Contributor was a party to (x) the MPL as an AT&T Lessor (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 an AT&T Collocator;

(ii) Each AT&T Newco's agreements, rights and obligations with respect to the Included Property of 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 AT&T Newco was a party to the MPL Site MLA (to the extent in full force and effect with respect to such Site) as an AT&T Collocator;

(iii) Each AT&T Contributor's agreements, rights and obligations with respect to the Included Property of 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 AT&T 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 AT&T Contributor was a party to (x) the MPL as an AT&T Lessor (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 an AT&T Collocator;

(iv) Manager's agreements, rights and obligations with respect to the management of the Included Property 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 as the Tower Operator;

(v) Manager's agreements, rights and obligations with respect to the management of the Included Property 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 as a Sale Site Subsidiary (including, for the avoidance of doubt, the right to manage, administer and operate the Managed Sale Sites as if Manager were the true owner of the rights, powers and privileges of the applicable AT&T Contributor or AT&T Newco with respect to the management, administration and operation of the Included Property of the Managed Sale Sites);

(vi) Each AT&T Newco and each AT&T 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 Included Property of 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; and

(vii) The Parties' agreements, rights and obligations with respect to the U.S. federal income Tax treatment of the Included Property of the Managed Sites (excluding Managed Sale Sites) shall be the same, mutatis mutandis, as if such Managed Sites were Lease Sites under the MPL including Section 3(i), Section 10, Section 12, Section 20, Section 22 and Section 34 of the MPL.

(b) Site Related Revenue and Expenses. As of the Initial 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 Managed Sites shall be governed by Section 2.8 of the Master Agreement. Subject to the foregoing, during the MPL Site Term or Sale Site Term, as applicable, (i) Manager shall receive and shall be entitled to all of the revenue generated by the Included Property of each Managed Site that results from the Permitted Use of the Site (other than, with respect to Managed MPL Sites, the Rent and Pre-Lease Rent as defined in, and payable under, the MPL, any Option Purchase Price (as defined in the MPL) and revenue generated by an AT&T Group Member (as defined in the MPL) pursuant to the provision of services described in Section 19(d) of the MPL Site MLA or Section 19(d) of the Sale Site MLA), including all revenue under the Collocation Agreements as set forth in Section 2(b), and no AT&T Contributor or AT&T Newco or any of their Affiliates shall be entitled to any of such revenue, and (ii) except as otherwise expressly provided in this Agreement or any other Collateral Agreement, Manager shall be responsible for the payment of, and shall pay, all expenses due and accruing after the Effective Date related to or associated with the Included Property of the Managed Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen, including all expenses due and accruing after the Effective Date under the Ground Leases and the Collocation Agreements. Except as may be expressly provided otherwise in the Transition Services Agreement, if any revenue to which Manager is entitled pursuant to the preceding sentence is paid to any AT&T Contributor, AT&T Newco or its or their Affiliates, such AT&T Contributor, AT&T Newco or its or their Affiliate receiving such revenue shall remit such revenue to Manager promptly after receiving such revenue. Each AT&T Contributor and AT&T Newco shall direct (or cause its Affiliate to direct), in writing, (x) all payers of amounts due and accruing after the Effective Date under the Collocation Agreements to pay such amounts to Manager and (y) applicable third parties to collect from Manager all expenses due and accruing after the Effective Date.

(c) The AT&T Contributors and AT&T Newcos, as applicable, shall pay, as and when due and without duplication of any such payments made under the Master Agreement or any other Collateral Agreement, AT&T's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the payment contemplated by Section 2.2(c) and Section 3.2 of the Master Agreement or the payment of rent contemplated by the MLAs, in each case with respect to all Managed Sites. Manager shall pay, or cause to be paid, as and when due and without duplication of any such payments made under the Master Agreement or any other Collateral Agreement, Tower Operator's Share of Transaction Revenue Sharing Payments that are required to be made in respect of the payment contemplated by Section 2.2(c) and Section 3.2 of the Master Agreement or the payment of rent contemplated by the MLAs, in each case with respect to all Managed Sites.

(d) Responsibility for All Liabilities. AT&T Newcos and AT&T Contributors hereby assign and delegate to Manager, and Manager hereby accepts and assumes, all Post-Closing Liabilities with respect to the Included Property of the Managed Sites. Manager does not accept or assume, and shall be deemed not to have accepted or assumed, any Excluded Liabilities or 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. For so long as the Included Property of a Managed MPL Site is subject to this Agreement, each AT&T Contributor and AT&T Newco 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 (x) review, negotiate and execute on behalf of such AT&T Contributor or AT&T Newco all Authorized Ground Lease Documents (as defined in the MPL), all Authorized Collocation Agreement Documents (as defined in the MPL) related to such Managed MPL Site and all other documents contemplated and permitted by this Agreement and the MPL or necessary to give effect to the intent of this Agreement or the MPL and the transactions contemplated by this Agreement, the Master Agreement and the other Collateral Agreements, but excluding any Unauthorized Documents (as defined in the MPL) and (y) prepare and submit any applications or requests for Governmental Approvals, including with respect to Zoning Laws, related to operating such Managed MPL Site or to support the needs of a Tower Subtenant (as defined in the MPL). For so long as the Included Property of a Managed Sale Site is subject to this Agreement, each AT&T Contributor and AT&T Newco 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 (x) review, negotiate and execute on behalf of such AT&T Contributor or AT&T Newco all documents contemplated or permitted by this Agreement or the Master Agreement or necessary to give effect to the intent of this Agreement or the Master Agreement and the transactions contemplated by this Agreement, the Master Agreement and the other Collateral Agreements, but excluding any Unauthorized Documents (as defined in the MPL) and (y) prepare and submit any applications or requests for Governmental Approvals, including with respect to Zoning Laws, related to operating such Managed Sale Site or to support the needs of a Tower Subtenant. Each AT&T Contributor and AT&T Newco agrees to execute, from time to time, such other documents and certificates (including a separate power of attorney) as Manager may reasonably request to evidence the powers of attorney granted in this Section 3(e) and the appointment of Manager as such AT&T Contributor's or AT&T Newco's attorney thereby. Each AT&T Contributor and AT&T Newco agrees to execute and deliver, as promptly as reasonably practicable and in any event within 15 Business Days

following request therefor by Manager, any document referred to in this Section 3(e) and any other document contemplated and permitted by this Agreement or a Collateral Agreement or necessary to give effect to the intent of this Agreement, the Master Agreement and the other Collateral Agreements. Except as expressly provided above in this Section 3(e) or otherwise in this Agreement or any other Collateral Agreement, Manager shall not be entitled to act as agent for, or otherwise on behalf of, any AT&T Contributor, AT&T Newco or its or their Affiliates or to bind any AT&T Contributor, AT&T Newco or its or their Affiliates in any way whatsoever.

(f) Filing of Financing Statements. Each AT&T Contributor and AT&T Newco hereby irrevocably authorizes Manager or its designee to file in any relevant jurisdiction, at any time and from time to time, (w) any UCC-1 financing statement, which shall be substantially in the form of Exhibit F to the MPL, and any amendments thereto, (x) any memoranda of leases, which shall be substantially in the form of Exhibit G to the MPL and any amendments thereto, (y) any memoranda of assignment, which shall be substantially in the form of Exhibit H to the MPL or Exhibit C hereto and any amendments thereto and (z) any memoranda of Managed Sites, which shall be substantially in the form of Exhibit G to the MPL or 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 the Included Property of each Managed Site granted pursuant to this Agreement, the Master Agreement and the other Collateral Agreements (or, in the case of any Assignable Site, Manager's leasehold interest in the Included Property of each Assignment Site granted pursuant to the Master Agreement and the other Collateral Agreements). Each AT&T Contributor and AT&T Newco agrees, promptly upon request by Manager, to use commercially reasonable efforts to provide Manager with any information that is required or requested by Manager in connection with the filing of any such financing statement or document.

(g) Exercise of Purchase Option. Each AT&T Newco and each AT&T Contributor, at its cost and expense, shall use its reasonable best efforts, beginning on the date that is 6 months prior to the applicable Purchase Option Closing Date (as defined in the MPL), to obtain any consent or waiver required to give effect to the sale of the Included Property of each Managed MPL Site that is a Purchase Site (as defined in the MPL) upon the exercise of the Purchase Option (as defined in the MPL). In the event that any AT&T Contributor or AT&T Newco is unable to obtain any consent or waiver required to give effect to the sale of the Included Property of any Managed MPL Site that is a Purchase Site by the applicable Purchase Option Closing Date, and the Included Property of such Managed MPL Site cannot be transferred without violating the terms of the applicable Ground Lease, then, upon payment of the full Option Purchase Price (as defined in the MPL) on the applicable Purchase Option Closing Date (including with respect to such Managed MPL Site), the AT&T Contributors and AT&T Newcos shall appoint Manager, in perpetuity, as the exclusive operator of the Included Property of such Managed MPL Site. In furtherance of the foregoing, the AT&T Contributors, AT&T Newcos and Manager shall enter into documentation (including applicable powers of attorney) that is reasonably acceptable to Manager to provide for Manager's management rights with respect to the Included Property of such Managed MPL Site, which documentation shall grant and confer to Manager 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 Manager pursuant to this Agreement in respect of a Managed Site; provided, that such AT&T Contributors and AT&T Newcos shall

treat Manager as if Manager was the owner of the Included Property of such Managed MPL Site and shall not impose on Manager any of the covenants or restrictions imposed upon it by this Agreement and the Collateral Agreements.

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 Subsequent Closing Date on which such Managed MPL Site is converted to a Lease Site pursuant to Section 2.5(b) 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 Subsequent Closing Date on which such Managed Sale Site is converted to an Assignable Site pursuant to Section 2.5(b) 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 AT&T Newco acknowledges that it is party to the MPL as an "AT&T Lessor" thereunder. Each AT&T Contributor acknowledges and agrees that it is an "AT&T Ground Lease Party" under and for purposes of the MPL and, without limiting in any respect the duties of such AT&T Contributor under Section 3(a), agrees to be bound by all provisions of the MPL applicable to the AT&T Ground Lease Parties with the same force and effect, and to the same extent, as if such AT&T 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 (including Section 5-1401 of the New York General Obligations Law) 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 other 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, 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 AT&T Group Member shall be deemed to have been delivered on behalf of all AT&T Group Members. All notices shall be delivered to the relevant Party at the address set forth below.

If to any AT&T Contributor or AT&T Newco, to:

c/o New Cingular Wireless PCS, LLC
Attention: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
575 Morosgo Drive
13-F West Tower
Atlanta, Georgia 30324

with a copy to:

New Cingular Wireless PCS, LLC
Attention: Network Counsel, AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
208 South Akard Street
Dallas, Texas, 75202-4206

and (for sites in Puerto Rico) a copy to:

New Cingular Wireless PCS, LLC
Attention: AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
Ortegon 103
Guaynabo, Puerto Rico 00966

and a copy of any notice of default or an event of default to:

AT&T Inc.
208 South Akard Street
Dallas, Texas, 75202-4206
Attention: SVP and Assistant General Counsel – Corporate

If to Tower Operator or any Sale Site Subsidiary, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
Houston, Texas 77057
Attention: CFO (Jay Brown)
Attention: General Counsel (E. Blake Hawk)

and a copy of any notice of default or an event of default to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
Houston, Texas 77057
Attention: Legal Department

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. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, City of New York and appellate courts having jurisdiction of appeals from any of the foregoing (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (d) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 10 of this Agreement.

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 AT&T Contributor or AT&T Newco 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 without the consent of Manager. Any attempted assignment without the required consent shall be null and void ab initio. Nothing herein shall affect or impair the ability of any parent company of an AT&T Newco to sell, convey, transfer, assign or otherwise dispose of its limited liability company interest in such AT&T Newco to the extent expressly permitted by Section 18(b)(iv) of the MPL.

(b) No AT&T Contributor or AT&T Newco may assign, sell, convey, transfer, lease, sublease, license or otherwise dispose of this Agreement with respect to the Managed Sales Sites or any of its rights, duties or obligations under this Agreement with respect to the Managed Sales Sites in whole or in part without the consent of Manager. Any attempted assignment without the required consent shall be null and void ab initio.

(c) 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 AT&T Contributor or AT&T Newco.

(d) 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), (c) or (d) 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, 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 other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties hereto shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

AT&T CONTRIBUTORS:

[INSERT SIGNATURE BLOCK FOR:

AT&T Mobility of Galveston LLC
Acadiana Cellular General Partnership
AT&T Mobility Puerto Rico, Inc.
AT&T Mobility USVI, Inc.
AT&T Mobility Wireless Operations Holdings Inc.
Chattanooga MSA Limited Partnership
Cingular Wireless of Texas RSA #11 Limited Partnership
Cingular Wireless of Texas RSA #16 Limited Partnership
Citrus Cellular Limited Partnership
Florida RSA No. 2B (Indian River) Limited Partnership
Georgia RSA No 3 Limited Partnership
Houma - Thibodaux Cellular Partnership
Lafayette MSA Limited Partnership
Louisiana RSA No. 7 Cellular General Partnership
Louisiana RSA No. 8 Limited Partnership
Lubbock SMSA Limited Partnership
Madison SMSA Limited Partnership
McAllen-Edinburg- Mission SMSA Limited Partnership
Milwaukee SMSA Limited Partnership
Missouri RSA 11/12 Limited Partnership
Missouri RSA 8 Limited Partnership
Missouri RSA 9B1 Limited Partnership
New Cingular Wireless PCS, LLC
Northeastern Georgia RSA Limited Partnership
Oklahoma City SMSA Limited Partnership
Oklahoma RSA 3 Limited Partnership
Oklahoma RSA 9 Limited Partnership
Orlando SMSA Limited Partnership
Santa Barbara Cellular Systems Ltd.
Texas RSA 18 Limited Partnership
Texas RSA 19 Limited Partnership
Texas RSA 20B1 Limited Partnership
Texas RSA 6 Limited Partnership
Texas RSA 7B1 Limited Partnership
Texas RSA 9B1 Limited Partnership

By: _____
Name:
Title:

AT&T NEWCOS:

[INSERT SIGNATURE BLOCK FOR:

- Acadiana MPL Tower Holdings LLC
- AMWOHI MPL Tower Holdings LLC
- Chattanooga MPL Tower Holdings LLC
- Citrus MPL Tower Holdings LLC
- Florida 2B MPL Tower Holdings LLC
- Galveston MPL Tower Holdings LLC
- Georgia 3 MPL Tower Holdings LLC
- Houma-Thibodaux MPL Tower Holdings LLC
- Lafayette MPL Tower Holdings LLC
- Louisiana 7 MPL Tower Holdings LLC
- Louisiana 8 MPL Tower Holdings LLC
- Lubbock MPL Tower Holdings LLC
- Madison MPL Tower Holdings LLC
- McAllen-Edinburg-Mission MPL Tower Holdings LLC
- Milwaukee MPL Tower Holdings LLC
- Missouri 11-12 MPL Tower Holdings LLC
- Missouri 8 MPL Tower Holdings LLC
- Missouri 9 MPL Tower Holdings LLC
- Northeast Georgia MPL Tower Holdings LLC
- Oklahoma 3 MPL Tower Holdings LLC
- Oklahoma 9 MPL Tower Holdings LLC
- Oklahoma City MPL Tower Holdings LLC
- NCWPCS MPL 19 -Year Sites Tower Holdings LLC
- NCWPCS MPL 20 -Year Sites Tower Holdings LLC
- NCWPCS MPL 21 -Year Sites Tower Holdings LLC
- NCWPCS MPL 22 -Year Sites Tower Holdings LLC
- NCWPCS MPL 23 -Year Sites Tower Holdings LLC
- NCWPCS MPL 24 -Year Sites Tower Holdings LLC

NCWPCS MPL 25 - Year Sites Tower Holdings LLC
NCWPCS MPL 26 -Year Sites Tower Holdings LLC
NCWPCS MPL 27 -Year Sites Tower Holdings LLC
NCWPCS MPL 28 -Year Sites Tower Holdings LLC
NCWPCS MPL 29 -Year Sites Tower Holdings LLC
NCWPCS MPL 30 -Year Sites Tower Holdings LLC
NCWPCS MPL 31 -Year Sites Tower Holdings LLC
NCWPCS MPL 32 -Year Sites Tower Holdings LLC
NCWPCS MPL 33 -Year Sites Tower Holdings LLC
NCWPCS MPL 34 -Year Sites Tower Holdings LLC
NCWPCS MPL 35 -Year Sites Tower Holdings LLC
Orlando MPL Tower Holdings LLC
Santa Barbara MPL Tower Holdings LLC
Texas #11 MPL Tower Holdings LLC
Texas #16 MPL Tower Holdings LLC
Texas 6 MPL Tower Holdings LLC
Texas 7B1 MPL Tower Holdings LLC
Texas 9B1 MPL Tower Holdings LLC
Texas 18 MPL Tower Holdings LLC
Texas 19 MPL Tower Holdings LLC
Texas 20B1 MPL Tower Holdings LLC
Topeka MPL Tower Holdings LLC]

By: _____
Name:
Title:

TOWER OPERATOR:

[_____]

By: _____
Name:
Title:

SALE SITE SUBSIDIARIES:

[INSERT SIGNATURE BLOCK FOR:

AMWOHI Tower Newco LLC
CCPR VI Tower Newco LLC
Lafayette Tower Newco LLC
Madison Tower Newco LLC
Milwaukee Tower Newco LLC
NCWPCS Tower Newco LLC
Oklahoma City Tower Newco LLC
Orlando Tower Newco LLC
Puerto Rico Tower Newco LLC
Santa Barbara Tower Newco LLC
Texas RSA 18 Tower Newco LLC]

By: _____
Name:
Title:

[FORM OF]

MPL SITE MASTER LEASE AGREEMENT

BY AND AMONG

[AT&T COLLOCATOR],

AT&T MOBILITY LLC

AND

[TOWER OPERATOR]

DATED AS OF [____], 2013

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Exhibit A	List of Sites ¹
Exhibit B	List of Lease Sites ²
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	Reserved
Exhibit H	Additional Equipment and Additional Ground Space Pricing Schedule
Exhibit I	Certain AT&T Collocator Competitors
Exhibit J	Authorized Representatives
Exhibit K	Mobile Telephone Switching Offices and Other Permanent Structures
Schedule 1-A ³	19 Year Lease Sites
Schedule 1-B	20 Year Lease Sites
Schedule 1-C	21 Year Lease Sites
Schedule 1-D	22 Year Lease Sites
Schedule 1-E	23 Year Lease Sites
Schedule 1-F	24 Year Lease Sites
Schedule 1-G	25 Year Lease Sites
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Schedule 1-J	28 Year Lease Sites
Schedule 1-K	29 Year Lease Sites
Schedule 1-L	30 Year Lease Sites
Schedule 1-M	31 Year Lease Sites
Schedule 1-N	32 Year Lease Sites
Schedule 1-O	33 Year Lease Sites
Schedule 1-P	34 Year Lease Sites
Schedule 1-Q	35 Year Lease Sites
Schedule 5(d)	Ground Lease Extension Terms

¹ At the Effective Date, Exhibit A shall include all “MPL Sites” under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

² At the Effective Date, Exhibit B shall include all “MPL Sites” that are “Lease Sites”, in each case under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

³ At the Effective Date, Schedules 1-A through 1-Q shall collectively include all “MPL Sites” under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

MPL SITE MASTER LEASE AGREEMENT

This MPL SITE MASTER LEASE AGREEMENT (this "Agreement") is entered into this [__] day of [____], 2013 (the "Effective Date"), by and among [____], a Delaware limited liability company, as Tower Operator, AT&T MOBILITY LLC, a Delaware limited liability company, as AT&T Guarantor, and AT&T Collocator (as defined below). AT&T Collocator, AT&T Guarantor and Tower Operator are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. Certain Affiliates of AT&T Guarantor 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 AT&T Lessors, Tower Operator and AT&T Guarantor (the "MPL"); and

C. Tower Operator desires to lease or give AT&T 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 AT&T 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.

“AT&T” means AT&T Parent and Affiliates thereof that are parties to the Master Agreement.

“AT&T Collocator” means, with respect to each Site, the Person identified as the “AT&T 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 AT&T Collocator’s rights hereunder.

“AT&T Collocator Competitor” means any Person principally in the business of providing wireline local exchange carrier or wireless services (including, without limitation, each of the Persons listed under the heading “AT&T Collocator Competitors” on Exhibit I), and any of such Person’s Affiliates.

“AT&T Communications Equipment” means any Communications Equipment at a Site owned or leased and used exclusively (subject to Section 9(b)) by one or more of AT&T Collocator and any Wholly Owned Affiliate.

“AT&T Ground Lease Party” means each AT&T 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 AT&T Lessor pursuant to the Master Agreement.

“AT&T Group” means, collectively, AT&T Parent and its Affiliates (including each AT&T Lessor, each AT&T Ground Lease Party and AT&T 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 AT&T Parent that at any time becomes a “sublessee” under this Agreement in accordance with the provisions of this Agreement).

“AT&T Group Member” means each member of the AT&T Group.

“AT&T Guarantor” means AT&T Mobility LLC, a Delaware limited liability company, and its permitted successors and assigns (to the extent permitted or required hereunder).

“AT&T Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to AT&T Communications Equipment (other than a Tower), but excluding any Modification added by Tower Operator in accordance with Section 7. All utility connections that provide service to AT&T Communications Equipment, including those providing access and backhaul services, and all Improvements or other assets used in connection with any switching or wireline business of any AT&T Group Member (including any mobile telephone switching office and the switching and related equipment located at a Site), or any other Improvements owned by AT&T Collocator or

any Wholly Owned Affiliate and not used in connection with the Collocation Operations, shall be deemed AT&T Improvements.

“AT&T Indemnitee” means each AT&T Lessor, each AT&T Ground Lease Party and AT&T 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).

“AT&T Lessor” means, as to any Site, the lessor under the MPL for such Site.

“AT&T Parent” means AT&T Inc., a Delaware corporation.

“AT&T Primary Collocator” means New Cingular Wireless PCS, LLC, a Delaware limited liability company.

“AT&T Primary Tower Space RAD Center” means, in respect of each Tower, the RAD center on such Tower with the largest portion of the AT&T Communications Equipment attached, which RAD center shall be identified in the applicable Site Lease Agreement for each Site.

“Authorized Representative” means any of the individuals listed on Exhibit J, together with their successors holding equivalent corporate titles.

“Available Space” means, as to any Site, the portion of the Tower and Land not constituting AT&T 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 Code” means Title 11 of the United States Code as amended from time to time, including any successor legislation thereto.

“Bankruptcy Event” means, as to any Person, the filing of any voluntary petition under federal or state bankruptcy or insolvency laws on behalf of such Person; the filing of any involuntary petition under federal or state bankruptcy or insolvency laws against such Person and the failure of such Person to promptly obtain dismissal of that filing or the continuation of the resulting proceeding for sixty (60) days or more, or any consent of such Person to such proceeding; the filing of any petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency of such Person; the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of such Person or its property; the making of any assignment for the benefit of creditors of such Person; the admission in writing of such Person’s inability to pay its debts generally as they become due; or the taking of any action in furtherance of any of the foregoing actions.

“Business Day” means any day other than a Saturday, a Sunday, a federal holiday or any other day on which banks in New York City are authorized or obligated by Law to close.

“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.

“Claims” means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including reasonable fees and expenses of attorneys and other appropriate professional advisers).

“Collocation Agreement” means an agreement between an AT&T 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 an AT&T Group Member, such third party is not an Affiliate of such AT&T Group Member on the Effective Date), on the other hand, pursuant to which such AT&T 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 and guaranties related thereto (it being understood that in the case of a master collocation agreement, the Collocation Agreement shall be the applicable site lease agreement (including any rights, interests and provisions incorporated therein)). For clarity, utility and power-sharing agreements between an AT&T Group Member and a third party are not Collocation Agreements.

“Communications Equipment” means, as to any Site, all equipment installed at (i) the AT&T Collocation Space by or with respect to any AT&T Collocator or any Wholly Owned Affiliate 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, which 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 AT&T Collocation Space, together with all AT&T Communications Equipment and AT&T Improvements at such Site (with respect to AT&T 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 such Tower Subtenant).

“Emergency” means any event that causes, has caused or is reasonably likely to imminently cause (i) any bodily injury, personal injury or material property damage, (ii) the suspension, revocation, termination or any other material adverse effect as to any Governmental Approvals reasonably necessary for the use or operation of Communications Equipment or a Site, (iii) any material adverse effect on the ability of AT&T Collocator, or any Tower Subtenant, 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 the same may be amended or replaced from time to time, and all regulations promulgated under or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act of 1976; 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 AT&T Communications Equipment or AT&T 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 (including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water), nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, aircraft or vehicle damage, natural disaster, governmental Laws, regulations, orders or restrictions.

“Governmental Approvals” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations 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 an AT&T Lessor or an AT&T Ground Lease 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 and guarantees related thereto.

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

“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, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“Horizontal Plane” means the space that is perpendicular to the AT&T Collocator’s vertical space on a Tower equal to 15 feet from the exterior face of the Tower in all directions; provided that such space shall not include any space beyond the outer boundaries of the Site.

“Improvements” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or Shelters, huts or buildings, electrical service and access for the placement and servicing of AT&T Collocator’s and, if applicable, each Tower Subtenant’s Improvements; (ii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iii) grounding rings; (iv) fencing; (v) signage; (vi) connections for telephone service or utility service up to the meter; (vii) hardware constituting a Tower platform to hold AT&T Collocator’s and, if applicable, each Tower Subtenant’s Communications Equipment; (viii) access road improvements; (ix) Shelters; (x) all marking/lighting systems and light monitoring devices; and (xi) 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). For clarity, Improvements do not include Communications Equipment.

“Included Property” means, with respect to each Site, (i) the Land related to such Site (including the applicable interest in any Ground Lease), (ii) the Tower located on such Site (including the AT&T Collocation Space) and (iii) the related Improvements (excluding AT&T Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site; but excluding, in each case of (i), (ii) and (iii), any Excluded Asset and all Tower Subtenant Communications Equipment.

“Indemnified Party” means an AT&T Indemnitee or a Tower Operator Indemnitee, as the case may be.

“Initial Lease Sites” means the Sites set forth on Exhibit B.

“Land” means, with respect to each Site, the tracts, pieces or parcels of land constituting such Site, together with all easements, rights of way and other rights appurtenant thereto.

“Law” means any law, statute, common law, 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 Subsequent 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 October 18, 2013, by and among Crown Castle International Corp., AT&T Parent, Tower Operator, the AT&T Lessors and the Sale Site Subsidiaries.

“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.

“MLA Ground Space” means, with respect to any Site, (i) 432 square feet of Land (in the case of Sites where a Shelter is maintained as of the Effective Date) or (ii) 145 square feet of Land (in the case of Sites where a Shelter is not maintained as of the Effective Date).

“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 any Improvement on any 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 similar 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.

“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 AT&T 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 AT&T Lessor, AT&T Ground Lease Party, Tower Operator or AT&T Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

“Reserved Property” means the Land beneath any mobile telephone switching office and other permanent structures (for the avoidance of doubt, other than a Tower) and any fuel tanks associated with any such office, in each case on the Sites set forth on Exhibit K hereto, and any replacement thereof or substitution therefor with a similar structure for so long as any AT&T Group Member maintains (without regard to any demolition in connection with the planned replacement thereof or substitution therefor and any period of construction or restoration thereof) such structures or any replacement thereof or substitution therefor with a similar structure.

“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 AT&T Communications Equipment or AT&T Improvements, the restoration of which shall be the sole cost and obligation of AT&T Collocator, and excluding any Tower Subtenant Communications Equipment or Tower Subtenant Improvements, the restoration of which shall be the sole cost and obligation of such Tower Subtenant) 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 AT&T 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, or an incremental payment triggered by, a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

“Right of Substitution” means the right of AT&T Collocator to remove the AT&T Communications Equipment from the AT&T Primary Tower Space or AT&T Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of its Communications Facility in such space to a portion of such Available Space, such that the resulting space occupied by AT&T Collocator and the AT&T Communications Equipment is not larger than the AT&T Primary Tower Space or AT&T 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 [____], 2013, among the Sale Site Subsidiaries, [AT&T Collocator] and AT&T Guarantor.

“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). For purposes of this Agreement, the addition or removal of generators or similar systems used to provide power or back-up power at a Site shall be considered a Severable 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).

“Shelter” means a walk-in ground shelter for purposes of housing Communications Equipment, heating, ventilation and air conditioning units, generators and other equipment related to the use and operation of Communications Equipment; provided that such structure is owned and used, and intended for use, exclusively by one or more of AT&T Collocator and any Wholly Owned Affiliate. For the avoidance of doubt, “Shelters” shall not include equipment cabinets.

“Site” means each parcel of Land subject to this Agreement from time to time, 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 AT&T Improvements, AT&T Communications Equipment, any Tower Subtenant 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 19 Year Lease Sites, the last Business Day of 2032, (ii) as to the 20 Year Lease Sites, the last Business Day of 2033, (iii) as to the 21 Year Lease Sites, the last Business Day of 2034, (iv) as to the 22 Year Lease Sites, the last Business Day of 2035, (v) as to the 23 Year Lease Sites, the last Business Day of 2036, (vi) as to the 24 Year Lease Sites, the last Business Day of 2037, (vii) as to the 25 Year Lease Sites, the last Business Day of 2038, (viii) as to the 26 Year Lease Sites, the last Business Day of 2039, (ix) as to the 27 Year Lease Sites, the last Business Day of 2040, (x) as to the 28 Year Lease Sites, the last Business Day of 2041, (xi) as to the 29 Year Lease Sites, the last Business Day of 2042, (xii) as to the 30 Year Lease Sites, the last Business Day of 2043, (xiii) as to the 31 Year Lease Sites, the last Business Day of 2044, (xiv) as to the 32 Year Lease Sites, the last Business Day of 2045, (xv) as to the 33 Year Lease Sites, the last Business Day of 2046, (xvi) as to the 34 Year Lease Sites, the last Business Day of 2047 and (xvii) as to the 35 Year Lease Sites, the last Business Day of 2048.

“Site Lease Agreement” means, as to any Site, a supplement to this Agreement, in substantially the form of Exhibit C attached to this Agreement.

“Subsequent 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.

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

“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.

“Tower” means the communications towers or other support structures on the Sites from time to time.

“Tower Operator” means [_____], a Delaware limited liability company, and its permitted successors and assignees hereunder, to the extent the same are permitted to succeed to Tower Operator’s rights hereunder.

“Tower Operator Competitor” means any Person (including such Person’s Affiliates) principally in the business of owning or otherwise controlling wireless communications sites for the purpose of leasing or licensing the right to locate wireless communications equipment on such sites to third party operators of wireless communications systems, but excluding any AT&T Collocator Competitor.

“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 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, the MPL, the Sale Site MLA or any other agreement (including with a Tower Subtenant) that is in excess of the Revenue Sharing payment obligation (if any) 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, the MPL, the Sale Site MLA or any other agreement (including with a Tower Subtenant); 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 no later than six (6) months after the termination or expiration of the previously existing Ground Lease, (B) the new Ground Lease continues to remain in the name of an AT&T Lessor or AT&T Ground Lease Party 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 AT&T Collocator) that (i) is a “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting the right to use Available Space at such Site (prior to the Effective Date); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such Site (from and after the Effective Date).

“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, other than those owned by an AT&T Group Member or a third party other than a Tower Subtenant, 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.

“Wholly Owned Affiliate” means (i) so long as AT&T Guarantor is wholly owned, directly or indirectly, by AT&T Parent, any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Parent or (ii) if AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, (A) any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Guarantor or (B) subject to Section 34, any Person that is directly or indirectly wholly owned by AT&T Parent (but with respect to any such Person described in this clause (ii)(B), only to the extent that such Person used the applicable Site as of the date AT&T Guarantor ceased to be wholly owned by AT&T Parent).

“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.

“19 Year Lease Sites” means the Sites set forth on Schedule 1-A hereto.

“20 Year Lease Sites” means the Sites set forth on Schedule 1-B hereto.

“21 Year Lease Sites” means the Sites set forth on Schedule 1-C hereto.

“22 Year Lease Sites” means the Sites set forth on Schedule 1-D hereto.

“23 Year Lease Sites” means the Sites set forth on Schedule 1-E hereto.

“24 Year Lease Sites” means the Sites set forth on Schedule 1-F hereto.

“25 Year Lease Sites” means the Sites set forth on Schedule 1-G hereto.

“26 Year Lease Sites” means the Sites set forth on Schedule 1-H hereto.

“27 Year Lease Sites” means the Sites set forth on Schedule 1-I hereto.

“28 Year Lease Sites” means the Sites set forth on Schedule 1-J hereto.

“29 Year Lease Sites” means the Sites set forth on Schedule 1-K hereto.

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

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

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

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

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

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

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>
Abandonment Fee	Section 3(d)
Additional Equipment	Section 9(d)
Additional Ground Space	Section 11(a)
Annual Escalator	Section 4(a)
ASR	Section 6(a)(iii)
AT&T Assignee	Section 16(b)(i)
AT&T Collocation Space	Section 9(a)
AT&T Collocator Obligations	Section 33(b)
AT&T Lessor Extension Notice	Section 5(d)(iii)
AT&T Parent Affiliate	Section 34
AT&T Parent Affiliate License	Section 34
AT&T Primary Ground Space	Section 9(a)(i)
AT&T Primary Tower Space	Section 9(a)(ii)
AT&T Rent Amount	Section 4(a)
AT&T Reserved Amount of Tower Equipment	Section 9(c)
AT&T Termination Right	Section 3(b)
AT&T Transfer	Section 16(b)(i)
Casualty Notice	Section 30(a)

Chosen Courts	Section 32(b)
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(b)
MPL	Recitals
NOTAM	Section 20(h)(i)
Party	Preamble
Per-Site Rent Amount	Section 4(a)
PRIRC	Section 18(b)
Qualified Tower Operator	Section 16(a)(i)
Qualifying Transferee	Section 16(b)(ii)
Reserved AT&T Loading Capacity	Section 6(a)(ii)
Restorable Site	Section 30(a)
Site Engineering Application	Section 9(e)(i)
Subsequent Use	Section 8(a)
Telecom Affiliate	Section 19(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)(iv)
Tower Operator Extension or Relocation Notice	Section 5(d)(ii)
Tower Operator Work	Section 7(c)
Unused Existing Effective Date Capacity	Section 6(a)(ii)

(c) Terms Defined in the 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>
AT&T's Share of Transaction Revenue Sharing Payments	Section 1.1
Collateral Agreement	Section 1.1
Collocation Operations	Section 1.1
Contributable Site	Section 4.1(a)
Excluded Asset	Section 1.1
NEPA	Section 1.1
Permitted Liens	Section 1.1
Post-Closing Liabilities	Section 1.1
Pre-Lease Site	Section 1.1
Sale Site Subsidiary	Section 1.1
Sale Sites	Section 1.1
Tower Operator's Share of Transaction Revenue Sharing Payments	Section 1.1

Defined Term
Tower Related Assets
Transition Services Agreement

Section
Section 1.1
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:

Defined Term
Permitted Use
Purchase Option
Purchase Option Closing Date
Secured Tower Operator Loan
Tower Operator Lender
Tower Operator Property Tax Charge
Transaction Documents

Section
Section 1(a)
Section 20(a)
Section 20(a)
Section 1(a)
Section 1(a)
Section 22(c)
Section 1(a)

(e) Construction. Unless the express context otherwise requires:

(i) the words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(ii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa;

(iii) any references herein to “\$” are to United States Dollars;

(iv) any references herein to a specific Section, Schedule or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of this Agreement;

(v) any references 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;

(vi) any use of the words “or”, “either” or “any” shall not be exclusive;

(vii) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(viii) references herein to any gender include each other gender; and

(ix) any provision providing 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, shall be construed as an

obligation by Tower Operator or such Affiliate of Tower Operator to use commercially reasonable efforts to cause such Tower Subtenant's compliance therewith.

SECTION 2. Grant; Documents; Operating Principles.

(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 Subsequent Closing Date as to each Managed Site converted to a Lease Site hereunder pursuant to a Subsequent Closing, Tower Operator hereby leases to AT&T Collocator, and AT&T Collocator hereby leases from Tower Operator, the AT&T 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 Subsequent Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the AT&T Collocation Space available for the exclusive use and possession of AT&T Collocator except as otherwise expressly provided herein, whether or not such AT&T 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 AT&T Collocation Space at any Managed Site until the Subsequent Closing at which such Managed Site is converted to a Lease Site. Tower Operator and AT&T 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 for bankruptcy-law purposes (and without impairing the express rights of any Party hereunder), 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 AT&T Collocator in accordance with the terms of this Agreement and the Master Agreement. Following the Effective Date, (i) either AT&T Collocator or Tower Operator may, at any time, prepare a Site Lease Agreement and deliver it to the other Party for its approval, not to be unreasonably withheld, delayed or conditioned, and (ii) Tower Operator shall prepare a Site Lease Agreement for a Site, and shall deliver the same to AT&T Collocator for its approval, not to be unreasonably withheld, delayed or conditioned, no later than one hundred eighty (180) days after the first time Tower Operator performs a structural analysis or other work requiring an inventory of such Site for Tower Operator, AT&T Collocator or a Tower Subtenant; provided, however, that 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; provided, further, that (x) if AT&T Collocator seeks to install any new AT&T Communications Equipment, or modify any existing AT&T Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be executed prior to the installation or modification of such AT&T Collocator Communications Equipment and (y) if Tower Operator seeks to allow a Tower Subtenant to locate at any Site at any time after the Effective Date, until the Site Lease Agreement is entered into with respect to a Site, Tower Operator may collocate Tower Subtenants anywhere on such Site outside of the Effective Date Ground Space provided that such Tower Subtenants' ground equipment and improvements are located in a manner that will permit the MLA Ground Space to be contiguous with the Effective Date Ground Space and does not impair the utility of the MLA Ground Space. The form of each Site Lease Agreement shall be substantially in the form of

Exhibit C hereto and may not be changed without the mutual agreement of Tower Operator and AT&T 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 AT&T Collocator and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the AT&T Communications Equipment or AT&T Improvements imposed by a Governmental Authority 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	Reserved
Exhibit H	Additional Equipment and Additional Ground Space Pricing Schedule
Exhibit I	Certain AT&T Collocator Competitors
Exhibit J	Authorized Representatives
Exhibit K	Mobile Telephone Switching Offices and other Permanent Structures

(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.

(f) Operating Principles.

(i) 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 AT&T 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 structured on an initial lump-sum basis (if such amounts payable are not capital contributions or other upfront payments for capital improvements to a Site related to the use of such Site by the collocator under such Collocation Agreement) or are otherwise 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.

(ii) During the Term of a Site, AT&T Collocator shall manage, operate and maintain the AT&T Collocation Space at such Site (A) in the ordinary course of business, (B) in compliance with applicable Law in all material respects, (C) in a manner consistent in all material respects with the manner in which AT&T Collocator manages, operates and maintains its other collocation spaces and (D) in a manner that shall not be less than the general standard of care in the telecommunications industry.

SECTION 3. Term and Termination Rights.

(a) Term; Conversion to Site Lease Agreement 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, and the term of this Agreement as to each Site shall be automatically extended for eight

additional five-year renewal terms, in each case unless it is terminated earlier pursuant to Section 3, Section 5(d)(iii), Section 8, 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 a Purchase Option prior to the applicable Site Expiration Date, the term of this Agreement as to any such Site shall automatically expire on such Site Expiration Date and Tower Operator's interest in and to such Site, including the AT&T Collocation Space, will revert to the applicable AT&T Lessor or AT&T Ground Lease Party; 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) AT&T Collocator Termination Right. Notwithstanding anything to the contrary contained herein, AT&T Collocator shall have the right to terminate its lease or other right to occupy the AT&T 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; (ii) at any time in accordance with Section 3(e) or Section 8(a); (iii) at any time if any Law or Order hereinafter enacted or ordered prohibits or materially interferes with AT&T Collocator's permitted use of the AT&T Collocation Space at such Site, so long as at least one other wireless carrier at the Site cannot (or, if AT&T Collocator is the sole subtenant at the Site, another wireless carrier could not) legally use the Tower at such Site for wireless operations without material interference by no fault of such other carrier's own; or (iv) at any time after the tenth anniversary of the Effective Date upon the inability of AT&T Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of AT&T's Communications Facility at such Site; provided, however, that AT&T Collocator may not assert such termination right if AT&T Collocator (x) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by AT&T Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against AT&T Collocator or its Affiliates because of any alleged wrongdoing by AT&T Collocator or its Affiliates, or (y) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date (each such date, a "Termination Date" and such rights, collectively, the "AT&T Termination Right").

(c) Exercise by AT&T Collocator. To exercise an AT&T Termination Right with respect to any Site, AT&T Collocator shall give Tower Operator written notice of such exercise (the "Termination Notice"), not less than 90 days prior to any Termination Date (or such lesser period as may be prescribed by another provision of this Agreement). If AT&T Collocator exercises an AT&T Termination Right as to any Site, AT&T Collocator shall not be required to pay the Per Site Rent Amount, 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 AT&T Collocator (and any of its Affiliates with rights hereunder) 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 AT&T Collocator Termination. Upon the Termination Date of any Site, AT&T Collocator shall, within thirty (30) days after such Termination Date, vacate the AT&T Collocation Space of such Site and abandon the AT&T Communications Equipment and pay Tower Operator a one-time abandonment fee (the "Abandonment Fee") of \$10,000 (subject to an increase of 2% per annum on the anniversary of the Effective Date), and the rights and title to, and interests in, such AT&T Communications Equipment shall pass to Tower Operator (on an as-is, where-is basis, without any representation or warranty by AT&T Collocator). Notwithstanding the foregoing, or any provision herein to the contrary, AT&T Collocator shall not abandon any ground-based electronics, batteries, fuel tanks and Hazardous Materials that are the responsibility of AT&T Collocator pursuant to Section 17, all of which shall be removed by AT&T Collocator from each Site by or before the applicable Termination Date of such Site. AT&T Collocator's right to occupy and use the AT&T 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 AT&T Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of AT&T Collocator's rights at any Site pursuant to this Agreement.

(e) Decommissioning. AT&T Collocator may terminate this Agreement at any time with respect to any Site if AT&T Collocator elects to decommission its use of the AT&T Collocation Space at such Site, upon 30 days' prior written notice to Tower Operator; provided, however, that (i) upon any termination pursuant to this Section 3(e), AT&T Collocator shall pay Tower Operator a sum equal to the net present value of the remaining AT&T Rent Amount for such Site until the end of the initial term or the then-current renewal term, as applicable, calculated using an eight percent (8%) discount rate, which amount shall be due and payable on or before the effective date of the termination of this Agreement with respect to such Site, and (ii) in any twelve (12) month period, AT&T Collocator may terminate this Agreement pursuant to this Section 3(e) with respect to no more than fifty (50) Sites (less the number of Sites with respect to which the Sale Site MLA is terminated pursuant to Section 3(e) of the Sale Site MLA during such twelve (12) month period, it being acknowledged and agreed that the fifty (50) Site limitation in any twelve (12) month period contained herein and therein is a single aggregated limitation with respect to each twelve (12) month period).

(f) AT&T Rent Amount. For the avoidance of doubt, subject to Section 25(b)(i) and Section 25(j), upon the termination of this Agreement as to any Site, such Site will not be included in any subsequent calculation of the AT&T Rent Amount, and the AT&T Rent Amount for the month of termination will be prorated as provided in Section 4(b).

(g) Termination. If this Agreement terminates with respect to any Site, all of the rights and duties of this Agreement with respect to such Site shall terminate at such time, unless otherwise expressly provided herein.

SECTION 4. Rent.

(a) Rent. On the tenth (10th) day of each calendar month during the Term, as to all Sites that are subject to this Agreement as of the first day of such calendar month, AT&T Collocator shall pay Tower Operator the AT&T Rent Amount. "AT&T Rent Amount" means an amount per month that is equal to (i) the number of Sites then subject to this Agreement and as to which AT&T Collocator's rent obligation has not terminated as provided by Section 4(d), multiplied by the Per-Site Rent Amount plus (ii) any amounts payable with respect to Additional Equipment in accordance with Section 9(d) or Additional Ground Space in accordance with Section 11(a). The "Per-Site Rent Amount" means \$1,900.00, subject to an increase of 2% in the Per Site Rent Amount applicable immediately prior to such anniversary (the "Annual Escalator") 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 (unless the Effective Date is on the first day of a month in which event the Annual Escalator shall be applied on each anniversary of the Effective Date).

(b) Prorated Rent Payments. If the Effective Date is a day other than the first day of a calendar month, (i) the AT&T Rent Amount 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 AT&T Rent Amount for the first full calendar month of the Term, and (ii) AT&T Collocator shall timely pay, to the extent it has not already paid, to each Ground Lessor directly, the rents, fees and other charges due and payable under the respective Ground Lease for the Initial Period (provided, that the foregoing shall not alter the apportionment of liability for such rents, fees and other charges between AT&T Parent and Tower Operator pursuant to the Master Agreement). 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 AT&T Rent Amount for such calendar month shall be prorated on a daily basis (and if such proration results in an overpayment of the AT&T Rent Amount for such calendar month, AT&T Collocator shall be entitled to deduct the excess from the following month's payment of the AT&T Rent Amount).

(c) Revenue Sharing Payments. AT&T Collocator shall pay to Tower Operator (or to the applicable Ground Lessor (i) if required to be paid directly to such Ground Lessor by the terms of the applicable Ground Lease or (ii) if so instructed by Tower Operator (which instruction may be a single, continuing instruction to make periodic payments as and when due)), as and when due and payable under any Ground Lease, AT&T's Share of Transaction Revenue Sharing Payments that are required to be made with respect to the AT&T Rent Amount for any Site, but excluding Tower Operator Negotiated Increased Revenue Sharing Payments. AT&T Collocator and Tower Operator shall agree, from time to time, on a mutually acceptable procedure to facilitate the identification of the Site in respect of which each payment of Transaction Revenue Sharing Payments by AT&T Collocator is being made. Tower Operator shall pay, as and when due and payable, Tower Operator's Share of Transaction Revenue Sharing Payments that are required to be made with respect to the AT&T Rent Amount for any Site.

(d) Termination of Rent Obligation. Notwithstanding anything to the contrary contained herein, if AT&T Collocator is not able to use or occupy the AT&T 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, or, subject to Section 25(b)(i) and Section 25(j), if this Agreement otherwise terminates with respect to any Site pursuant to the terms hereof, AT&T Collocator shall have no further obligation to pay the AT&T Rent Amount applicable to such Site. The foregoing shall not limit any other rights or remedies of AT&T Collocator hereunder.

(e) Offset Right. AT&T Collocator shall be entitled to set off against the AT&T Rent Amount or any other amounts that may become due from AT&T Collocator and payable to Tower Operator under this Agreement from time to time, the amount of (i) any Tower Operator Property Tax Charge due and payable and which remains unpaid fifteen (15) Business Days after written notice to Tower Operator of the same, (ii) any Lien discharged by an AT&T Lessor or AT&T Ground Lease Party pursuant to Section 14 of the MPL, and (iii) any amounts expended by an AT&T Lessor or AT&T Ground Lease Party pursuant to Section 5(c) of the MPL which have not been reimbursed within the period provided for in such section.

SECTION 5. Ground Leases.

(a) Compliance With Ground Leases. Tower Operator shall pay all rents, fees and other charges payable to the Ground Lessor under, and shall abide by, comply with and perform all other 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 each case unless such performance obligation is such that it requires performance by AT&T Collocator of such obligations pursuant to the applicable Ground Lease or this Agreement). To the extent that any Ground Lease imposes or requires the performance by 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 or its authorized agents and employees. Tower Operator shall not engage in, and shall use commercially reasonable efforts to prevent any Tower Subtenant from engaging in, any conduct that would (i) constitute a breach of or default under any Ground Lease or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate the applicable AT&T Lessor's or AT&T Ground Lease Party's right as ground lessee under such Ground Lease, or to exercise any other rights or remedies to which Ground Lessor may be entitled for a default or breach under the applicable Ground Lease. In no event shall Tower Operator have any liability to any AT&T Group Member for any breach of, or default under, a Ground Lease caused by an act of, or failure to perform a duty required to be performed by, AT&T Collocator, any AT&T Lessor, any AT&T Ground Lease Party or any AT&T Group Member or a breach of this Agreement or the MPL by any AT&T Collocator or any AT&T Lessor.

(b) Tower Operator Rights Under Ground Leases. Tower Operator shall be entitled, subject to the standards set forth in Section 2(f), 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 were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to the MPL, and (iii) otherwise satisfies the following requirements of this Section 5. AT&T Collocator agrees to execute and deliver, as promptly as reasonably practicable and in any event within fifteen (15) Business Days following request therefor by Tower Operator, any lease document, any collocation agreement 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 (including any renewal terms) of any Ground Lease relating to any Site, Tower Operator agrees to timely 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, in accordance with Section 5(d). AT&T Collocator agrees that it will not take any action with respect to any Ground Lease that is reasonably likely to cause such Ground Lease to be prematurely terminated without the prior written approval of Tower Operator, in Tower Operator's reasonable and good faith determination. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if AT&T 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 AT&T Collocator under this Agreement or (C) if as to such Site, AT&T Collocator has given a Termination Notice whose effective date precedes the expiration date of the Ground Lease (determined without regard to such extension option).

(d) Negotiation of Additional Ground Lease Extensions.

(i) Tower Operator shall use commercially reasonable efforts, consistent with its normal course of business for ground leased tower sites where Tower Operator or its Affiliate are the direct lessees under the ground lease, to negotiate and obtain, in accordance with the standards set forth in Section 2(f), the further extension of the term of all Ground Leases subject to the provisions of Section 5(b) and this Section 5(d). AT&T 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, however, that AT&T Collocator shall not be required to expend any funds in connection therewith or accept any liability for which Tower Operator is responsible under this Agreement. Beginning on the date that is seven (7) years prior to such expiration, Tower Operator will reasonably apprise AT&T Collocator, on AT&T Collocator's request from time to time (but no more frequently than two (2) times per year), of the progress of Tower

Operator's negotiations with the applicable Ground Lessor. Tower Operator shall be fully responsible for any Tower Operator Negotiated Increased Revenue Sharing Payments. Tower Operator shall have the exclusive right to negotiate with Ground Lessors and obtain the further extension of the term of all Ground Leases at all times until the date that is two (2) years before the expiration date of the applicable Ground Lease (or until the date that is six (6) months 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). If the applicable Ground Lease contains a right of first offer, right of first refusal or similar provision in favor of the lessee thereunder, Tower Operator shall have the exclusive right to exercise the rights under such provision; provided, however, that if Tower Operator fails to exercise its rights under such provision, the applicable AT&T Lessor or its Affiliate shall be entitled to exercise the lessee's rights thereunder and Tower Operator shall do all things reasonably necessary to facilitate such exercise. In furtherance of the foregoing, the applicable AT&T Lessor shall do all things reasonably necessary to facilitate the exercise of any right of first offer, right of first refusal or similar provision by Tower Operator, and Tower Operator shall use commercially reasonable efforts to coordinate its exercise or non-exercise of any right of first offer, right of first refusal or similar provision with the applicable AT&T Lessor or its Affiliate so as to permit such AT&T Lessor or Affiliate to timely exercise any such right in the event Tower Operator declines to do so.

(ii) Tower Operator shall provide AT&T Collocator with notice (a "Tower Operator Extension or Relocation Notice") no later than two (2) years before the expiration of any Ground Lease which does not include provisions of renewal beyond the scheduled expiration date (other than with respect to any such Ground Lease that is scheduled to expire within two (2) years 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 AT&T Collocator's use at no additional cost to AT&T Collocator (in which case such notice shall also describe Tower Operator's plans to relocate AT&T Communications Equipment in a manner that shall result in no costs to AT&T Collocator and no interruption of AT&T Collocator's business). In the event Tower Operator elects to pursue an alternative site, and such alternative site is satisfactory to AT&T Collocator, in its reasonable and good faith determination, AT&T Collocator shall enter into a lease or sublease agreement with Tower Operator with respect to such alternative site, on substantially the same terms as set forth in this Agreement, and the AT&T Communications Equipment shall be relocated to such alternative site, at Tower Operator's cost and expense.

(iii) If Tower Operator fails to timely deliver a Tower Operator Extension or Relocation Notice or AT&T Collocator, in its reasonable discretion, determines that Tower Operator's plans for an alternative site are not acceptable, the applicable AT&T Lessor or its Affiliate shall have the right, but not the obligation, to

commence negotiations with the applicable Ground Lessor under the expiring Ground Lease; provided, however, that such AT&T Lessor (and its Affiliates) may not commence such negotiations until the date that is two (2) years before the expiration date of the applicable Ground Lease (or until the date that is six (6) months 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 purposely adversely affect Tower Operator's economic interests in the applicable Site at any time; provided, further, that such AT&T Lessor or its Affiliate must negotiate any extension on commercially reasonable terms. Upon notice from the applicable AT&T 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 AT&T Lessor or its Affiliate may negotiate an extension or renewal of the applicable Ground Lease on commercially reasonable terms. If the applicable AT&T Lessor or its Affiliate completes the foregoing negotiations for, and executes, such Ground Lease extension or renewal, then such AT&T Lessor shall provide notice to Tower Operator of same (the "AT&T Lessor Extension Notice") and the 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 the applicable AT&T Lessor or its Affiliate elects to compel Tower Operator to, or Tower Operator notifies such AT&T Lessor or its Affiliate within 30 days of its receipt of the AT&T Lessor Extension Notice that it elects to, resume Tower Operator's obligations under the 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 AT&T Lessor of same; provided that the applicable AT&T Lessor or AT&T Ground Lease Party may compel Tower Operator to resume its obligations only if the terms of such Ground Lease comply with the standards set forth on Schedule 5(d). If the applicable AT&T Lessor or AT&T Ground Lease Party elects to compel or if Tower Operator elects to resume its obligations under the MPL and Section 5(a), then (x) Tower Operator shall reimburse the applicable AT&T Lessor or its Affiliate 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 AT&T Lessor or its Affiliate and (z) the MPL shall continue in full force and effect with respect to such Site 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 AT&T 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 MPL or this Agreement expires or terminates with respect to any Site as provided herein, then this Agreement

shall have no further force and effect as to the AT&T Collocation Space within such Site except for the obligations accruing prior to or as of the expiration or termination date for such Site that are then unperformed.

(e) Acquisition of Ground Lease Site by Tower Operator Affiliate or AT&T Affiliate. In the event that Tower Operator or its Affiliate acquires an interest in fee simple or an easement in the Land of any Site that is subject to a Ground Lease as of the Effective Date, Tower Operator or such Affiliate shall execute and deliver such documentation as is necessary to create a ground lease with respect to such Site with the applicable AT&T Lessor for such Site (which ground lease shall be subject to the terms of the MPL as the Ground Lease thereunder) for a term of no less than fifty (50) years from the date of such acquisition (or, if earlier, the length of the applicable easement) and on other terms (including rent payment terms) substantially the same as the terms of the applicable Ground Lease in effect as of the Effective Date. In the event that AT&T Collocator or its Affiliate acquires an interest in fee simple or an easement in the Land of any Site that is subject to a Ground Lease as of the Effective Date, AT&T Collocator or such Affiliate shall execute and deliver such documentation as is necessary to create a ground lease with respect to such Site with the applicable AT&T Lessor for such Site (which ground lease shall be subject to the terms of the MPL as the Ground Lease thereunder) for a term of no less than fifty (50) years from the date of such acquisition (or, if earlier, the length of the applicable easement) and on other terms (including rent payment terms) substantially the same as the terms of the applicable Ground Lease in effect as of the Effective Date.

SECTION 6. Condition of the Sites.

(a) Repair and Maintenance of Tower; Tower Modifications.

(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 Tower Operator shall provide AT&T Collocator, upon AT&T Collocator's request from time to time, but not to be more frequently than on a quarterly basis, with a 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 AT&T Collocator and Tower Subtenants may utilize such Site to the extent permitted in this Agreement.

(ii) Reserved AT&T Loading Capacity, Modification Cost Allocation. Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable AT&T Collocator to install the AT&T Reserved Amount of Tower Equipment in the AT&T

Primary Tower Space on such Tower (the “Reserved AT&T Loading Capacity”), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall be responsible only 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 AT&T Collocator to install Communications Equipment; and

(2) to provide AT&T Collocator with the portion of the Reserved AT&T Loading Capacity that (x) existed on such Tower but was not being used by AT&T Collocator as of the Effective Date (“Unused Existing Effective Date Capacity”) but (y) is unavailable at the time that AT&T Collocator wishes to install the AT&T Reserved Amount of Equipment due to the prior installation (from and after the Effective Date) of Communications Equipment by any Tower Subtenant or Tower Operator (including following a change in applicable Law that became effective after the Effective Date; provided that Communications Equipment shall have been installed by any new or existing Tower Subtenant or Tower Operator on or after the Effective Date that resulted in Tower Operator receiving additional site rental revenue, regardless of whether such prior installation occurred before or after such change in applicable Law); provided, however, that Tower Operator’s obligations under this Section 6(a)(ii)(A)(2) with respect to any Site shall terminate upon any assignment or transfer of AT&T Collocator’s rights, duties or obligations to such Site or the AT&T Collocation Space at such Site (other than any such assignment or transfer to any Affiliate of AT&T Collocator permitted by Section 16(b)(i)).

(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 AT&T Collocator with any portion of the Reserved AT&T Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) except as provided in Section 6(a)(ii)(A)(2) above, to provide AT&T Collocator with any portion of the Reserved AT&T Loading Capacity that is unavailable at the time AT&T Collocator installs the AT&T Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) as provided by Section 6(a)(iii).

(iii) Tower and Site Modifications, Insufficient Capacity as of Effective Date. With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the AT&T Reserved Amount of Tower Equipment, Tower Operator shall, to the extent possible and if permitted by applicable Law, upon request by AT&T Collocator and at AT&T Collocator's cost and expense (as an AT&T Collocator capital expenditure, without any increase in the AT&T Rent Amount or payment of any fee or charge to Tower Operator), make any Modifications (which shall include costs relating to structural analysis, Tower modification drawings or similar costs relating to such Modification) to a Tower reasonably necessary to increase the structural capacity of such Tower to support the AT&T Reserved Amount of Tower Equipment; provided, however, that (i) the price of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing market rates for similar Modifications charged by tower operators (including Tower Operator) at the relevant time and (ii) Tower Operator shall provide AT&T Collocator with reasonably detailed supporting documentation regarding both the determination of structural capacity of the Tower and the cost of any such Modifications. 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 AT&T Collocator's cost. If Tower Operator increasing the height of a Tower at the request of AT&T Collocator results in a requirement for FAA mandated lighting of such Tower, AT&T Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration ("ASR") for the Tower, 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 AT&T Collocator results in a requirement to detune the Tower, AT&T Collocator shall pay the cost of the related detuning equipment and its installation. If AT&T Collocator desires to replace or reinforce a Tower, AT&T Collocator shall provide notice thereof to Tower Operator, and Tower Operator shall or shall cause such work to be performed, and AT&T Collocator shall pay the actual and reasonable one-time cost of such work (as an AT&T Collocator capital expenditure, without any increase in the AT&T Rent Amount or payment of any fee or charge to Tower Operator), together with all actual and reasonable costs incident thereto, within 30 days after Tower Operator delivers to AT&T Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(iv) 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 AT&T Collocation Space at any time subject to the provisions of Section 6(a)(ii); provided, however, that if an application to install Third Party Communications Equipment is made after Tower Operator has received an application from AT&T

Collocator to install any of the AT&T Reserved Amount of Tower Equipment, Tower Operator shall, provided that (x) AT&T Collocator's application to install the AT&T Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the AT&T 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 AT&T Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the exclusivity of the AT&T Primary Tower Space, Tower Operator and Tower Subtenants and their employees, contractors and agents shall have the right to enter the AT&T Primary Tower Space at any time, without notice to AT&T 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 AT&T 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 or superior to 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 AT&T Collocator shall be responsible 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. AT&T Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of AT&T Collocator's non-compliance from and after the Effective Date with such requirements of the applicable Governmental Authorities unless due to Tower Operator's failure to perform its obligations under this Agreement or the MPL. 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 AT&T 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, and provided the Ground Lessor is not obligated to maintain access to such 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 AT&T Collocator. In the event that access to any Site is controlled by a Ground Lessor or other third party, Tower Operator will use commercially reasonable efforts to coordinate with such Ground Lessor or other third party to cause AT&T Collocator to have access consistent with this Section 6(c).

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 elects, including the addition or removal of land, construction, modification or addition to the Tower or other Improvements or any other structure or the reconstruction, replacement or alteration thereof; provided that Tower Operator shall provide not less than ten (10) Business Days' notice to AT&T Collocator if such Modification adversely affects such AT&T Collocator. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to, or materially adversely affecting, any AT&T Improvement or modify or replace any AT&T Communications Equipment except in the event of an Emergency as to which Tower Operator is not the cause or source (and, in such an Emergency, Tower Operator shall make reasonable efforts to notify AT&T Collocator prior to taking such actions and shall reimburse AT&T Collocator for any damage caused by Tower Operator or its agents; provided that if (i) any of AT&T Lessor, AT&T Collocator or any other AT&T Group Member or (ii) any AT&T Communications Equipment or AT&T Improvements are determined to be the cause or source of an Emergency, AT&T Collocator shall be responsible and shall reimburse Tower Operator for all costs and expenses related to such Emergency). Title to each Modification shall without further act or instrument vest in the applicable AT&T Lessor or AT&T Ground Lease Party and be deemed to constitute a part of the Site and be subject to this Agreement if, but only if, such Modification is required pursuant to Section 6(a) or is a Non-Severable Modification; provided, however, if Tower Operator exercises its Purchase Option with respect to such Site, title to all Modifications will transfer to Tower Operator. Title to all other Modifications shall vest in Tower Operator.

(b) In the event of any replacement of a Tower by Tower Operator, Tower Operator shall provide AT&T Collocator with suitable space at the Site during the construction period to permit the continued operation of the AT&T Communications Equipment in the AT&T Primary Tower Space or other space acceptable to AT&T Collocator in its reasonable discretion and in good faith, and Tower Operator shall be solely responsible for the costs associated with removing and re-installing the AT&T Communications Equipment on the replacement Tower; provided, that in the event of any replacement of a Tower because of an Emergency (but, for clarity, not in the event of a scheduled replacement in the ordinary course of business or to increase the available structural capacity of the Tower), Tower Operator shall not be required to provide such space unless suitable space is available within the Site. AT&T Collocator assumes all responsibilities, as to each Site, for any costs or expenses incurred as a result of AT&T Collocator's damage or harm to Towers from and after the Effective Date unless due to Tower Operator's failure to perform its obligations under this Agreement or the MPL. If, and only if, Tower Operator Work adversely affects the continued operations of AT&T Communications Equipment on such Site, AT&T Collocator shall have the right to deploy a temporary structure at any Site (without any increase in the AT&T Rent Amount) to host the AT&T Communications Equipment during the period of any Tower Operator Work, during an Emergency that inhibits AT&T Collocator's use of the AT&T Collocation Space. AT&T Collocator may abate the AT&T Rent Amount related to a Site during any period of construction of a Tower or Modification thereto, but if, and only if, AT&T Collocator is not reasonably capable of continuing to operate the AT&T Communications Equipment from the applicable Site or a

temporary location at the Site in accordance with the terms and conditions of this Agreement with reasonably similar quality of service and without additional cost or expense to AT&T Collocator.

(c) 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 Tower Operator has obtained all Governmental Approvals necessary for such Tower Operator Work, from all Governmental Authorities having jurisdiction with respect to any Site or such Tower Operator Work. AT&T 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 Governmental Approvals.

(ii) No Tower Operator Work may be performed in violation of Section 7(a) or Section 7(b).

(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) Except as otherwise expressly provided herein, all Tower Operator Work shall be performed at Tower Operator's or the subject Tower Subtenant's sole cost and expense and Tower Operator or the subject Tower Subtenant shall be responsible for payment of same. Tower Operator or the subject Tower Subtenant shall 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 or the subject Tower Subtenant shall promptly pay when due all costs and expenses incurred in connection with the Tower Operator Work. Tower Operator or the subject Tower Subtenant shall pay, or cause to be paid, all fees and Taxes required by Law in connection with the Tower Operator Work. Tower Operator may pass on any of the foregoing costs and expenses in whole or in part to a Tower Subtenant.

SECTION 8. AT&T Collocator's and Tower Operator's Obligations With Respect to Tower Subtenants; Interference.

(a) Interference to AT&T 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 AT&T Communications Equipment (a “Subsequent Use”), shall permit their equipment to interfere with AT&T Collocator’s permitted, lawfully installed and properly operated FCC licensed transmissions or reception (except for intermittent testing). In the event that AT&T Collocator experiences harmful RF interference caused by such Subsequent Use, then (i) AT&T Collocator shall notify Tower Operator in writing of such harmful 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 AT&T Collocator, Tower Operator shall request that Tower Subtenant reduce power or cease operations (except for intermittent testing) 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 that are in effect as of the Effective Date. Notwithstanding the foregoing, if such interference described above continues (i) for 10 days or longer after notice to Tower Operator, AT&T Collocator shall have no obligation to pay the AT&T Rent Amount with respect to the affected Site until the cure of such interference, or (ii) for 30 days or longer after notice to Tower Operator, then AT&T Collocator may, in addition to any other rights it may have with respect to Tower Operator’s breach of this Agreement, terminate this Agreement as to the affected Site.

(b) Interference by AT&T Collocator. Notwithstanding any prior approval by Tower Operator of AT&T Communications Equipment, AT&T Collocator agrees that it shall not allow AT&T Communications Equipment installed or modified subsequently to any Tower Operator or Tower Subtenant’s Communications Equipment to cause harmful RF interference to Tower Operator’s or any Tower Subtenant’s permitted, lawfully installed and properly operated FCC licensed transmissions or reception. If AT&T Collocator is notified in writing that its operations are causing harmful RF interference, AT&T 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 AT&T Collocator to reduce power or cease operations (except for intermittent testing) until such time as AT&T Collocator can make repairs to the interfering Communications Equipment. In the event that AT&T 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 AT&T 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 AT&T Collocator as the result of such actions. AT&T Collocator also agrees that it shall neither install AT&T 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, then, for so long as such limitation is applicable, 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 AT&T Collocator.

SECTION 9. AT&T Collocation Space.

(a) Collocation Space. As used herein, "AT&T Collocation Space," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the AT&T Improvements or AT&T 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 the Effective Date Ground Space is smaller than the MLA Ground Space at such Site, AT&T Collocator shall have the exclusive right to occupy an area up to the MLA Ground Space of contiguous and usable ground space, in such configuration as set forth in the applicable Site Lease Agreement (subject to Tower Operator's approval, not to be unreasonably withheld, delayed or conditioned, based on the conditions at the Site and safety and engineering considerations) 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 AT&T Collocation Space (such space, together with the Effective Date Ground Space, the "AT&T Primary Ground Space"). The AT&T Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than the MLA Ground Space available for AT&T Collocator's exclusive use within such Site, the AT&T Primary Ground Space at such Site shall be the ground space within such Site occupied by AT&T Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the AT&T Primary Ground Space (including all dimensions thereof) shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, (i) with respect to Sites with less than one thousand five hundred (1,500) square feet of ground space, if there is insufficient ground space at any Site for the use of other Tower Subtenants, then upon obtaining AT&T Collocator's prior written consent, not to be unreasonably withheld, delayed or conditioned, Tower Operator shall have the right to permit other Tower Subtenants to use portions of the AT&T Primary Ground Space (it being agreed that AT&T Collocator's intention to use all or a portion of the requested space at any time in the future shall be a reasonable basis to deny such consent), which space shall revert to forming a part of the AT&T Primary Ground Space if and when such other Tower Subtenant's Collocation Agreement terminates, and (ii) with respect to Sites with less than one thousand (1,000) square feet of ground space, Tower Operator shall have the right to permit such other Tower Subtenants, at their sole cost

and expense, to erect ground equipment stacking platforms at least two (2) feet above the top of the ground equipment maintained by AT&T Collocator in the AT&T Primary Ground Space; provided, however, that (x) such stacking shall not unreasonably interfere with or restrict access to the AT&T Improvements, the AT&T Communications Equipment or the AT&T Primary Ground Space (including the top surface thereof), and (y) in the event any such stacking requires the relocation or prevents the future placement of an E-911 antenna (or any successor technology thereto) or other ground or shelter or cabinet mounted antennae to permit a direct line of sight to any applicable satellite, Tower Operator shall make available an alternative location for the same without additional charge to AT&T Collocator and shall relocate the same (if applicable) at Tower Operator's cost and expense. Any consent of AT&T Collocator pursuant to the preceding sentence shall require the signature of an Authorized Representative. In the event of any dispute regarding whether any AT&T Collocator consent contemplated pursuant to this paragraph is being unreasonably withheld, conditioned or delayed, AT&T Collocator shall make available senior representatives of its Network Planning and Engineering group to consult with Tower Operator in an effort to resolve such dispute;

(ii) The portion(s) of the Tower on such Site on or within which any portion of AT&T 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, together with the Horizontal Plane with respect to such AT&T Communications Equipment attached to the AT&T Primary Tower Space RAD Center (the "Effective Date Tower Space"). For clarity, (1) the Effective Date Tower Space, other than the Horizontal Plane, need not be contiguous, and (2) the Horizontal Plane is one contiguous space located around the AT&T Primary Tower Space RAD Center. In the event AT&T Collocator occupies less than ten (10) contiguous vertical feet of space on such Tower, AT&T Collocator's exclusive reserved space on such Tower shall also include any additional and unoccupied vertical space adjacent to the space occupied by AT&T Collocator as is necessary to provide AT&T Collocator with such ten (10) contiguous vertical feet of space on such Tower on the Effective Date which shall be (x) five (5) contiguous feet of vertical space on each Tower above and below the AT&T Primary Tower Space RAD Center on such Tower or (y) if a portion of such space is occupied by a Tower Subtenant, any ten (10) contiguous vertical feet of space that contains, but is not centered on, the AT&T Primary Tower Space RAD Center on such Tower (in each case, ten (10) feet of vertical space in total at the AT&T Primary Tower Space RAD Center), together with the Horizontal Plane with respect to such space (the greater of such space and the Effective Date Tower Space, the "AT&T Primary Tower Space"). Notwithstanding the exclusivity of the AT&T Primary Tower Space, Tower Operator and Tower Subtenants and their employees, contractors and agents shall have the right to enter the AT&T Primary Tower Space at any time, without notice to AT&T 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

AT&T 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 one hundred (100) feet in height, upon obtaining AT&T Collocator's prior written consent, which consent cannot be unreasonably withheld, delayed or conditioned, Tower Operator shall have the right to install Communications Equipment of other Tower Subtenants within the AT&T Primary Tower Space (it being agreed that AT&T Collocator's intention to use all or a portion of the requested space at any time in the future shall be a reasonable basis to deny such consent), which space shall revert to forming a part of the AT&T Primary Tower Space if and when such other Tower Subtenant's Collocation Agreement terminates; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the AT&T Communications Equipment located within the AT&T Primary Tower Space. Any consent of AT&T Collocator pursuant to the preceding sentence shall require the signature of an Authorized Representative. In the event of any dispute regarding whether any AT&T Collocator consent contemplated pursuant to this paragraph is being unreasonably withheld, conditioned or delayed, AT&T Collocator shall make available senior representatives of its Network Planning and Engineering group to consult with Tower Operator in an effort to resolve such dispute;

(iii) Any Additional Ground Space; and

(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 AT&T Collocator's full use and enjoyment of the AT&T Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9.

(b) AT&T Collocator Permitted Use. AT&T Collocator shall use the AT&T Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of AT&T Collocator's Communications Facility, including the radio frequency signal generated by the AT&T Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services. AT&T Collocator shall not use the AT&T 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 AT&T Collocator), or of implied dedication of such AT&T Collocation Space. The AT&T Collocation Space shall be solely for the use of AT&T Collocator and Wholly Owned Affiliates, and except as specifically permitted hereunder (including Section 19(d)), AT&T Collocator (and Wholly Owned Affiliates) shall have no right to use or occupy any space at any Site other than the AT&T Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its AT&T Collocation Space with any Person other than Wholly Owned Affiliates and any Telecom Affiliates as specifically permitted in Section 19(d). AT&T Collocator and Wholly Owned Affiliates shall

not use the AT&T Collocation Space or any Communication Equipment to derive revenue or other benefits from Collocation Operations or 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). AT&T Collocator shall cause any Wholly Owned Affiliate that uses the AT&T Collocation Space, but is not itself an AT&T Collocator party to this Agreement, to comply with the terms and conditions of this Agreement and shall be responsible for such Wholly Owned Affiliate's use as if such use were AT&T Collocator's use of the AT&T Collocation Space.

(c) Reserved Amount of Tower Equipment in AT&T Collocation Space. As to each Site, AT&T Collocator shall have the right, at any time, to install, maintain, modify, replace and operate anywhere within the AT&T Primary Tower Space on the Tower any Communications Equipment consisting of the greater of (i) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 27,000 square inches, plus an area with a horizontal cross-section of 34 square inches running from the ground to AT&T Collocator's Communications Equipment for Cables, up to an aggregate weight load of 13 pounds per linear foot (which includes any associated conduit piping necessary to encase or protect any such Cables); provided Tower Operator has the right to approve the placement and configuration of the 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 (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (the greater of (i) and (ii), the "AT&T Reserved Amount of Tower Equipment"). Exhibit E attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment; provided, however, that the example calculations set forth in Exhibit E are intended as examples only and not as a limitation or prescription on the configurations of the actual AT&T Communications Equipment. The foregoing shall not limit AT&T Collocator's rights to place in the AT&T Collocation Space on a Tower, panel antennas, Cables or any other Communications Equipment, whether or not of different size, technology, structural loading characteristics, shape or transmission frequency than that which exists on such Tower on the Effective Date, without any increase in the AT&T Rent Amount, except as required by Section 9(d); provided, however, that (x) AT&T Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and other equipment do not exceed the Wind Load Surface Area of the AT&T Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, AT&T Collocator shall have the right from time to time to install, maintain, modify, replace and operate, without any increase in the AT&T Rent Amount, (i) any Communications Equipment and Improvements that it deems necessary in the AT&T Primary Ground Space and (ii) any Communications Equipment in the AT&T Primary Tower Space that constitutes AT&T Reserved Amount of Tower Equipment but that does not constitute Additional Equipment pursuant to Section 9(d). 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 Exhibit E.

(d) Additional AT&T Communications Equipment in the AT&T Primary Tower Space. AT&T Collocator may apply (pursuant to Section 9(e)) to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the AT&T Primary Tower Space in excess of the AT&T Reserved Amount of Tower Equipment (collectively "Additional Equipment") if there is sufficient structural load capacity available on the Tower at the time AT&T 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 and any subsequent Additional Equipment or changes to any such subsequent Additional Equipment in accordance with Section 9(e); provided, however, that AT&T Collocator will pay the applicable a la carte price for such Additional Equipment set forth on Exhibit H as an increase to the AT&T Rent Amount, except that if such Additional Equipment is subsequently removed, AT&T Collocator's obligation to pay such a la carte price will terminate at the end of the then-current initial or renewal term, as applicable.

(e) Application and Amendment Process.

(i) AT&T Collocator's rights to install and operate any AT&T Communications Equipment at a Site in addition to or in replacement of the AT&T Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional AT&T Communications Equipment or modification of the existing AT&T 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) AT&T Collocator has submitted to Tower Operator and Tower Operator has approved AT&T Collocator's application for such installation or modification (such approval not to be unreasonably withheld, conditioned or delayed) (a "Site Engineering Application"); (C) Tower Operator has received and approved AT&T Collocator's drawings showing the installation or modification of the AT&T Communications Equipment (such approval not to be unreasonably withheld, conditioned or delayed); (D) Tower Operator has reviewed and accepted, acting reasonably, all permits required to be obtained by AT&T Collocator for its installation or Modification of the AT&T Communications Equipment and all required regulatory or Governmental Approvals of AT&T 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 AT&T Collocator in the Site Engineering Application; (F) any applicable fees relating to the application and amendment process have been paid by AT&T Collocator in accordance with the practices and pricing existing at such time between the Parties or their Affiliates; and (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed by AT&T Collocator and Tower Operator has issued a notice to proceed with the proposed installation or modification; provided, however, that if the conditions

precedent listed in clauses (A) through (G) of this sentence are satisfied or determined not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install AT&T Communications Equipment that is within the AT&T Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed; provided, further, that the requirement that Tower Operator be obligated to expend funds in connection with such proposed installation or modification pursuant to the terms of Section 6(a)(ii)(A) of this Agreement shall not be a reasonable basis for the withholding of its consent. Tower Operator shall evaluate and respond to submissions by AT&T Collocator in a commercially reasonable time period substantially similar to the time period in which it responds to application requests by other subtenants within its portfolio of telecommunications tower sites; provided, however, that if any condition precedent described above is not satisfied within 180 days of the date of the execution by AT&T Collocator 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 AT&T Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement (unless the condition precedent is not met because of the actions or omissions of the terminating party, in which case such party shall not have such termination right unless the failure to terminate would cause a violation of Law or breach of the Ground Lease or any other contract or 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 AT&T Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) AT&T Collocator must provide Tower Operator with copies of any zoning application or amendment that AT&T 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 be reasonably likely to reduce the duration of the use of the subject Site or the operations thereon or materially 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 material 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 AT&T Collocator agrees to pay the cost of satisfying such conditions of approval. AT&T Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by AT&T 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. AT&T Collocator and Tower Operator expressly acknowledge that (i) the AT&T Collocation Space at each Lease Site is

deemed to be leased, subleased or otherwise made available by AT&T Lessor to Tower Operator pursuant to the MPL, and subleased back or otherwise made available to AT&T Collocator, pursuant to this Agreement, and (ii) the AT&T Collocation Space at each Managed Site shall be deemed reserved for or otherwise be made available to AT&T Collocator pursuant to this Agreement, in each case at each Lease Site and Managed Site for the exclusive possession (subject to Sections 9(a)(i) and 9(a)(ii)) and use by AT&T Collocator, except as otherwise expressly provided herein, whether or not such AT&T Collocation Space is now or hereafter occupied. AT&T Collocator shall have the right to occupy at all times during the term of the subject Site Lease Agreement, the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting AT&T Collocation Space and to repair, replace and modify any equipment of AT&T Collocator therein or thereon. Tower Operator also grants to AT&T Collocator as to each Site, and AT&T Collocator reserves and shall at all times retain (for the benefit of AT&T 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, all AT&T Improvements, any Reserved Property and any structures (including Shelters and cabinets) on a Site owned and used, and intended for use, exclusively by AT&T Collocator or any Affiliate of AT&T Collocator other than in the Collocation Operations, in each case on such Site as of the Effective Date (without regard to any demolition in connection with the planned replacement thereof or substitution therefor with a similar structure and any period of construction or restoration thereof) or any replacement thereof or substitution therefor with a similar structure, 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 or, in the case of an Emergency, as much notice as is practicable, in each case in accordance with Tower Operator's standard process), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as AT&T Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by AT&T Collocator) deems reasonably necessary in connection with its full use and enjoyment of the AT&T 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 AT&T Collocation Space;

(ii) Tower Access. The right to undertake any activity that involves having AT&T Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by AT&T Collocator climb the Tower at any Site, including any portion of the Tower leased to or occupied by a Tower Subtenant; provided, however, that AT&T Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that AT&T 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 AT&T

Collocator is actively performing work at the Site, to use any unoccupied portion of the ground space at the applicable Site (even if leased to but then unoccupied by a Tower Subtenant) for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that AT&T Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site that is not part of the AT&T Collocation Space 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 AT&T's Communications Facility on the Site, which right and easement includes the right of AT&T Collocator and its agents, employees and contractors to enter upon the Site (including any portion of the Site leased to or occupied by a Tower Subtenant) to repair, maintain and replace such utility facilities. AT&T Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) Maintenance. AT&T Collocator shall, at all times during the Term as to any Site, at AT&T Collocator's sole cost and expense, keep and maintain AT&T Communications Equipment and AT&T 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 AT&T Collocator under Section 3, and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing AT&T Collocator's payment obligations hereunder in any manner, including its obligation to pay the AT&T Rent Amount, AT&T Collocator shall not have any obligation to occupy or to operate a Communications Facility on the AT&T Collocation Space of any Site, and AT&T Collocator shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating AT&T's Communications Facility on the AT&T Collocation Space of such Site, and retain its right to such AT&T Collocation Space.

(i) Restoration. AT&T 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 AT&T Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by AT&T Collocator within thirty (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 AT&T 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 AT&T Collocator, and AT&T Collocator shall reimburse Tower

Operator for the actual and reasonable costs of such restoration work within 30 days after Tower Operator delivers to AT&T Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by AT&T Collocator to any Site or appurtenant property or access roads and any failure by AT&T 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 AT&T 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 AT&T Communications Equipment or AT&T 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.

(k) Obstructions. Except to the extent prohibited by applicable Law and in a manner consistent with the general standard of care in the tower industry, Tower Operator shall prevent and eliminate obstructions on a Site that prevent AT&T Collocator from having access to repair and replace all of the AT&T Communications Equipment and AT&T Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(l) Relocation of Certain AT&T Improvements. Tower Operator shall be permitted, upon at least ninety (90) days' prior written notice to AT&T Collocator and subject to AT&T Collocator's consent, not to be unreasonably withheld, conditioned or delayed, to relocate from one portion of a Site outside the AT&T Primary Ground Space to another suitable portion of such Site outside the AT&T Primary Ground Space, any structures or improvements related to the wireline, backhaul, access, retail or other non-wireless business of any AT&T Group Member (excluding any mobile telephone switching office and the switching and related equipment and any other permanent structure on a Site set forth on Exhibit K), at Tower Operator's sole cost and expense.

SECTION 10. Right of Substitution. If at any time during the Term there is any Available Space at any Site, then AT&T Collocator shall have the Right of Substitution as to such Available Space. The Right of Substitution pursuant to this Section 10 may be exercised by AT&T Collocator one time with respect to the AT&T Primary Tower Space and one time with respect to the AT&T Primary Ground Space of each Site, upon written notice to Tower Operator, subject to the application and amendment process described in Section 9(e) and provided that Tower Operator shall be entitled to perform in its reasonable discretion a structural analysis, at AT&T Collocator's sole cost and expense, prior to such exercise of a Right of Substitution. If AT&T Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the AT&T Communications Equipment on the Tower or the Ground, as the case may be, at AT&T Collocator's expense, the previously existing AT&T Collocation Space of the applicable Site shall automatically be released by AT&T Collocator and concurrently therewith, the Available Space on such Site to which the AT&T Communications Equipment has been relocated shall automatically become and constitute the AT&T Collocation Space of such Site. The parties shall promptly execute an amendment to the applicable Site Lease Agreement to

evidence any such substitution, and either party may elect to cause such amendment to be recorded at the recording party's cost and expense (but AT&T Collocator's exercise of the Right of Substitution shall not be conditioned on the execution of such amendment). AT&T Collocator shall, at AT&T Collocator's cost and expense, complete the relocation of its AT&T Communications Equipment within sixty (60) days of the execution of the amendment to the subject Site Lease Agreement following the exercise of its Right of Substitution and return the previously existing AT&T Collocation Space to its original condition, ordinary wear and tear excepted. If AT&T Collocator exercises its Right of Substitution as to any Available Space, then, upon execution of the amendment to the subject Site Lease Agreement, such Available Space shall become the AT&T Collocation Space and the former AT&T Collocation Space shall no longer be AT&T Collocation Space for all purposes of this Agreement. For the avoidance of doubt, the exercise of a Right of Substitution by AT&T Collocator shall not permit AT&T Collocator to attach the AT&T Communications Equipment on a Tower at more than one RAD center on such Tower at any time; provided, that if such AT&T Collocator occupies more than one RAD center on such Tower as of the Effective Date, such AT&T Collocator shall not attach the AT&T Communications Equipment on such Tower to more than the same number of RAD centers as it occupied on such Tower as of the Effective Date.

SECTION 11. Additional Ground Space; Required Consents.

(a) Additional Ground Space. Without limitation of AT&T Collocator's rights under Section 9(a)(i), if AT&T Collocator deems it necessary to obtain additional ground space ("Additional Ground Space") to accommodate AT&T Collocator's needs at any Site, AT&T 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 additional space if it is not available at such Site and shall follow Tower Operator's standard application and amendment process as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available with respect to such Site, Tower Operator and AT&T Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which AT&T Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time AT&T deems it necessary to obtain such Additional Ground Space. Tower Operator shall be entitled to an increase in the AT&T Rent Amount from AT&T Collocator only if and to the extent the Additional Ground Space (i) includes space that was not previously part of the Site as of the Effective Date, unless and only to the extent Tower Operator previously leased unused AT&T Primary Ground Space to another Tower Subtenant pursuant to Section 9(a)(i) and only to the extent of such portion of AT&T Primary Ground Space leased to such Tower Subtenant or (ii) exceeds the MLA Ground Space. In each case, such increase in the AT&T Rent Amount shall be in an amount in accordance with the a la carte price set forth in Exhibit H.

(b) Required Ground Lessor and Governmental Consents. If the installation of any AT&T Communications Equipment, AT&T Improvement or any Tower Modification that AT&T Collocator desires to make (other than Modifications that are at Tower Operator's cost pursuant to Section 6(a)(ii)(A)) requires a Governmental Approval or the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor or any other Person, as applicable, AT&T 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 (or any Modification at Tower Operator's cost pursuant to Section 6(a)(ii)(A)) requires a Governmental Approval or the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor 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. Tower Operator and AT&T Collocator each agree to coordinate with the other Party to obtain such Governmental Approvals at the expense of the requesting Party.

SECTION 12. Limitations on Liens. AT&T Collocator shall not create or incur (and shall cause its Affiliates, contractors and their subcontractors not to create or incur) any Lien (other than Permitted Liens) against all or any part of any Site, in each case as a result of their actions or omissions. If any such Lien (other than Permitted Liens) is filed against all or any part of any Site as a result of the acts or omissions of AT&T Collocator or any of its Affiliates, contractors or their subcontractors, AT&T Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after receiving written notice of the same from Tower Operator; provided, however, that AT&T Collocator need not discharge a Lien the validity of which AT&T Collocator contests provided that (i) such Lien is not reasonably likely to cause a default under any Ground Lease or Secured Tower Operator Loan, (ii) no portion of the Site is subject to imminent danger of loss or forfeiture by virtue of or by reason of such Lien, (iii) AT&T Collocator or its Affiliate provides Tower Operator, upon Tower Operator's request, with an indemnity reasonably satisfactory to Tower Operator assuring the discharge of AT&T Collocator's obligations for such Lien, including interest and penalties, and (iv) AT&T Collocator is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense. If AT&T Collocator fails to cause any such Lien (other than Permitted Liens) to be discharged as required by the preceding sentence, 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 AT&T Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to AT&T Collocator for the same.

SECTION 13. Tower Operator Indemnity; AT&T 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 AT&T 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 (x) ownership or (y) use, operation, maintenance or occupancy (other than the use, operation, maintenance or occupancy by any AT&T Indemnitee), in each case, of any part of a Site from and after the Effective

Date, including all obligations that relate to or arise out of any Ground Lease from and after the Effective Date;

(C) any work at a Site performed by or at the direction of a Tower Operator Indemnitee;

(D) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; 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 Tower Operator and its Affiliates, agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

Notwithstanding the foregoing, Tower Operator will (x) only be obliged to indemnify, defend and hold the AT&T Indemnitees harmless from, against and in respect of Claims arising from or relating to any default, breach or nonperformance of Section 2(f) (other than clause (A)(y) of the last sentence of Section 2(f)(i)) in the event that the Purchase Option with respect to the applicable Site is not exercised by the Tower Operator in accordance with the MPL and (y) not be obliged to indemnify, defend and hold the AT&T 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 AT&T 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 AT&T Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any AT&T Indemnitee with respect to the matters covered in such provision.

(b) AT&T Collocator Indemnity.

(i) Without limiting AT&T Collocator's other obligations under this Agreement, AT&T 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) any AT&T Indemnitee's ownership, use, operation,

maintenance or occupancy of any AT&T Communications Equipment or any portion of any Site (including the AT&T Collocation Space and any Reserved Property) in violation of the terms of this Agreement or any applicable Ground Lease;

(C) any work at a Site performed by or at the direction of an AT&T Indemnatee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that AT&T Collocator elects to perform under Section 24);

(D) the acts or omissions of an AT&T Indemnatee or any of their respective engineers, contractors or subcontractors; 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 AT&T Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) AT&T Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnatee harmless under any other provision of this Agreement which expressly provides that AT&T Collocator shall indemnify, defend and hold harmless any Tower Operator Indemnatee 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 reasonable out-of-pocket 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 reasonable out-of-pocket 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 out-of-pocket 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 respond within 30 days, the Indemnified Party shall send a second notice to the Indemnifying Party, marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND SHALL RESULT IN YOUR RIGHT TO OBJECT BEING WAIVED" and the envelope containing the request must be marked "PRIORITY". If the Indemnifying Party does not notify the Indemnified Party within such 5 Business Days after the receipt of such second notice 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 timely disputes the existence or scope of an obligation to

indemnify for the Claim, 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 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 32(b).

(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 except in compliance with the terms, conditions and procedures set forth in the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by AT&T Collocator, without AT&T Collocator's consent, which may be granted or withheld in AT&T Collocator's sole discretion.

SECTION 14. Waiver of Subrogation; Insurance.

(a) Mutual Waiver of Subrogation. To the fullest extent permitted by applicable Law, Tower Operator and AT&T 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 AT&T 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. 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 AT&T Communications Equipment or any other Tower Subtenant's Communications Equipment), paying as they become due all premiums for such insurance (it being understood that the insurance required under this Section 14(b) does not represent all coverage or limits necessary to protect Tower Operator or a limitation of Tower Operator's liability to AT&T Collocator pursuant to this Agreement):

(i) commercial general liability insurance, written on Insurance Services Office (ISO) Form CG 00 01 or its equivalent, insuring against all liability of Tower Operator (including actions of Tower Operator's officers, employees, agents, licensees and invitees conducting business on its behalf) 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 \$1.0 million for bodily injury or property damage or as a result of one occurrence, and \$2.0 million for bodily injury or property

damage in the aggregate. With respect to any policy written on a “claims-made” or “extended discovery” basis, Tower Operator will maintain coverage as to a Site for two years following the Term of this Agreement or the completion of all work associated with this Agreement, whichever is later;

(ii) umbrella or excess liability insurance with limits of \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount of \$100.0 million in the aggregate for all Sites and Sale 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 AT&T Communications Equipment and AT&T Improvements); provided that this Section 14(b)(iii) may be satisfied through a blanket policy of insurance that applies to other locations that are not Sites;

(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 accident, by disease-policy limit, and each employee;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall be \$1.0 million combined single limit for each accident and for bodily injury and property damage;

(vi) earthquake insurance (for Sites located in areas historically known for earthquake activity) in an amount equal to the replacement value of the Site and the Included Property at the Site; and

(vii) any other insurance required under the terms of the applicable Ground Lease.

(c) AT&T Collocator Insurance. For each Site, AT&T 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 AT&T 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 AT&T 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 AT&T Collocation Space of such Site, in an amount of \$1.0 million for bodily injury or property damage or as a result of one occurrence, and \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits of \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of AT&T 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 accident, by disease-policy limit, and each employee; 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 AT&T 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 AT&T 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 property insurance; and (ii) shall provide that the insurer gives 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 AT&T Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all required insurance and applicable endorsements 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) Insurer Requirements. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" or better 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 AT&T 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 AT&T 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.

(g) AT&T Collocator's Right to Self-Insure. AT&T Collocator shall be entitled to identify one or more types and strata of insurable risk with respect to which AT&T Collocator is required hereunder to obtain and maintain insurance coverage and, in lieu of obtaining and maintaining insurance with respect to such types and strata of risk, AT&T Collocator may self-insure such risks (including through an Affiliate of AT&T Collocator) in accordance with this Section 14.

SECTION 15. Estoppel Certificate. Tower Operator and AT&T Collocator each,

from time to time upon 10 Business 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 AT&T 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 AT&T Collocator, Tower Operator may not assign this Agreement or any of Tower Operator's rights, interests, duties or obligations under this Agreement in whole or in part to any Person; provided that AT&T Collocator's consent shall not be required if the assignee is not an AT&T Collocator Competitor and (x) meets the Assumption Requirements and is a Qualified Tower Operator (as defined below), (y) meets the Assumption Requirements and is an Affiliate of Tower Operator or (z) is 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, or that is owned or managed by Persons who have, a good business reputation and at least five (5) years' experience in the management and operation of communication towers in the United States.

(ii) Tower Operator shall deliver to AT&T 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 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) AT&T Collocator Assignment and Transfer Rights.

(i) AT&T 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, duties or obligations under this Agreement with respect to any Site or the AT&T 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 the AT&T Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee assumes and agrees to perform all obligations of the assigning party hereunder and is (A) an Affiliate of AT&T 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 AT&T Collocator or (C) is a wireless communications end user that intends to use the AT&T 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, an "AT&T Assignee," and such assignment, an "AT&T Transfer"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by an AT&T Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If AT&T Collocator effects an AT&T Transfer, then, (x) in the case of an AT&T Transfer by any AT&T Collocator to a Qualifying Transferee or (y) in the case of an AT&T Transfer by an AT&T Collocator other than AT&T Primary Collocator, the obligations of AT&T Collocator with respect to the AT&T Collocation Space that is the subject of the AT&T Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee (and in the case of an AT&T Transfer described in clause (y) above, to AT&T Guarantor pursuant to Section 33) of AT&T Collocator's interest in and to the AT&T Collocation Space for performance of all of the duties and obligations of AT&T Collocator under this Agreement with respect to such AT&T Collocation Space from and after the date of the AT&T Transfer. Otherwise, in the event of any AT&T Transfer, AT&T Collocator shall remain liable under this Agreement for the performance of AT&T

Collocator's duties and obligations hereunder as to such applicable AT&T Collocation Space that is the subject of the AT&T Transfer. As used herein, "Qualifying Transferee" means any Person (a) with a rating of BBB- (stable) or higher from Standard & Poor's Ratings Services (or any successor thereto) or Baa3 (stable) or higher from Moody's Investor Services (or any successor thereto), (b) with a credit rating from one of the aforementioned rating agencies equivalent to or higher than the then-current credit rating, if any, of AT&T Guarantor or (c) approved by Tower Operator, such approval not to be unreasonably withheld, conditioned or delayed.

(iii) In no event shall AT&T Collocator assign any of its rights, interests, duties or obligations under this Agreement (including use of the AT&T Collocation Space) with respect to less than the entirety of the AT&T Collocation Space at any Site.

(iv) AT&T Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which AT&T 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 AT&T Collocator under this Agreement to the extent of any such assignment (provided that AT&T Collocator's delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) AT&T Guarantor 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 33, to any Person; provided that Tower Operator's consent shall not be required in the case of an assignment by AT&T Guarantor of this Agreement to a successor Person of AT&T Guarantor by way of merger, consolidation or other business combination or a sale of all or substantially all of the assets of AT&T Guarantor if such successor Person or Person acquiring all or substantially all of the assets of AT&T Guarantor executes documentation reasonably satisfactory to Tower Operator assuming the obligations of AT&T Guarantor hereunder and becomes "AT&T Guarantor" for all purposes hereunder. Each of AT&T Guarantor and AT&T Collocator hereby agrees that any attempt of AT&T Guarantor or AT&T 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 AT&T Transfer or other disposition by AT&T Collocator of its interest in the AT&T Collocation Space to any Person that is a Tower Operator Competitor, all rights of AT&T Collocator relating to, and the associated obligations of Tower Operator with respect to, the AT&T Reserved Amount of Tower Equipment and the Reserved AT&T 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 coordinate with AT&T Collocator and all Tower Subtenants at a Site to facilitate compliance with applicable Environmental Laws applicable to the entire Site as a unit based on information either readily available to Tower Operator or information provided by other Tower Subtenants to Tower Operator to promote Site compliance; (iv) 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; and (v) 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, but only to the extent Tower Operator is responsible for such Hazardous Materials as a Post-Closing Liability under the Master Agreement. Tower Operator shall promptly notify AT&T Collocator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

(b) AT&T Collocator Environmental Covenants. AT&T 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 AT&T Collocation Space (i) AT&T Collocator shall not conduct or allow to be conducted upon any such AT&T Collocation Space of any Site any business operations or activities, or employ or use an AT&T Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that AT&T Collocator shall have the right to bring, use and keep on the AT&T 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 AT&T Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) AT&T Collocator shall carry on its business and operations on the AT&T 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) AT&T 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 AT&T Collocator or any of its Affiliates, agents, employees,

engineers, contractors or subcontractors, AT&T 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) AT&T Collocator shall promptly notify Tower Operator in writing if AT&T Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) AT&T 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 AT&T Collocation Space of, or otherwise affecting, any Site, (C) AT&T 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 AT&T 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, AT&T 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 November 30th of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, AT&T Collocator must provide notice to Tower Operator of any above ground or underground storage tank installed by AT&T Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. AT&T Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

(c) EPCRA Notices and Reports. For all Sites except those in California, Tower Operator shall, in each case to the extent required by applicable Law: (i) prepare complete and accurate (in all material respects) notices and reports required under the Emergency Planning and Community-Right-to-Know Act, 42 U.S.C. 11001 et seq., and regulations promulgated thereunder, with regard to each AT&T Lessors' operations at a Site; (ii) provide copies of all such notices and reports to each AT&T Lessor as soon as practical at AT&T Lessor's expense; (iii) sign and certify all such notices and reports, in each case in reliance upon and subject to any information provided by AT&T Lessor, AT&T Collocator or any of their Affiliates contained in such notices and reports and (iv) file all such notices and reports with the appropriate Governmental Authority no later than the date on which such reports or notices are required under applicable Law to be filed; provided, however, that AT&T Lessor shall be responsible and shall indemnify Tower Operator for all portions of any fines, levies, penalties and other costs and expenses that are imposed on or incurred by Tower Operator arising from or relating to any information provided by any AT&T Lessor, AT&T Collocator or any of their Affiliates to Tower Operator, or that reasonably should have been provided to Tower Operator pursuant to the subsequent sentence, for purposes of preparing such notices and reports. Each AT&T Lessor, AT&T Collocator and their respective Affiliates shall provide to Tower Operator access to any records or other information, including any past notices and reports, reasonably necessary to enable Tower Operator to prepare such notices and reports or to respond to any governmental or third-party demand in connection with such notices and reports. AT&T Lessor shall reimburse Tower Operator for any fees, costs and expenses imposed by Government Authorities for or associated with completing or filing such notices and reports. In the event 42 U.S.C. § 11004 or applicable state statutes, and regulations promulgated thereunder, require emergency release notifications, each AT&T Collocator shall make the notifications with respect to releases from

AT&T Communications Equipment or AT&T Improvements and such AT&T Collocator shall notify Tower Operator of the release and provide Tower Operator with records or copies of such notifications.

SECTION 18. Taxes; Fees.

(a) AT&T Collocator shall pay Tower Operator for 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 AT&T Collocator shall not be responsible for such sales Taxes with respect to rent payments unless (i) Tower Operator invoices AT&T Collocator for such sales Taxes under this Section 18(a) within 6 months (or, in the case of any rent payments billed within 12 months from the Effective Date, 12 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 6- or 12-month period, as applicable. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to AT&T Collocator of the applicable ruling or decision and give AT&T Collocator a reasonable opportunity to contest its liability for the Tax.

(b) Tower Operator represents that any AT&T Rent Amount received by Tower Operator from AT&T Collocator with respect to Sites located in Puerto Rico shall be treated as effectively connected with Tower Operator's conduct of a trade or business in Puerto Rico within the meaning of Section 1123(f) of the Puerto Rico Internal Revenue Code of 1994, as amended, and Section 1035.05 of the Puerto Rico Internal Revenue Code of 2011, as in effect on the date hereof or subsequently amended (the "PRIRC"). Tower Operator acknowledges that, to the extent any AT&T Rent Amount received by Tower Operator from AT&T Collocator with respect to Sites located in Puerto Rico is not effectively connected with Tower Operator's conduct of a trade or business in Puerto Rico, such AT&T Rent Amount shall be subject to Puerto Rico withholding Tax at the applicable rate set forth in Section 1062.11 of the PRIRC, as amended from time to time, including any successor legislation thereto.

(c) Unless specified in this Agreement (including in Section 9(e)(i)(F) or the exhibits hereto), no unilateral fees or additional costs or expenses are to be applied by either Party to the other Party, including, but not limited to, the review of plans, structural analyses, consents, the provision of documents or other communications between the Parties.

SECTION 19. Use of Easements and Utilities; Backhaul Services.

(a) Subject to any conditions in the applicable Ground Lease and in any applicable easements, AT&T Collocator and any Person providing wireless or wireline communications that is an Affiliate of AT&T Collocator ("Telecom Affiliate") shall have the right to use (i) any existing or future easements benefiting the Land, (ii) any existing or future facilities for access to the Land and the Site and (iii) any existing or future facilities for utilities available to Tower Operator under the Ground Lease, in each case for the sole purpose of supporting the services described in Section 19(d) and only to the extent such use does not materially adversely affect the use of such easements or facilities by Tower Operator or another Tower Subtenant. In obtaining easements, facilities for access and facilities for utilities from and

after the Effective Date, Tower Operator shall use commercially reasonable efforts to negotiate the terms of the same so that they are available for use by AT&T Collocator. 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, AT&T 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 AT&T Communications Equipment. If any easement benefiting the Land is insufficient for AT&T Collocator's use under this Section 19, then Tower Operator shall cooperate with AT&T Collocator to attempt to obtain easement rights from the Ground Lessor or adjacent property owner sufficient for AT&T Collocator's use and at no additional cost to Tower Operator.

(b) Tower Operator shall provide AT&T Collocator with access to any POTS telephone or other utility services at a Site that are available for use at AT&T Collocator's sole cost and expense. As among AT&T Collocator and all new Tower Subtenants, Tower Operator shall cause utility charges to be separately metered. AT&T Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by AT&T Collocator at each Site in the operation of AT&T'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 AT&T Collocator's usage, AT&T Collocator shall reimburse Tower Operator monthly for AT&T 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 AT&T Collocator's usage, AT&T Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and AT&T Collocator shall reimburse Tower Operator monthly for AT&T Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and AT&T Collocator agree to cooperate in determining a method by which to measure or estimate AT&T Collocator's usage if the usage is not capable of actual measurement); provided, however, that AT&T Collocator shall not be responsible for any utility bill unless Tower Operator notifies AT&T Collocator of such amount within 12 months after the applicable billing date. Notwithstanding anything to the contrary provided herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to AT&T Communications Equipment. AT&T Collocator shall pay for all utility services utilized by AT&T Collocator and its Affiliates in its operations at each Site prior to delinquency.

(c) If not prohibited by applicable Laws, AT&T Collocator shall allow Tower Operator to use AT&T 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; provided that AT&T Collocator shall have no liability to Tower Operator for any outage, unavailability or insufficiency of electrical power at any time. Connecting Tower Operator's light monitoring equipment to AT&T 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 AT&T Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses AT&T Collocator's power sources, Tower Operator may continue to

use such AT&T Collocator power sources in consideration of a monthly payment of \$50.00 per Site, subject to an increase of 2% 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. Tower Operator may connect to its own power source and stop using AT&T Collocator's power source at any time, upon which its obligation to make such monthly payments shall cease following written notice of the same to AT&T Collocator. 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) Tower Operator hereby acknowledges and agrees that AT&T Collocator may engage a Telecom Affiliate to provide telecommunications services to AT&T Collocator, including POTS, Fiber, Ethernet or other access or backhaul services, at no charge by Tower Operator to AT&T Collocator or Telecom Affiliate for the benefit of the AT&T Collocation Equipment at such Site. AT&T Collocator's utility connection point for such services at such Site shall be established on a common H-frame or other equipment configuration, in a location not to exceed 48 inches by 48 inches, to be mutually agreed upon by AT&T Collocator, Tower Operator and the Telecom Affiliate. If other Tower Subtenants order Telecom Affiliate services, such Tower Subtenants shall be permitted to use the H-frame or other equipment configuration at AT&T Collocator's sole discretion upon notice to Tower Operator and without additional charge to AT&T Collocator or Telecom Affiliate. Tower Operator acknowledges that AT&T Collocator and Telecom Affiliate may install equipment designed for a multi-tenant environment, and Tower Operator agrees not to restrict Telecom Affiliate in its ability to provide ordered services to additional Tower Subtenants at the same connection point for the benefit of such Tower Subtenants' Communications Equipment at such Site. Notwithstanding the foregoing, nothing in this Section 19(d) shall prohibit Tower Operator from charging such Tower Subtenants for any equipment, access or ground space (provided such space is not otherwise licensed to AT&T Collocator or such Tower Subtenant) required for such Tower Subtenant to connect to the Telecom Affiliate's services.

SECTION 20. Compliance with Law; Governmental Permits.

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all Governmental Approvals required or imposed by Governmental Authorities. Tower Operator shall comply with all applicable Laws 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 two immediately preceding sentences, Tower Operator shall maintain and repair at each Site in compliance with applicable Law (i) any ASR signs and any radio frequency exposure barriers and signs, including caution, notice, information or alert signs and (ii) any AM detuning equipment and, if required but not present at a Site, provide any necessary AM detuning equipment so that such Site complies with applicable Law. Tower Operator shall conduct annual inspections of all Sites with lighted Towers of such AT&T Lessor; provided that until the requisite waiver from the FCC has been obtained by the applicable AT&T Lessor, Tower Operator shall conduct quarterly inspections of all Sites with lighted Towers of such AT&T Lessor. AT&T Collocator shall, at its own cost and expense, comply with all

applicable Laws in connection with its use of each Site. Each AT&T 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 AT&T Lessor for which such waiver has not already been obtained. Tower Operator shall not commence any work at a Site until all required Government Authorizations necessary to perform that work have been obtained, as provided by Section 7(c).

(b) Tower Operator shall, at Tower Operator's cost and expense, obtain and maintain in effect all Governmental Approvals from the FAA and FCC relating to the operation and maintenance of each Site. To the extent Tower Operator and the AT&T Lessors disagree about the applicability of, or compliance with, Laws relating to FAA marking and lighting issues or FCC ASR or NEPA issues (whether discussed in this Section 20 or any other section of this Agreement), then the Parties shall adopt the approach consistent with industry practices and procedures. Tower Operator shall, at Tower Operator's cost and expense, provide the AT&T Lessors with copies of all Governmental Approvals from the FAA and FCC.

(c) Tower Operator shall, at its own cost and expense, reasonably cooperate with AT&T Collocator or its Affiliates in their efforts to obtain and maintain in effect any Governmental Approvals from the FCC and to comply with any Laws applicable to the AT&T Communications Equipment and the AT&T Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense and in a commercially reasonable time period, provide to AT&T Collocator any documentation in its possession or control that may be necessary for or reasonably requested by AT&T Collocator to comply with all FCC reporting requirements relating to the AT&T Communications Equipment and the AT&T Collocation Space.

(d) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for AT&T Collocator to obtain any Governmental Approval relating to the AT&T Communications Equipment itself (e.g., FCC type certification).

(e) AT&T Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide information required by Governmental Authorities and to comply with all Laws applicable to each Site.

(f) AT&T 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. Tower Operator shall not dispose of any such information before the earlier of five (5) years after the date on which such materials are created or received by Tower Operator and five (5) years after the expiration or termination of this Agreement as to the subject Site. Any such information described in this Section 20(f) shall be open for inspection upon reasonable notice by AT&T Collocator, at its cost, and its authorized representatives at reasonable hours at Tower Operator's principal office.

(g) If, as to any Site, any material Governmental Approval or certificate, registration, 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 AT&T Collocator or its Affiliates, agents or employees) or Tower Operator has breached any of its obligations under this Section 20, and Tower Operator has not confirmed to AT&T Collocator, within forty-eight (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 AT&T 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 reasonable, out-of-pocket 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 AT&T Collocator to obtain or restate) any Governmental Approval, certificates, permits, licenses, easements or approvals that relate exclusively to AT&T Communications Equipment itself. AT&T Collocator shall, at all times, keep, operate and maintain AT&T 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.

(h) 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 as part of or as a condition of any Governmental Approval or as 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 Notices To Airmen ("NOTAM") and other required reports in connection therewith. 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 provide the subject AT&T 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 25(c), if Tower Operator defaults on its obligations under this Section 20(h), and Tower Operator has not confirmed to the applicable AT&T Lessor, within forty-eight (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 AT&T 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 AT&T 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 AT&T Lessor, as applicable, within 45 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 rules, regulations, decisions and guidance of the FCC, including those regarding exposure by workers and members of the public to the radio frequency emissions generated by AT&T 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 rules, regulations, decisions and guidance, 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 is necessary in order to comply with the applicable FCC rules, regulations, decisions and guidance with respect to Communications Equipment other than AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T 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 AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T Collocator shall install same. Tower Operator shall cooperate in good faith with AT&T Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any AT&T Communications Equipment at or near any Site in respect of any AT&T Collocation Space on such Site.

(b) From and after the Effective Date, AT&T Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Subtenant with respect to each Site regarding compliance with applicable FCC rules, regulations, decisions and guidance.

(c) AT&T Collocator acknowledges and agrees that AT&T Communications Equipment at each Site is subject to the rules, regulations, decisions and guidance of the FCC, including those regarding exposure by workers and members of the public to the radio frequency emissions generated by AT&T Communications Equipment, and AT&T Collocator agrees to comply (and AT&T Collocator shall cause its Affiliates to comply) with all FCC rules, regulations, decisions and guidance and all other applicable Laws. AT&T Collocator acknowledges that such rules, regulations, decisions and guidance prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. AT&T Collocator shall install at its expense such marking, signage, or barriers to restrict access to any AT&T Communications Equipment on a Site in respect of any AT&T Collocation Space on such Site as AT&T Collocator deems necessary in order to comply with the applicable FCC rules, regulations, decisions and guidance. AT&T 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 AT&T Communications Equipment at or near any Site in respect of any AT&T Collocation Space on such Site. AT&T Collocator, at its option, may

also install signage at any Site identifying AT&T's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(d) AT&T Collocator further agrees to alert all personnel working at or near each Site, including AT&T 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 AT&T Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications and wireless services and that the Sites are used to directly or indirectly provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by AT&T Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by AT&T Collocator or its Affiliates, to allow Tower Operator to in any manner control the AT&T Communications Equipment, or to limit the right of AT&T 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 AT&T Collocator or its Affiliates may take with respect to a Site).

SECTION 22. Holding Over.

(a) If during the Term of this Agreement AT&T Collocator remains in possession of the AT&T Collocation Space at any Site after expiration or termination of AT&T Collocator's leaseback of or other right to use and occupy the AT&T Collocation Space at such Site without any express written agreement by Tower Operator, then AT&T Collocator shall be a month-to-month tenant with the monthly AT&T Rent Amount equal to 150% of the monthly AT&T Rent Amount last applicable to the AT&T Collocation Space and subject to all of the other terms set forth in this Agreement (including with respect to any increase in the applicable AT&T Rent Amount pursuant to Section 4(a)), except that such month-to-month tenancy shall be terminable by either Party on thirty (30) days' notice (subject to the provisions of Section 3).

(b) AT&T Collocator shall not be required to pay the AT&T 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. AT&T Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of AT&T 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 AT&T 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 AT&T Communications Equipment at any time, or to perform, or pay the cost of, any work that AT&T 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 right or remedy AT&T 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 injury to property or have a material adverse effect on the ability of AT&T Collocator to operate the AT&T Communications Equipment at any Site, then subject to the following sentence, AT&T 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, AT&T Collocator shall give Tower Operator at least 10 Business Days' prior written notice of AT&T 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 that 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 AT&T 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 MPL. AT&T 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 AT&T 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) AT&T Collocator Events of Default. The following events constitute events of default by AT&T Collocator:

(i) In respect of this Agreement or any Site Lease Agreement, AT&T Collocator fails to timely pay any portion of the AT&T Rent Amount, and any such

failure continues for fifteen (15) Business Days after receipt of written notice from Tower Operator of such failure;

(ii) AT&T Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the AT&T Rent Amount, and such failure continues for fifteen (15) Business Days after receipt of written notice from Tower Operator of such failure;

(iii) AT&T Collocator violates or breaches any material term of this Agreement in respect of any Site, and AT&T Collocator fails to cure such breach or violation within thirty (30) days of receiving written notice thereof from Tower Operator specifying such breach or violation in reasonable detail, 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 thereafter; 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 AT&T Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iv) A Bankruptcy Event occurs with respect to AT&T Primary Collocator, or AT&T Primary Collocator rejects its rights to sublease or other right by AT&T Primary Collocator to use and occupy any Site under Section 365 of the Bankruptcy Code;

(v) A Bankruptcy Event occurs with respect to any AT&T Collocator other than AT&T Primary Collocator, or any AT&T Collocator other than AT&T Primary Collocator rejects its rights to sublease or other right by such AT&T Collocator to use and occupy any Site under Section 365 of the Bankruptcy Code; or

(vi) The occurrence of any event of default by any AT&T Lessor or any AT&T Ground Lease Party under the MPL shall be deemed a separate breach hereof and an event of default hereunder.

(b) Tower Operator Remedies With Respect to AT&T Collocator Defaults; AT&T Collocator Cure Rights.

(i) Upon the occurrence of (A) any event of default by AT&T Collocator under Section 25(a)(i) or Section 25(a)(ii) or (B) any event of default by any AT&T Lessor or any AT&T Ground Lease Party under Section 25(a)(vi) (that relates to an event of default by any AT&T Lessor or AT&T Ground Lease Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL), Tower Operator may deliver to AT&T Collocator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND

MAY RESULT IN TERMINATION OF YOUR RIGHTS” and the envelope containing the request must be marked “PRIORITY”. If AT&T Collocator does not cure the event of default within 15 Business Days after delivery of such second notice, then (x) Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the AT&T Collocation Space only as to those Sites leased, used or occupied by AT&T Collocator with respect to which such event of default is occurring, and (y) accelerate all unpaid payments of the AT&T Rent Amount for the remainder of the then-current initial term or renewal term, as applicable, as to those Sites leased, used or occupied by AT&T Collocator with respect to which such event of default is occurring. Termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after AT&T Collocator’s receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect; provided, further, that if AT&T Collocator pays the accelerated amount described in clause (y) of the immediately preceding sentence within 30 days of receipt of the termination notice, AT&T Collocator shall be deemed to have cured such default and this Agreement shall continue in full force and effect with respect to the affected Site or Sites, except that AT&T Collocator shall have no further obligation to pay the AT&T Rent Amount to the extent already paid with respect to such Site(s) for the remainder of the then-current initial term or renewal term, as applicable.

(ii) Upon the occurrence of (A) any event of default by AT&T Collocator under Section 25(a)(iii) or (B) an event of default by any AT&T Lessor or any AT&T Ground Lease Party under Section 25(a)(vi) (that relates to an event of default by any AT&T Lessor or any AT&T Ground Lease Party under Section 29(a)(i) or Section 29(a)(ii) of the MPL with respect to such Site), Tower Operator may deliver to AT&T Collocator a second notice of default marked at the top in bold lettering with the following language: “A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS” and the envelope containing the request must be marked “PRIORITY”. If AT&T Collocator does not cure the event of default within 15 Business Days after delivery of such second notice, Tower Operator may terminate this Agreement as to the applicable Site and AT&T Collocator’s leaseback or other use and occupancy of the AT&T Collocation Space at such Site by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable AT&T Collocation Space, 30 days after AT&T Collocator’s receipt of such termination notice; provided; however, that this Agreement shall otherwise remain in effect.

(iii) Upon the occurrence of any event of default by AT&T Primary Collocator under Section 25(a)(iv), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the AT&T Collocation Space at any or all Sites leased, used or occupied by AT&T Collocator by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after AT&T Collocator’s receipt of such termination notice.

(iv) Upon the occurrence of (A) any event of default by AT&T Collocator (other than AT&T Primary Collocator) under Section 25(a)(v) or (B) any event of default by any AT&T Lessor or any AT&T Ground Lease Party under Section 25(a)(vi) (that relates to an event of default by any AT&T Lessor or any AT&T Ground Lease Party under Section 29(a)(iii) of the MPL), Tower Operator may terminate this Agreement as to the leaseback or other use and occupancy of the AT&T Collocation Space at any or all Sites leased, used or occupied by the AT&T Collocator, AT&T Lessor or AT&T Ground Lease Party that is the subject of the Bankruptcy Event or rejection (but not any Site leased, used or occupied by any other AT&T Collocator, AT&T Lessor or AT&T Ground Lease Party) by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after AT&T Collocator's receipt of such termination notice.

(v) Notwithstanding anything to the contrary contained herein, if AT&T Collocator is determined pursuant to Section 25(g) to be in default, then AT&T 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 AT&T 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 fails to timely pay any amount payable hereunder, and such failure continues for fifteen (15) Business Days after receipt of written notice from AT&T Collocator of such failure;

(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 thirty (30) days of receiving written notice thereof from AT&T Collocator specifying such breach or violation in reasonable detail, 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 thereafter; or

(iii) A Bankruptcy Event occurs with respect to Tower Operator; or the leaseback to AT&T Collocator or other right by AT&T Collocator to use and occupy the AT&T Collocation Space is rejected by Tower Operator under Section 365 of the 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 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 AT&T 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 (ii) 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 AT&T 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) AT&T Collocator Remedies.

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) or Section 25(c)(ii) in respect of any Site, AT&T Collocator may deliver to Tower Operator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope containing the request must be marked "PRIORITY". If Tower Operator does not cure the event of default within 15 Business Days after delivery of such second notice, AT&T 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)(iii), AT&T Collocator may terminate this Agreement as to any Sites 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) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined pursuant to Section 25(g) to be in default, 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) Force Majeure. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of events of Force Majeure, or any delay caused by the acts or omissions of the other party in violation of this Agreement or the MPL, then the performance of such act (and any related losses and damages

caused the failure of such performance) shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period required to perform as a result of such delay.

(f) No Limitation on Remedies. AT&T 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, AT&T Collocator may perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement and seek reimbursement pursuant to Section 24.

(g) Arbitration. Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within ten (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 MPL. Such arbitration proceedings shall be conducted in accordance with and subject to the rules and practices of The American Arbitration Association under its Commercial Arbitration Rules from time to time in force. There shall be three (3) arbitrators, selected in accordance with the rules of The American Arbitration Association under its Commercial Arbitration Rules. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. Such arbitration panel conducting any arbitration hereunder shall be bound by, and shall not have the power to modify, the provisions of this Agreement. During the pendency of such arbitration proceedings, the notice and cure periods set forth in this Section 25 shall be tolled and the Party alleging the default may not terminate this Agreement on account of such alleged event of default. Nothing in this Section 25(g) is intended to be or to be construed as a waiver of a Party's right to any remedy set forth elsewhere in this Agreement or that may not be enforced by means of arbitration, including, without limitation, the rights of set off, injunctive relief and specific performance.

(h) 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.

(i) 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 Party's rights with respect to the obligations that were to be performed on or before the date of such termination.

(j) Continuing Obligations. Any termination by Tower Operator of AT&T Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of AT&T Collocator to pay the AT&T Rent Amount (or any component thereof) provided for herein or any other amounts with respect to such Site(s), in each case, unless already paid pursuant to Section 25(b)(i) or otherwise.

(k) Notice Parties. Notices of default or termination delivered pursuant to this Section 25 shall not be effective unless delivered to each of the Persons required by Section 32(e) pursuant to the terms thereof.

SECTION 26. Quiet Enjoyment. Tower Operator covenants that AT&T Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the AT&T 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 AT&T Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and J.P. Morgan Securities LLC (the "Financial Advisors"), which are advising AT&T Parent in connection with this Agreement and related transactions and which shall be paid solely by AT&T Parent.

(b) Each of Tower Operator and AT&T 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 AT&T Parent. Each of Tower Operator and AT&T Collocator agrees to indemnify and hold harmless the other from

any and all damage, loss, liability, expense and claim (including but not limited to attorneys' fees and court costs) arising with respect to any such commission or fee which may be suffered by the indemnified Party by reason of any action or agreement of the indemnifying Party.

SECTION 29. Recording of Memorandum of Site Lease Agreement; Bifurcation of Site.

(a) Subject to the applicable provisions of the Master Agreement, for each AT&T Collocation Space at a Lease Site, following the execution of this Agreement or after any Subsequent Closing, AT&T 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 or other local 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 AT&T 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.

(d) With respect to any Site containing Reserved Property, upon request of either Party, the Parties will reasonably cooperate to bifurcate, and use commercially reasonable efforts to cause the applicable Ground Lessor to bifurcate, the fee or ground leasehold interest in the Site to legally separate the Reserved Property belonging to an AT&T Group Member from the Included Property belonging to Tower Operator, at the cost and expense of such AT&T Group Member.

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 AT&T Collocator in writing as to whether, in Tower Operator's reasonable judgment, 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 AT&T Collocator within such 60-day period, the affected Site shall be deemed to be a Restorable Site. If AT&T Collocator disagrees with any determination of Tower Operator in the Casualty Notice that the Site is a Non-Restorable Site, AT&T Collocator may institute arbitration proceedings to determine any such matter in the manner described in Section 25(g). If such Site is determined to be a Non-Restorable Site, then (i) either Tower Operator or AT&T Collocator shall have the right to terminate this Agreement with respect to such Site, upon written notice to the other Party (given within the time period required below) and AT&T Collocator's leaseback or other use and occupancy of such Site shall terminate as of the date of such notice and (ii) pursuant to the terms and conditions in the MPL, the applicable AT&T Lessor or the applicable AT&T Ground Lease 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 AT&T Collocator's rights and obligations as to the leaseback or other use and occupancy of AT&T 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 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 AT&T Collocator a portion of the Included Property of such Site for the purpose of AT&T Collocator locating, at its sole cost and expense, a temporary communications facility, and shall give AT&T 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) AT&T Collocator shall obtain any permits and approvals, at AT&T 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), AT&T Collocator may, in addition to any other available remedy, terminate this Agreement as to 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 AT&T Rent Amount 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 AT&T Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to the 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 AT&T 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. 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 AT&T 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 AT&T Collocator shall be out of possession of such AT&T Collocation Space by reason of such Taking, the failure by AT&T Collocator 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 AT&T Collocator's being out of possession of such AT&T Collocation Space shall not be a breach of or an event of default under this Agreement, and AT&T Collocator shall not be liable for payment of the AT&T Rent Amount with respect to such Site during the period of the temporary Taking.

SECTION 32. General Provisions.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

(b) Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. 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. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, City of New York and appellate courts having jurisdiction of appeals from any of the foregoing (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (d) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 32(e) of this Agreement. Each Party hereto irrevocably waives any and all right to trial by jury in

any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) Entire Agreement. This Agreement (including any exhibits hereto) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

(d) 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.

(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, (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 AT&T Group Member shall be deemed to have been delivered on behalf of all AT&T Group Members. All notices shall be delivered to the relevant Party at the address set forth below.

If to AT&T Collocator, AT&T Guarantor or any other AT&T Group Member, to:

c/o New Cingular Wireless PCS, LLC
Attention: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
575 Morosgo Drive
13-F West Tower
Atlanta, Georgia 30324

with a copy to:

New Cingular Wireless PCS, LLC
Attention: Network Counsel, AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
208 South Akard Street
Dallas, Texas, 75202-4206

and (for sites in Puerto Rico) a copy to:

New Cingular Wireless PCS, LLC
Attention: AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
Ortegon 103
Guaynabo, Puerto Rico 00966

and a copy of any notice given pursuant to Section 25 to:

AT&T Inc.
208 South Akard Street
Dallas, Texas, 75202-4206
Attention: SVP and Assistant General Counsel – Corporate

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
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 600
Houston, Texas 77057
Attention: Legal Department

(f) Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors, heirs, legal representatives and permitted assigns. Except as provided in the provisions of this Agreement related to indemnification, this Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder.

(g) Amendment; Waivers; Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by a Party of a breach of or a default under any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies

herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

(h) 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.

(i) Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any of the Chosen Courts to the extent permitted by applicable Law, in addition to any other remedy to which they are entitled at law or in equity. 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 32(b) and Section 32(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.

(j) 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 AT&T Collocator or an Affiliate of AT&T 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 33 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.

(k) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties hereto shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

(l) Interpretation.

(i) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(ii) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a 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 provision of this Agreement.

(m) Certain Acknowledgments. AT&T 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 Section 20 of the MPL.

SECTION 33. AT&T Guarantor Guarantee.

(a) As of the date hereof, AT&T Guarantor holds all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business). In the event AT&T Guarantor does not hold all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) and AT&T Parent or another Affiliate of AT&T Parent does hold all or substantially all of AT&T Parent's United States domestic wireless business (and all or substantially all of the United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) of AT&T Guarantor shall not have been transferred to a Person that is not an Affiliate of AT&T Parent), AT&T Parent or such other Affiliate of AT&T Parent shall execute a joinder to this Agreement reasonably satisfactory to Tower Operator providing for a guarantee of the AT&T Collocator Obligations equivalent to the guarantee provided by AT&T Guarantor as of the date hereof and shall become "AT&T Guarantor" for all purposes hereunder. For purposes of this section, the term "United States" shall include Puerto Rico and the United States Virgin Islands.

(b) AT&T Guarantor unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of AT&T Collocator under Section 4 of this Agreement and any corresponding obligations of AT&T Collocator or any Affiliate of AT&T Collocator under any Site Lease Agreement (collectively, the "AT&T Collocator Obligations"). AT&T Guarantor agrees that if AT&T Collocator (all references to AT&T Collocator in this Section 33 shall be deemed to include any Affiliate of AT&T Collocator with Communications Equipment, Improvements, a Shelter or any equipment related to the use and operation thereto on a Site or 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 AT&T Collocator Obligations, AT&T Guarantor shall faithfully perform and fulfill all AT&T 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 AT&T Collocator and on account of the enforcement of this guaranty.

(c) The foregoing guaranty obligation of AT&T Guarantor shall be enforceable by any Tower Operator Indemnitee in an action against AT&T Guarantor without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against AT&T Collocator, without the necessity of any notice to AT&T Guarantor of AT&T Collocator's default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to AT&T Guarantor to which AT&T Guarantor might otherwise be entitled, all of which notices AT&T Guarantor hereby expressly waives. AT&T Guarantor hereby agrees that the validity of this guaranty and the obligations of AT&T Guarantor 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 AT&T Collocator any of the rights or remedies reserved to such Tower Operator Indemnitee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnitee may have at law or in equity or otherwise.

(d) AT&T Guarantor covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of AT&T Guarantor 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 Indemnitee and AT&T Collocator, or by any unilateral action of either a Tower Operator Indemnitee or AT&T Collocator, or by an extension of time that may be granted by a Tower Operator Indemnitee to AT&T Collocator or any indulgence of any kind granted to AT&T Collocator, or any dealings or transactions occurring between a Tower Operator Indemnitee and AT&T Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting AT&T Collocator. AT&T Guarantor does hereby expressly waive any suretyship defenses it might otherwise have.

(e) Except for any assignment by AT&T Collocator of this Agreement (including any of AT&T Collocator's rights, duties or obligations under this Agreement with respect to any Site or the AT&T Collocation Space at such Site) to a Qualified Transferee pursuant to Section 16(b), no assignment by AT&T Collocator of this Agreement (including any of AT&T Collocator's rights, duties or obligations under this Agreement with respect to any Site or the AT&T Collocation Space at such Site) shall relieve or discharge AT&T Guarantor from its guarantee of the AT&T Collocator Obligations pursuant to this Section 33.

(f) 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. AT&T Guarantor hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. AT&T Guarantor further waives any right to require that an action be brought against AT&T Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

SECTION 34. AT&T Parent Affiliate License. In the event that AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, to the extent that any Person that is directly or indirectly wholly owned by AT&T Parent but that is not directly or

indirectly wholly owned by AT&T Guarantor used any Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent (such Person, an "AT&T Parent Affiliate"), such AT&T Parent Affiliate and Tower Operator shall, following AT&T Parent Affiliate's completion of the applicable application and amendment process, enter into definitive documentation reasonably satisfactory to Tower Operator to permit such AT&T Parent Affiliate to continue to use such Site (the "AT&T Parent Affiliate License"), in each case at the sole cost and expense of such AT&T Parent Affiliate. The AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate may continue to use the applicable Site subject to the terms of this Agreement solely to the extent that such AT&T Parent Affiliate used such Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent, at no additional rent to such AT&T Parent Affiliate; provided, however, that the AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate shall pay customary and reasonable rent with respect to any use of any portion of such Site (including the AT&T Collocation Space at such Site) first used by such AT&T Parent Affiliate on or after the date that is one year prior to the earlier of (a) the first public announcement of the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent and (b) the date on which definitive documentation was entered into with respect to the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent. For the avoidance of doubt, (i) any portion of any Site (including the AT&T Collocation Space at such Site) used from time to time by any AT&T Parent Affiliate shall be deemed to be used by AT&T Collocator for all purposes under this Agreement and (ii) except as otherwise expressly provided in the AT&T Parent Affiliate License or other definitive documentation entered into by Tower Operator and AT&T Parent Affiliate, AT&T Parent Affiliate shall use the applicable Site (including the AT&T Collocation Space at such Site) only to the extent permitted under this Agreement (including Section 9(b) hereof).

[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.

AT&T COLLOCATOR:

[INSERT A SIGNATURE BLOCK FOR EACH AT&T COLLOCATOR:]

By _____
Name:
Title:

AT&T GUARANTOR:

AT&T MOBILITY LLC

By _____
Name:
Title:

TOWER OPERATOR:

[_____]

By _____
Name:
Title:

[FORM OF]

SALE SITE MASTER LEASE AGREEMENT

BY AND AMONG

[AT&T COLLOCATOR],

AT&T MOBILITY LLC

AND

[SALE SITE SUBSIDIARIES]

DATED AS OF [____], 2013

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Exhibit A	List of Sites ¹
Exhibit B	List of Assignable Sites ²
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	Reserved
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Exhibit I	Certain AT&T Collocator Competitors
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Exhibit K	Mobile Telephone Switching Offices and Other Permanent Structures

¹ At the Effective Date, Exhibit A shall include all “Sale Sites” under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

² At the Effective Date, Exhibit B shall include all “Sale Sites” that are “Assignable Sites”, in each case under and as defined in the Master Agreement as of the Initial Closing under the Master Agreement.

SALE SITE MASTER LEASE AGREEMENT

This SALE SITE MASTER LEASE AGREEMENT (this "Agreement") is entered into this [__] day of [____], 2013 (the "Effective Date"), by and among [[____], a [____]], each as Tower Operator, AT&T MOBILITY LLC, a Delaware limited liability company, as AT&T Guarantor, and AT&T Collocator (as defined below). AT&T Collocator, AT&T Guarantor and Tower Operator are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. Certain Affiliates of AT&T Guarantor 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"), AT&T Guarantor 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 AT&T 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. AT&T 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 had not agreed 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 Subsequent Closing.

“Assumption Requirements” means, with respect to any assignment by Tower Operator or AT&T 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.

“AT&T” means AT&T Parent and Affiliates thereof that are parties to the Master Agreement.

“AT&T Collocator” means, with respect to each Site, the Person identified as the “AT&T 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 AT&T Collocator’s rights hereunder.

“AT&T Collocator Competitor” means any Person principally in the business of providing wireline local exchange carrier or wireless services (including, without limitation, each of the Persons listed under the heading “AT&T Collocator Competitors” on Exhibit I), and any of such Person’s Affiliates.

“AT&T Communications Equipment” means any Communications Equipment at a Site owned or leased and used exclusively (subject to Section 9(b)) by one or more of AT&T Collocator and any Wholly Owned Affiliate.

“AT&T Ground Lease Party” means each AT&T 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 the Tower Operator pursuant to the Master Agreement.

“AT&T Group” means, collectively, AT&T Parent and its Affiliates (including each AT&T Ground Lease Party and AT&T 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 AT&T Parent that at any time becomes a “lessee” or “sublessee” under this Agreement in accordance with the provisions of this Agreement).

“AT&T Group Member” means each member of the AT&T Group.

“AT&T Guarantor” means AT&T Mobility LLC, a Delaware limited liability company, and its permitted successors and assigns (to the extent permitted or required hereunder).

“AT&T Improvements” means any Improvements located at a Site that support, shelter, protect, enclose or provide power or back-up power to AT&T Communications Equipment (other than a Tower), but excluding any Modification added by Tower Operator in accordance with Section 7. All utility connections that provide service to AT&T Communications Equipment, including those providing access and backhaul services, and all Improvements or other assets used in connection with any switching or wireline business of any AT&T Group Member (including any mobile telephone switching office and the switching and related equipment located at a Site), or any other Improvements owned by AT&T Collocator or any Wholly Owned Affiliate and not used in connection with the Collocation Operations, shall be deemed AT&T Improvements.

“AT&T Indemnitee” means each AT&T Ground Lease Party, AT&T 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).

“AT&T Parent” means AT&T Inc., a Delaware corporation.

“AT&T Primary Collocator” means New Cingular Wireless PCS, LLC, a Delaware limited liability company.

“AT&T Primary Tower Space RAD Center” means, in respect of each Tower, the RAD center on such Tower with the largest portion of the AT&T Communications Equipment attached, which RAD center shall be identified in the applicable Site Lease Agreement for each Site.

“Authorized Representative” means any of the individuals listed on Exhibit J, together with their successors holding equivalent corporate titles.

“Available Space” means, as to any Site, the portion of the Tower and Land not constituting AT&T 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 Code” means Title 11 of the United States Code as amended from time to time, including any successor legislation thereto.

“Bankruptcy Event” means, as to any Person, the filing of any voluntary petition under federal or state bankruptcy or insolvency laws on behalf of such Person; the filing of any involuntary petition under federal or state bankruptcy or insolvency laws against such Person and the failure of such Person to promptly obtain dismissal of that filing or the continuation of the resulting proceeding for sixty (60) days or more, or any consent of such Person to such proceeding; the filing of any petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency of such Person; the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of

such Person or a substantial part of such Person or its property; the making of any assignment for the benefit of creditors of such Person; the admission in writing of such Person's inability to pay its debts generally as they become due; or the taking of any action in furtherance of any of the foregoing actions.

"Business Day:" means any day other than a Saturday, a Sunday, a federal holiday or any other day on which banks in New York City are authorized or obligated by Law to close.

"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.

"Claims" means any claims, demands, assessments, actions, suits, damages, obligations, fines, penalties, liabilities, losses, adjustments, costs and expenses (including reasonable fees and expenses of attorneys and other appropriate professional advisers).

"Collocation Agreement" means an agreement between an AT&T 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 an AT&T Group Member, such third party is not an Affiliate of such AT&T Group Member on the Effective Date), on the other hand, pursuant to which such AT&T 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 and guaranties related thereto (it being understood that in the case of a master collocation agreement, the Collocation Agreement shall be the applicable site lease agreement (including any rights, interests and provisions incorporated therein)). For clarity, utility and power-sharing agreements between an AT&T Group Member and a third party are not Collocation Agreements.

"Communications Equipment" means, as to any Site, all equipment installed at (i) the AT&T Collocation Space by or with respect to any AT&T Collocator or any Wholly Owned Affiliate 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, which 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 AT&T Collocation Space, together with all AT&T Communications Equipment and AT&T Improvements at such Site (with respect to AT&T 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 such Tower Tenant).

"Emergency" means any event that causes, has caused or is reasonably likely to imminently cause (i) any bodily injury, personal injury or material property damage, (ii) the suspension, revocation, termination or any other material adverse effect as to any Governmental

Approvals reasonably necessary for the use or operation of Communications Equipment or a Site, (iii) any material adverse effect on the ability of AT&T Collocator, or any Tower Tenant, 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 the same may be amended or replaced from time to time, and all regulations promulgated under or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act of 1976; 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 AT&T Communications Equipment or AT&T 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 (including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water), nationwide shortages of labor or materials, war, civil disturbance, act of the public enemy, explosion, aircraft or vehicle damage, natural disaster, governmental Laws, regulations, orders or restrictions.

“Governmental Approvals” means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations 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 an AT&T Ground Lease 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 and guarantees related thereto.

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

“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, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

“Horizontal Plane” means the space that is perpendicular to the AT&T Collocator’s vertical space on a Tower equal to 15 feet from the exterior face of the Tower in all directions; provided that such space shall not include any space beyond the outer boundaries of the Site.

“Improvements” means, as to each Site, (i) one or more equipment pads or raised platforms capable of accommodating exterior cabinets or Shelters, huts or buildings, electrical service and access for the placement and servicing of AT&T Collocator’s and, if applicable, each Tower Tenant’s Improvements; (ii) batteries, generators and associated fuel tanks or any other substances, products, materials or equipment used to provide backup power; (iii) grounding rings; (iv) fencing; (v) signage; (vi) connections for telephone service or utility service up to the meter; (vii) hardware constituting a Tower platform to hold AT&T Collocator’s and, if applicable, each Tower Tenant’s Communications Equipment; (viii) access road improvements; (ix) Shelters; (x) all marking/lighting systems and light monitoring devices; and (xi) 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). For clarity, Improvements do not include Communications Equipment.

“Included Property” means, with respect to each Site, (i) the Land related to such Site (including the applicable interest in any Ground Lease), (ii) the Tower located on such Site (including the AT&T Collocation Space) and (iii) the related Improvements (excluding AT&T Improvements and any Tower Subtenant Improvements) and the Tower Related Assets with respect to such Site; but excluding, in each case of (i), (ii) and (iii), any Excluded Asset and all Tower Tenant Communications Equipment.

“Indemnified Party” means an AT&T Indemnitee or a Tower Operator Indemnitee, as the case may be.

“Initial Assignable Sites” means the Sites set forth on Exhibit B.

“Land” means, with respect to each Site, the tracts, pieces or parcels of land constituting such Site, together with all easements, rights of way and other rights appurtenant thereto.

“Law” means any law, statute, common law, 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 an AT&T Ground Lease 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 October 18, 2013, by and among, inter alia, Crown Castle International Corp., AT&T Parent and Tower Operator.

“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.

“MLA Ground Space” means, with respect to any Site, (i) 432 square feet of Land (in the case of Sites where a Shelter is maintained as of the Effective Date) or (ii) 145 square feet of Land (in the case of Sites where a Shelter is not maintained as of the Effective Date).

“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 any Improvement on any Site after the Effective Date.

“Mortgage” means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or similar 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” means the Master Prepaid Lease, dated as of [____], 2013, by and among [Tower Operator], AT&T Guarantor and the AT&T Lessors.

“MPL Site MLA” means the MPL Site Master Lease Agreement dated as of [____], 2013, among [Tower Operator], AT&T Guarantor and [AT&T Collocator].

“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.

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

“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.

“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 AT&T 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 AT&T Ground Lease Party, Tower Operator or AT&T Collocator as compensation for casualty damage to any Site (including the Tower and Improvements of such Site).

“Reserved Property” means the Land beneath any mobile telephone switching office and other permanent structures (for the avoidance of doubt, other than a Tower) and any fuel tanks associated with any such office, in each case on the Sites set forth on Exhibit K hereto, and any replacement thereof or substitution therefor with a similar structure for so long as any AT&T Group Member maintains (without regard to any demolition in connection with the planned replacement thereof or substitution therefor and any period of construction or restoration thereof) such structures or any replacement thereof or substitution therefor with a similar structure.

“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 AT&T Communications Equipment or AT&T Improvements, the restoration of which shall be the sole cost and obligation of AT&T

Collocator, and excluding any Tower Tenant Communications Equipment or Tower Tenant Improvements, the restoration of which shall be the sole cost and obligation of such Tower Tenant) 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 AT&T 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, or an incremental payment triggered by, a sublease, license or other occupancy agreement at the Site subject to such Ground Lease.

“Right of Substitution” means the right of AT&T Collocator to remove the AT&T Communications Equipment from the AT&T Primary Tower Space or AT&T Primary Ground Space at a Site and move same to Available Space on such Site by relocation of the portion of its Communications Facility in such space to a portion of such Available Space, such that the resulting space occupied by AT&T Collocator and the AT&T Communications Equipment is not larger than the AT&T Primary Tower Space or AT&T Primary Ground Space, as applicable, in accordance with and subject to the limitations contained in Section 10.

“Shelter” means a walk-in ground shelter for purposes of housing Communications Equipment, heating, ventilation and air conditioning units, generators and other equipment related to the use and operation of Communications Equipment; provided that such structure is owned and used, and intended for use, exclusively by one or more of AT&T Collocator and any Wholly Owned Affiliate. For the avoidance of doubt, “Shelters” shall not include equipment cabinets.

“Site” means each parcel of Land subject to this Agreement from time to time, 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 Modifications, but shall not include any AT&T Improvements, AT&T Communications Equipment, any Tower Tenant 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.

“Subsequent Closing” means the conversion of a Non-Assignable Site to an Assignable Site subsequent to the Effective Date.

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

“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.

“Tower” means the communications towers or other support structures 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 Competitor” means any Person (including such Person’s Affiliates) principally in the business of owning or otherwise controlling wireless communications sites for the purpose of leasing or licensing the right to locate wireless communications equipment on such sites to third party operators of wireless communications systems, but excluding any AT&T Collocator Competitor.

“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 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, the MPL, the MPL Site MLA or any other agreement (including with a Tower Tenant) that is in excess of the Revenue Sharing payment obligation (if any) 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, the MPL, the Sale Site MLA or any other agreement (including with a Tower Tenant); 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 no later than six (6) months after the termination or expiration of the previously existing Ground Lease and (B) the new Ground Lease is otherwise executed in accordance with this Agreement.

“Tower Operator Work” means Tower Operator or any Tower Operator Indemnitee making Modifications to any Site or installing, maintaining, replacing or repairing any Tower Operator Equipment or Improvements, or permitting Tower Tenants (or any Tower Tenant Related Party) to install, maintain, replace or repair any Tower Tenant Communications Equipment or Tower Tenant Improvement.

“Tower Tenant” means, as to any Site, any Person (other than AT&T Collocator) that (i) is a “lessee”, “sublessee”, “licensee” or “sublicensee” under any Collocation Agreement affecting the right to use Available Space at such Site (prior to the Effective Date); or (ii) leases, subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such Site (from and after the Effective Date).

“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, other than those owned by an AT&T Group Member or a third party other than a Tower Tenant, shall be deemed Tower Tenant Improvements.

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

“Wholly Owned Affiliate” means (i) so long as AT&T Guarantor is wholly owned, directly or indirectly, by AT&T Parent, any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Parent or (ii) if AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, (A) any Affiliate of AT&T Collocator that is directly or indirectly wholly owned by AT&T Guarantor or (B) subject to Section 34, any Person that is directly or indirectly wholly owned by AT&T Parent (but with respect to any such Person described in this clause (ii)(B), only to the extent that such Person used the applicable Site as of the date AT&T Guarantor ceased to be wholly owned by AT&T Parent).

“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>
Abandonment Fee	Section 3(d)
Additional Equipment	Section 9(d)
Additional Ground Space	Section 11(a)
Annual Escalator	Section 4(a)
AT&T Assignee	Section 16(b)(i)
AT&T Collocation Space	Section 9(a)
AT&T Collocator Obligations	Section 33(b)
AT&T Parent Affiliate	Section 34
AT&T Parent Affiliate License	Section 34
AT&T Primary Ground Space	Section 9(a)(i)
AT&T Primary Tower Space	Section 9(a)(ii)
AT&T Rent Amount	Section 4(a)
AT&T Reserved Amount of Tower Equipment	Section 9(c)
AT&T Termination Right	Section 3(b)
AT&T Transfer	Section 16(b)(i)
Casualty Notice	Section 30(a)
Chosen Courts	Section 32(b)
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(b)
Party	Preamble
Per-Site Rent Amount	Section 4(a)
PRIRC	Section 18(b)
Qualified Tower Operator	Section 16(a)(i)
Qualifying Transferee	Section 16(b)(ii)
Reserved AT&T 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)
Telecom Affiliate	Section 19(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)(iv)
Unused Existing Effective Date Capacity	Section 6(a)(ii)

(c) Terms Defined in the 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>
AT&T's Share of Transaction Revenue Sharing Payments	Section 1.1
Collateral Agreement	Section 1.1
Collocation Operations	Section 1.1
Excluded Asset	Section 1.1
Permitted Liens	Section 1.1
Sale Sites	Section 1.1
Tower Operator's Share of Transaction Revenue Sharing Payments	Section 1.1
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>
AT&T Lessors	Section 1(a)
Permitted Use	Section 1(a)
Purchase Option	Section 20(a)
Purchase Option Closing Date	Section 20(a)
Tower Operator Lender	Section 1(a)

(e) Construction. Unless the express context otherwise requires:

(i) the words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(ii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa;

(iii) any references herein to “\$” are to United States Dollars;

(iv) any references herein to a specific Section, Schedule or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of this Agreement;

(v) any references 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;

(vi) any use of the words “or”, “either” or “any” shall not be exclusive;

(vii) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(viii) references herein to any gender include each other gender; and

(ix) any provision providing 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, shall be construed as an obligation by Tower Operator or such Affiliate of Tower Operator to use commercially reasonable efforts to cause such Tower Tenant’s compliance therewith.

SECTION 2. Grant; Documents; Operating Principles; Conversion of MPL Sites.

(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 Subsequent Closing Date as to each Non-Assignable Site converted to an Assignable Site hereunder pursuant to a Subsequent Closing, Tower Operator hereby leases to AT&T Collocator, and AT&T Collocator hereby leases from Tower Operator, the AT&T 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 Subsequent Closing Date with respect to such Site (if any), Tower Operator hereby reserves and makes the AT&T Collocation Space available for the exclusive use and possession of AT&T Collocator except as otherwise expressly provided herein, whether or not such AT&T 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 AT&T Collocation Space at any

Non-Assignable Site until the Subsequent Closing at which such Non-Assignable Site is converted to an Assignable Site. Tower Operator and AT&T 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 for bankruptcy-law purposes (and without impairing the express rights of any Party hereunder), 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 AT&T Collocator in accordance with the terms of this Agreement and the Master Agreement. Following the Effective Date, (i) either AT&T Collocator or Tower Operator may, at any time, prepare a Site Lease Agreement and deliver it to the other Party for its approval, not to be unreasonably withheld, delayed or conditioned, and (ii) Tower Operator shall prepare a Site Lease Agreement for a Site, and shall deliver the same to AT&T Collocator for its approval, not to be unreasonably withheld, delayed or conditioned, no later than one hundred eighty (180) days after the first time Tower Operator performs a structural analysis or other work requiring an inventory of such Site for Tower Operator, AT&T Collocator or a Tower Tenant; provided, however, that 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; provided, further, that (x) if AT&T Collocator seeks to install any new AT&T Communications Equipment, or modify any existing AT&T Communications Equipment, at any Site at any time after the Effective Date, the Site Lease Agreement for such Site shall be executed prior to the installation or modification of such AT&T Collocator Communications Equipment and (y) if Tower Operator seeks to allow a Tower Tenant to locate at any Site at any time after the Effective Date, until the Site Lease Agreement is entered into with respect to a Site, Tower Operator may collocate Tower Tenants anywhere on such Site outside of the Effective Date Ground Space provided that such Tower Tenants' ground equipment and improvements are located in a manner that will permit the MLA Ground Space to be contiguous with the Effective Date Ground Space and does not impair the utility of the MLA Ground Space. The form of each Site Lease Agreement shall be substantially in the form of Exhibit C hereto and may not be changed without the mutual agreement of Tower Operator and AT&T 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 AT&T Collocator and by Tower Operator. Notwithstanding the foregoing, any specific requirements relating to the design or construction of the AT&T Communications Equipment or AT&T Improvements imposed by a Governmental Authority 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
Exhibit G	Reserved
Exhibit H	Additional Equipment and Additional Ground Space Pricing Schedule
Exhibit I	Certain AT&T Collocator Competitors
Exhibit J	Authorized Representatives
Exhibit K	Mobile Telephone Switching Offices and Other Permanent Structures

(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.

(f) Operating Principles. During the Term of a Site, AT&T Collocator shall manage, operate and maintain the AT&T 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 AT&T 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.

(g) Conversion of MPL Sites. Notwithstanding anything to the contrary in this Agreement, all Sites (as defined in the MPL) with respect to which the Tower Operator (as defined in the MPL) under the MPL exercises its Purchase Option (as defined in the MPL) under the MPL shall automatically become subject to and Sites under and governed by this Agreement as of the applicable Purchase Option Closing Date (as defined in the MPL). The Parties shall enter into appropriate documentation to evidence the same.

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, and the term of this Agreement as to each Site shall be automatically extended for eight additional five-year renewal terms, in each case unless it is terminated earlier pursuant to Section 3, Section 8, Section 25, Section 30 or Section 31 with respect to a Site. Notwithstanding the foregoing, the term of this Agreement as to any Leased Site shall automatically expire on the Site Expiration Date for such Leased Site.

(b) AT&T Collocator Termination Right. Notwithstanding anything to the contrary contained herein, AT&T Collocator shall have the right to terminate its lease or other right to occupy the AT&T 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; (ii) at any time in accordance with Section 3(e) or Section 8(a); (iii) at any time if any Law or Order hereinafter enacted or ordered prohibits or materially interferes with AT&T Collocator's permitted use of the AT&T Collocation Space at such Site, so long as at least one other wireless carrier at the Site cannot (or, if AT&T Collocator is the sole tenant at the Site, another wireless carrier could not) legally use the Tower at such Site for wireless operations without material interference by no fault of such other carrier's own; or (iv) at any time after the tenth anniversary of the Effective Date upon the inability of AT&T Collocator (after using commercially reasonable efforts) to obtain or maintain any Governmental Approval necessary for the operation of AT&T's Communications Facility at such Site; provided, however, that AT&T Collocator may not assert such termination right if AT&T Collocator (x) cannot maintain or obtain or otherwise forfeits a Governmental Approval as a result of the violation of any Laws by AT&T Collocator or its Affiliates or any enforcement action or proceeding brought by any Governmental Authority against AT&T Collocator or its Affiliates because of any alleged wrongdoing by AT&T Collocator or its Affiliates, or (y) does not have such Governmental Approval on the Effective Date and such Governmental Approval was required on the Effective Date (each such date, a "Termination Date" and such rights, collectively, the "AT&T Termination Right").

(c) Exercise by AT&T Collocator. To exercise an AT&T Termination Right with respect to any Site, AT&T Collocator shall give Tower Operator written notice of such exercise (the "Termination Notice"), not less than 90 days prior to any Termination Date (or such lesser period as may be prescribed by another provision of this Agreement). If AT&T Collocator exercises an AT&T Termination Right as to any Site, AT&T Collocator shall not be required to pay the Per Site Rent Amount, 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 AT&T Collocator (and any of its Affiliates with rights hereunder) 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 AT&T Collocator Termination. Upon the Termination Date of any Site, AT&T Collocator shall, within thirty (30) days after such Termination Date, vacate the AT&T Collocation Space of such Site and abandon the AT&T

Communications Equipment and pay Tower Operator a one-time abandonment fee (the "Abandonment Fee") of \$10,000 (subject to an increase of 2% per annum on the anniversary of the Effective Date), and the rights and title to, and interests in, such AT&T Communications Equipment shall pass to Tower Operator (on an as-is, where-is basis, without any representation or warranty by AT&T Collocator). Notwithstanding the foregoing, or any provision herein to the contrary, AT&T Collocator shall not abandon any ground-based electronics, batteries, fuel tanks and Hazardous Materials that are the responsibility of AT&T Collocator pursuant to Section 17, all of which shall be removed by AT&T Collocator from each Site by or before the applicable Termination Date of such Site. AT&T Collocator's right to occupy and use the AT&T 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 AT&T Collocator or Tower Operator, the appropriate Parties shall enter into documentation, in form and substance reasonably satisfactory to such Parties, evidencing any termination of AT&T Collocator's rights at any Site pursuant to this Agreement.

(e) Decommissioning. AT&T Collocator may terminate this Agreement at any time with respect to any Site if AT&T Collocator elects to decommission its use of the AT&T Collocation Space at such Site, upon 30 days' prior written notice to Tower Operator; provided, however, that (i) upon any termination pursuant to this Section 3(e), AT&T Collocator shall pay Tower Operator a sum equal to the net present value of the remaining AT&T Rent Amount for such Site until the end of the initial term or the then-current renewal term, as applicable, calculated using an eight percent (8%) discount rate, which amount shall be due and payable on or before the effective date of the termination of this Agreement with respect to such Site, and (ii) in any twelve (12) month period, AT&T Collocator may terminate this Agreement pursuant to this Section 3(e) with respect to no more than fifty (50) Sites (less the number of Sites with respect to which the MPL Site MLA is terminated pursuant to Section 3(e) of the MPL Site MLA during such twelve (12) month period, it being acknowledged and agreed that the fifty (50) Site limitation in any twelve (12) month period contained herein and therein is a single aggregated limitation with respect to each twelve (12) month period).

(f) AT&T Rent Amount. For the avoidance of doubt, subject to Section 25(b)(i) and Section 25(j), upon the termination of this Agreement as to any Site, such Site will not be included in any subsequent calculation of the AT&T Rent Amount, and the AT&T Rent Amount for the month of termination will be prorated as provided in Section 4(b).

(g) Termination. If this Agreement terminates with respect to any Site, all of the rights and duties of this Agreement with respect to such Site shall terminate at such time, unless otherwise expressly provided herein.

(h) Site Access. Upon the termination of this Agreement with respect to any Site, Tower Operator shall grant to the AT&T Collocator as to each Site a non-exclusive right and easement (over the surface of the Site) to access any structures (including Shelters and cabinets) on such Site owned and used, and intended for use, exclusively by AT&T Collocator or any Affiliate of AT&T Collocator other than in the Collocation Operations, in each case on such Site as of the Effective Date (without regard to any demolition in connection with the planned replacement thereof or substitution therefor with a similar structure and any period of construction or restoration thereof) or any replacement thereof or substitution therefor with a

similar structure, 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 or, in the case of an Emergency, as much notice as is practicable, in each case in accordance with Tower Operator's standard process), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as AT&T Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other persons authorized by AT&T Collocator) deems reasonably necessary in connection with its use, operation and maintenance of such structures, in each case for as long as AT&T Collocator or such Affiliate maintains such structure or any replacement thereof or substitution therefor with a similar structure.

SECTION 4. Rent.

(a) Rent. On the tenth (10th) day of each calendar month during the Term, as to all Sites that are subject to this Agreement as of the first day of such calendar month, AT&T Collocator shall pay Tower Operator the AT&T Rent Amount. "AT&T Rent Amount" means an amount per month that is equal to (i) the number of Sites then subject to this Agreement and as to which AT&T Collocator's rent obligation has not terminated as provided by Section 4(d), multiplied by the Per-Site Rent Amount plus (ii) any amounts payable with respect to Additional Equipment in accordance with Section 9(d) or Additional Ground Space in accordance with Section 11(a). The "Per-Site Rent Amount" means \$1,900.00, subject to an increase of 2% in the Per Site Rent Amount applicable immediately prior to such anniversary (the "Annual Escalator") 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 (unless the Effective Date is on the first day of a month in which event the Annual Escalator shall be applied on each anniversary of the Effective Date).

(b) Prorated Rent Payments. If the Effective Date is a day other than the first day of a calendar month, (i) the AT&T Rent Amount 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 AT&T Rent Amount for the first full calendar month of the Term, and (ii) AT&T Collocator shall timely pay, to the extent it has not already paid, to each Ground Lessor directly, the rents, fees and other charges due and payable under the respective Ground Lease for the Initial Period (provided, that the foregoing shall not alter the apportionment of liability for such rents, fees and other charges between AT&T Parent and Tower Operator pursuant to the Master Agreement). 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 AT&T Rent Amount for such calendar month shall be prorated on a daily basis (and if such proration results in an overpayment of the AT&T Rent Amount for such calendar month, AT&T Collocator shall be entitled to deduct the excess from the following month's payment of the AT&T Rent Amount).

(c) Revenue Sharing Payments. AT&T Collocator shall pay to Tower Operator (or to the applicable Ground Lessor (i) if required to be paid directly to such Ground Lessor by the terms of the applicable Ground Lease or (ii) if so instructed by Tower Operator (which instruction may be a single, continuing instruction to make periodic payments as and when due)), as and when due and payable under any Ground Lease, AT&T's Share of

Transaction Revenue Sharing Payments that are required to be made with respect to the AT&T Rent Amount for any Site, but excluding Tower Operator Negotiated Increased Revenue Sharing Payments. AT&T Collocator and Tower Operator shall agree, from time to time, on a mutually acceptable procedure to facilitate the identification of the Site in respect of which each payment of Transaction Revenue Sharing Payments by AT&T Collocator is being made. Tower Operator shall pay, as and when due and payable, Tower Operator's Share of Transaction Revenue Sharing Payments that are required to be made with respect to the AT&T Rent Amount for any Site.

(d) Termination of Rent Obligation. Notwithstanding anything to the contrary contained herein, if AT&T Collocator is not able to use or occupy the AT&T 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, or, subject to Section 25(b)(i) and Section 25(j), if this Agreement otherwise terminates with respect to any Site pursuant to the terms hereof, AT&T Collocator shall have no further obligation to pay the AT&T Rent Amount applicable to such Site. The foregoing shall not limit any other rights or remedies of AT&T Collocator hereunder.

SECTION 5. Ground Leases.

(a) Compliance With Ground Leases. Tower Operator shall pay all rents, fees and other charges payable to the Ground Lessor under, and shall abide by, comply with and perform all other applicable terms, covenants, conditions and provisions of, each Ground Lease (including terms, covenants, conditions and provisions relating to maintenance, insurance and alterations) 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 each case unless such performance obligation is such that it requires performance by AT&T Collocator of such obligations pursuant to the applicable Ground Lease or this Agreement). In no event shall Tower Operator have any liability to any AT&T Group Member for any breach of, or default under, a Ground Lease caused by an act of, or failure to perform a duty required to be performed by, AT&T Collocator, any AT&T Ground Lease Party or any AT&T Group Member or a breach of this Agreement by any AT&T Collocator or any AT&T Lessor.

(b) Exercise of Existing Ground Lease Extensions. During the term (including any renewal terms) of any Ground Lease relating to any Site, Tower Operator agrees to timely 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. AT&T Collocator agrees that it will not take any action with respect to any Ground Lease that is reasonably likely to cause such Ground Lease to be prematurely terminated without the prior written approval of Tower Operator, in Tower Operator's reasonable and good faith determination. Notwithstanding the foregoing, Tower Operator shall not be required to exercise any Ground Lease extension option (A) if AT&T 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 AT&T Collocator under this Agreement or (C) if as to such Site, AT&T Collocator has given a Termination Notice whose effective date precedes the expiration date of the Ground Lease (determined without regard to such extension option).

(c) Negotiation of Additional Ground Lease Extensions. AT&T 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, however, that AT&T Collocator shall not be required to expend any funds in connection therewith or accept any liability for which Tower Operator is responsible under this Agreement.

SECTION 6. Condition of the Sites.

(a) Repair and Maintenance of Tower; Tower Modifications.

(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 AT&T Loading Capacity, Modification Cost Allocation. Tower Operator shall make structural modifications to any Tower when and to the extent necessary to provide sufficient structural loading capacity to enable AT&T Collocator to install the AT&T Reserved Amount of Tower Equipment in the AT&T Primary Tower Space on such Tower (the "Reserved AT&T Loading Capacity"), subject to obtaining all necessary Governmental Approvals and other approvals and further subject to the following:

(A) Tower Operator shall be responsible only 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 AT&T Collocator to install Communications Equipment; and

(2) to provide AT&T Collocator with the portion of the Reserved AT&T Loading Capacity that (x) existed on such Tower but was not being used by AT&T Collocator as of the Effective Date ("Unused Existing Effective Date Capacity") but (y) is unavailable at the time that AT&T Collocator wishes to install the AT&T Reserved Amount of Equipment due to the prior installation (from and after the Effective Date) of Communications Equipment by any Tower Tenant or Tower Operator (including following a change in applicable Law that became effective after the Effective Date; provided that Communications Equipment shall have been installed by any new or existing Tower Tenant or Tower

Operator on or after the Effective Date that resulted in Tower Operator receiving additional site rental revenue, regardless of whether such prior installation occurred before or after such change in applicable Law); provided, however, that Tower Operator's obligations under this Section 6(a)(ii)(A)(2) with respect to any Site shall terminate upon any assignment or transfer of AT&T Collocator's rights, duties or obligations to such Site or the AT&T Collocation Space at such Site (other than any such assignment or transfer to any Affiliate of AT&T Collocator permitted by Section 16(b)(i)).

(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 AT&T Collocator with any portion of the Reserved AT&T Loading Capacity in excess of the Unused Existing Effective Date Capacity;

(2) except as provided in Section 6(a)(ii)(A)(2) above, to provide AT&T Collocator with any portion of the Reserved AT&T Loading Capacity that is unavailable at the time AT&T Collocator installs the AT&T Reserved Amount of Equipment due to a change in applicable Law that became effective after the Effective Date; or

(3) as provided by Section 6(a)(iii).

(iii) Tower and Site Modifications, Insufficient Capacity as of Effective Date. With respect to any Site for which the structural capacity of the Tower is not sufficient as of the Effective Date to support the AT&T Reserved Amount of Tower Equipment, Tower Operator shall, to the extent possible and if permitted by applicable Law, upon request by AT&T Collocator and at AT&T Collocator's cost and expense (as an AT&T Collocator capital expenditure, without any increase in the AT&T Rent Amount or payment of any fee or charge to Tower Operator), make any Modifications (which shall include costs relating to structural analysis, Tower modification drawings or similar costs relating to such Modification) to a Tower reasonably necessary to increase the structural capacity of such Tower to support the AT&T Reserved Amount of Tower Equipment; provided, however, that (i) the price of such Modifications shall be as mutually agreed to by the Parties acting in good faith and shall be consistent with prevailing market rates for similar Modifications charged by tower operators (including Tower Operator) at the relevant time and (ii) Tower Operator shall provide AT&T Collocator with reasonably detailed supporting documentation regarding both the determination of structural capacity of the Tower and the cost of any such Modifications. 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 AT&T Collocator's cost. If Tower Operator increasing the height of a Tower at the request of AT&T Collocator results in a requirement for FAA mandated lighting of

such Tower, AT&T Collocator shall pay the cost of installing such lighting, the cost of obtaining or amending the FCC Antenna Structure Registration for the Tower, 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 AT&T Collocator results in a requirement to detune the Tower, AT&T Collocator shall pay the cost of the related detuning equipment and its installation. If AT&T Collocator desires to replace or reinforce a Tower, AT&T Collocator shall provide notice thereof to Tower Operator, and Tower Operator shall or shall cause such work to be performed, and AT&T Collocator shall pay the actual and reasonable one-time cost of such work (as an AT&T Collocator capital expenditure, without any increase in the AT&T Rent Amount or payment of any fee or charge to Tower Operator), together with all actual and reasonable costs incident thereto, within 30 days after Tower Operator delivers to AT&T Collocator a written invoice and reasonable supporting documentation for the cost of such work.

(iv) 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 AT&T Collocation Space at any time subject to the provisions of Section 6(a)(ii); provided, however, that if an application to install Third Party Communications Equipment is made after Tower Operator has received an application from AT&T Collocator to install any of the AT&T Reserved Amount of Tower Equipment, Tower Operator shall, provided that (x) AT&T Collocator's application to install the AT&T Reserved Amount of Tower Equipment set forth in its application is approved and (y) the installation of the AT&T 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 AT&T Reserved Amount of Tower Equipment and then to the subject Third Party Communications Equipment. Notwithstanding the exclusivity of the AT&T Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the AT&T Primary Tower Space at any time, without notice to AT&T 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 AT&T 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 or superior to 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 AT&T Collocator shall be responsible 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. AT&T Collocator assumes all responsibilities, as to each Site, for any fines, levies or other penalties imposed as a result of AT&T Collocator's non-compliance from and after the Effective Date 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 AT&T 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, and provided the Ground Lessor is not obligated to maintain access to such 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 AT&T Collocator. In the event that access to any Site is controlled by a Ground Lessor or other third party, Tower Operator will use commercially reasonable efforts to coordinate with such Ground Lessor or other third party to cause AT&T Collocator to have access consistent with this Section 6(c).

SECTION 7. Tower Operator Modifications.

(a) Tower Operator may from time to time make such Modifications as Tower Operator elects, including the addition or removal of land, construction, modification or addition to the Tower or other Improvements or any other structure or the reconstruction, replacement or alteration thereof; provided that Tower Operator shall provide not less than ten (10) Business Days' notice to AT&T Collocator if such Modification adversely affects such AT&T Collocator. Notwithstanding anything to the contrary contained herein, in no event may Tower Operator make any Modification to, or materially adversely affecting, any AT&T Improvement or modify or replace any AT&T Communications Equipment except in the event of an Emergency as to which Tower Operator is not the cause or source (and, in such an Emergency, Tower Operator shall make reasonable efforts to notify AT&T Collocator prior to taking such actions and shall reimburse AT&T Collocator for any damage caused by Tower Operator or its agents; provided that if (i) any of AT&T Lessor, AT&T Collocator or any other AT&T Group Member or (ii) any AT&T Communications Equipment or AT&T Improvements are determined to be the cause or source of an Emergency, AT&T Collocator shall be responsible and shall reimburse Tower Operator for all costs and expenses related to such Emergency). Title to all Modifications shall vest in Tower Operator.

(b) In the event of any replacement of a Tower by Tower Operator, Tower Operator shall provide AT&T Collocator with suitable space at the Site during the construction period to permit the continued operation of the AT&T Communications Equipment in the AT&T Primary Tower Space or other space acceptable to AT&T Collocator in its reasonable discretion and in good faith, and Tower Operator shall be solely responsible for the costs associated with

removing and re-installing the AT&T Communications Equipment on the replacement Tower; provided, that in the event of any replacement of a Tower because of an Emergency (but, for clarity, not in the event of a scheduled replacement in the ordinary course of business or to increase the available structural capacity of the Tower), Tower Operator shall not be required to provide such space unless suitable space is available within the Site. AT&T Collocator assumes all responsibilities, as to each Site, for any costs or expenses incurred as a result of AT&T Collocator's damage or harm to Towers from and after the Effective Date unless due to Tower Operator's failure to perform its obligations under this Agreement. If, and only if, Tower Operator Work adversely affects the continued operations of AT&T Communications Equipment on such Site, AT&T Collocator shall have the right to deploy a temporary structure at any Site (without any increase in the AT&T Rent Amount) to host the AT&T Communications Equipment during the period of any Tower Operator Work, during an Emergency that inhibits AT&T Collocator's use of the AT&T Collocation Space. AT&T Collocator may abate the AT&T Rent Amount related to a Site during any period of construction of a Tower or Modification thereto, but if, and only if, AT&T Collocator is not reasonably capable of continuing to operate the AT&T Communications Equipment from the applicable Site or a temporary location at the Site in accordance with the terms and conditions of this Agreement with reasonably similar quality of service and without additional cost or expense to AT&T Collocator.

SECTION 8. AT&T Collocator's and Tower Operator's Obligations With Respect to Tower Tenants; Interference.

(a) Interference to AT&T 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 AT&T Communications Equipment (a "Subsequent Use"), shall permit their equipment to interfere with AT&T Collocator's permitted, lawfully installed and properly operated FCC licensed transmissions or reception (except for intermittent testing). In the event that AT&T Collocator experiences harmful RF interference caused by such Subsequent Use, then (i) AT&T Collocator shall notify Tower Operator in writing of such harmful 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 AT&T Collocator, Tower Operator shall request that Tower Tenant reduce power or cease operations (except for intermittent testing) 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 that are in effect as of the Effective Date. Notwithstanding the foregoing, if such interference described above continues (i) for 10 days or longer after notice to Tower Operator, AT&T Collocator shall have no obligation to pay the AT&T Rent Amount with respect to the affected Site until the cure of such interference, or (ii) for 30 days or longer after notice to Tower Operator, then AT&T Collocator may, in addition to any other rights it may have with respect to Tower Operator's breach of this Agreement, terminate this Agreement as to the affected Site.

(b) Interference by AT&T Collocator. Notwithstanding any prior approval by Tower Operator of AT&T Communications Equipment, AT&T Collocator agrees that it shall not allow AT&T Communications Equipment installed or modified subsequently to any Tower Operator or Tower Tenant's Communications Equipment to cause harmful RF interference to Tower Operator's or any Tower Tenant's permitted, lawfully installed and properly operated FCC licensed transmissions or reception. If AT&T Collocator is notified in writing that its operations are causing harmful RF interference, AT&T 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 AT&T Collocator to reduce power or cease operations (except for intermittent testing) until such time as AT&T Collocator can make repairs to the interfering Communications Equipment. In the event that AT&T 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 AT&T 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 AT&T Collocator as the result of such actions. AT&T Collocator also agrees that it shall neither install AT&T 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, then, for so long as such limitation is applicable, 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 AT&T Collocator.

SECTION 9. AT&T Collocation Space.

(a) Collocation Space. As used herein, "AT&T Collocation Space," as to each Site, means:

(i) The portions of the Land comprising such Site on which any portion of the AT&T Improvements or AT&T 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 the Effective Date Ground Space is smaller than the MLA Ground Space at such Site, AT&T Collocator shall have the exclusive right to occupy an area up to the MLA Ground Space of contiguous and usable ground space, in such configuration as set forth in the applicable Site Lease Agreement (subject to Tower Operator's approval, not to be unreasonably withheld, delayed or conditioned, based on the conditions at the Site and safety and engineering considerations) 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 AT&T Collocation Space (such space, together with the Effective Date Ground Space, the "AT&T Primary Ground Space"). The AT&T Primary Ground Space at any Site shall be documented in the Site Lease Agreement for such Site. If on the Effective Date, at any Site there is less than the MLA Ground Space available for AT&T Collocator's exclusive use within such Site, the AT&T Primary Ground Space at such Site shall be the ground space within such Site occupied by AT&T Collocator on the Effective Date and any additional available ground space within such Site on the Effective Date, and the AT&T Primary Ground Space (including all dimensions thereof) shall be documented in the Site Lease Agreement for such Site. Notwithstanding the foregoing, (i) with respect to Sites with less than one thousand five hundred (1,500) square feet of ground space, if there is insufficient ground space at any Site for the use of other Tower Tenants, then upon obtaining AT&T Collocator's prior written consent, not to be unreasonably withheld, delayed or conditioned, Tower Operator shall have the right to permit other Tower Tenants to use portions of the AT&T Primary Ground Space (it being agreed that AT&T Collocator's intention to use all or a portion of the requested space at any time in the future shall be a reasonable basis to deny such consent), which space shall revert to forming a part of the AT&T Primary Ground Space if and when such other Tower Tenant's Collocation Agreement terminates, and (ii) with respect to Sites with less than one thousand (1,000) square feet of ground space, Tower Operator shall have the right to permit such other Tower Tenants, at their sole cost and expense, to erect ground equipment stacking platforms at least two (2) feet above the top of the ground equipment maintained by AT&T Collocator in the AT&T Primary Ground Space; provided, however, that (x) such stacking shall not unreasonably interfere with or restrict access to the AT&T Improvements, the AT&T Communications Equipment or the AT&T Primary Ground Space (including the top surface thereof) and (y) in the event any such stacking requires the relocation or prevents the future placement of an E-911 antenna (or any successor technology thereto) or other ground or shelter or cabinet mounted antennae to permit a direct line of sight to any applicable satellite, Tower Operator shall make available an alternative location for the same without additional charge to AT&T Collocator and shall relocate the same (if applicable) at Tower Operator's cost and expense. Any consent of AT&T Collocator pursuant to the preceding sentence shall require the signature of an Authorized Representative. In the event of any dispute regarding whether any AT&T Collocator consent contemplated pursuant to this paragraph is being unreasonably withheld, conditioned or delayed, AT&T Collocator shall make available senior representatives of its Network Planning and Engineering group to consult with Tower Operator in an effort to resolve such dispute;

(ii) The portion(s) of the Tower on such Site on or within which any portion of AT&T 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, together with the Horizontal Plane with respect to such AT&T Communications Equipment attached to the AT&T Primary Tower Space RAD Center (the "Effective Date Tower Space"). For clarity, (1) the Effective Date Tower Space, other than the

Horizontal Plane, need not be contiguous, and (2) the Horizontal Plane is one contiguous space located around the AT&T Primary Tower Space RAD Center. In the event AT&T Collocator occupies less than ten (10) contiguous vertical feet of space on such Tower, AT&T Collocator's exclusive reserved space on such Tower shall also include any additional and unoccupied vertical space adjacent to the space occupied by AT&T Collocator as is necessary to provide AT&T Collocator with such ten (10) contiguous vertical feet of space on such Tower on the Effective Date which shall be (x) five (5) contiguous feet of vertical space on each Tower above and below the AT&T Primary Tower Space RAD Center on such Tower or (y) if a portion of such space is occupied by a Tower Tenant, any ten (10) contiguous vertical feet of space that contains, but is not centered on, the AT&T Primary Tower Space RAD Center on such Tower (in each case, ten (10) feet of vertical space in total at the AT&T Primary Tower Space RAD Center), together with the Horizontal Plane with respect to such space (the greater of such space and the Effective Date Tower Space, the "AT&T Primary Tower Space"). Notwithstanding the exclusivity of the AT&T Primary Tower Space, Tower Operator and Tower Tenants and their employees, contractors and agents shall have the right to enter the AT&T Primary Tower Space at any time, without notice to AT&T 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 AT&T 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 one hundred (100) feet in height, upon obtaining AT&T Collocator's prior written consent, which consent cannot be unreasonably withheld, delayed or conditioned, Tower Operator shall have the right to install Communications Equipment of other Tower Tenants within the AT&T Primary Tower Space (it being agreed that AT&T Collocator's intention to use all or a portion of the requested space at any time in the future shall be a reasonable basis to deny such consent), which space shall revert to forming a part of the AT&T Primary Tower Space if and when such other Tower Tenant's Collocation Agreement terminates; provided that such Communications Equipment may not be installed within the vertical envelope of space then occupied by the primary antenna array of the AT&T Communications Equipment located within the AT&T Primary Tower Space. Any consent of AT&T Collocator pursuant to the preceding sentence shall require the signature of an Authorized Representative. In the event of any dispute regarding whether any AT&T Collocator consent contemplated pursuant to this paragraph is being unreasonably withheld, conditioned or delayed, AT&T Collocator shall make available senior representatives of its Network Planning and Engineering group to consult with Tower Operator in an effort to resolve such dispute;

(iii) Any Additional Ground Space; and

(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 AT&T Collocator's full use and enjoyment of the AT&T Collocation Space including the rights specifically described in this Section 9, all in accordance with this Section 9.

(b) AT&T Collocator Permitted Use. AT&T Collocator shall use the AT&T Collocation Space at each Site only for installation, modification, use, operation, repair and replacement of AT&T Collocator's Communications Facility, including the radio frequency signal generated by the AT&T Communications Equipment to provide third parties with customary, industry standard roaming or mobile virtual network services. AT&T Collocator shall not use the AT&T 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 AT&T Collocator), or of implied dedication of such AT&T Collocation Space. The AT&T Collocation Space shall be solely for the use of AT&T Collocator and Wholly Owned Affiliates, and except as specifically permitted hereunder (including Section 19(d)), AT&T Collocator (and Wholly Owned Affiliates) shall have no right to use or occupy any space at any Site other than the AT&T Collocation Space that it occupies from time to time in accordance with the terms of this Agreement nor to share the use of its AT&T Collocation Space with any Person other than Wholly Owned Affiliates and any Telecom Affiliates as specifically permitted in Section 19(d). AT&T Collocator and Wholly Owned Affiliates shall not use the AT&T Collocation Space or any Communication Equipment to derive revenue or other benefits from Collocation Operations or 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). AT&T Collocator shall cause any Wholly Owned Affiliate that uses the AT&T Collocation Space, but is not itself an AT&T Collocator party to this Agreement, to comply with the terms and conditions of this Agreement and shall be responsible for such Wholly Owned Affiliate's use as if such use were AT&T Collocator's use of the AT&T Collocation Space.

(c) Reserved Amount of Tower Equipment in AT&T Collocation Space. As to each Site, AT&T Collocator shall have the right, at any time, to install, maintain, modify, replace and operate anywhere within the AT&T Primary Tower Space on the Tower any Communications Equipment consisting of the greater of (i) antennas (including microwave antennas and dishes), remote radio units and associated tower mounting equipment having an aggregate Wind Load Surface Area of 27,000 square inches, plus an area with a horizontal cross-section of 34 square inches running from the ground to AT&T Collocator's Communications Equipment for Cables, up to an aggregate weight load of 13 pounds per linear foot (which includes any associated conduit piping necessary to encase or protect any such Cables); provided Tower Operator has the right to approve the placement and configuration of the 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 (including microwave antennas and dishes), remote radio units and associated tower mounting equipment and Cables located on the applicable Tower as of the Effective Date (the greater of (i) and (ii), the "AT&T Reserved Amount of Tower Equipment"). Exhibit E attached hereto contains sample calculations of the Wind Load Surface Area for hypothetical configurations of Communications Equipment;

provided, however, that the example calculations set forth in Exhibit E are intended as examples only and not as a limitation or prescription on the configurations of the actual AT&T Communications Equipment. The foregoing shall not limit AT&T Collocator's rights to place in the AT&T Collocation Space on a Tower, panel antennas, Cables or any other Communications Equipment, whether or not of different size, technology, structural loading characteristics, shape or transmission frequency than that which exists on such Tower on the Effective Date, without any increase in the AT&T Rent Amount, except as required by Section 9(d); provided, however, that (x) AT&T Collocator shall comply with Tower Operator's standard application and amendment process set forth in Section 9(e) and (y) such antennas, Cables and other equipment do not exceed the Wind Load Surface Area of the AT&T Reserved Amount of Tower Equipment. Subject to the foregoing limitations, as to each Site, AT&T Collocator shall have the right from time to time to install, maintain, modify, replace and operate, without any increase in the AT&T Rent Amount, (i) any Communications Equipment and Improvements that it deems necessary in the AT&T Primary Ground Space and (ii) any Communications Equipment in the AT&T Primary Tower Space that constitutes AT&T Reserved Amount of Tower Equipment but that does not constitute Additional Equipment pursuant to Section 9(d). 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 Exhibit E.

(d) Additional AT&T Communications Equipment in the AT&T Primary Tower Space. AT&T Collocator may apply (pursuant to Section 9(e)) to Tower Operator to install, maintain, modify, replace and operate Communications Equipment in the AT&T Primary Tower Space in excess of the AT&T Reserved Amount of Tower Equipment (collectively "Additional Equipment") if there is sufficient structural load capacity available on the Tower at the time AT&T 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 and any subsequent Additional Equipment or changes to any such subsequent Additional Equipment in accordance with Section 9(e); provided, however, that AT&T Collocator will pay the applicable a la carte price for such Additional Equipment set forth on Exhibit H as an increase to the AT&T Rent Amount, except that if such Additional Equipment is subsequently removed, AT&T Collocator's obligation to pay such a la carte price will terminate at the end of the then-current initial or renewal term, as applicable.

(e) Application and Amendment Process.

(i) AT&T Collocator's rights to install and operate any AT&T Communications Equipment at a Site in addition to or in replacement of the AT&T Communications Equipment existing at the Site as of the Effective Date shall not become effective, and installation of such additional AT&T Communications Equipment or modification of the existing AT&T 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) AT&T Collocator has

submitted to Tower Operator and Tower Operator has approved AT&T Collocator's application for such installation or modification (such approval not to be unreasonably withheld, conditioned or delayed) (a "Site Engineering Application"); (C) Tower Operator has received and approved AT&T Collocator's drawings showing the installation or modification of the AT&T Communications Equipment (such approval not to be unreasonably withheld, conditioned or delayed); (D) Tower Operator has reviewed and accepted, acting reasonably, all permits required to be obtained by AT&T Collocator for its installation or Modification of the AT&T Communications Equipment and all required regulatory or Governmental Approvals of AT&T 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 AT&T Collocator in the Site Engineering Application; (F) any applicable fees relating to the application and amendment process have been paid by AT&T Collocator in accordance with the practices and pricing existing at such time between the Parties or their Affiliates; and (G) a Site Lease Agreement and an amendment to the Site Lease Agreement have been executed by AT&T Collocator and Tower Operator has issued a notice to proceed with the proposed installation or modification; provided, however, that if the conditions precedent listed in clauses (A) through (G) of this sentence are satisfied or determined not to be applicable, then Tower Operator's approval of the subject Site Engineering Application to install AT&T Communications Equipment that is within the AT&T Reserved Amount of Tower Equipment shall not be unreasonably withheld, conditioned or delayed; provided, further, that the requirement that Tower Operator be obligated to expend funds in connection with such proposed installation or modification pursuant to the terms of Section 6(a)(ii)(A) of this Agreement shall not be a reasonable basis for the withholding of its consent. Tower Operator shall evaluate and respond to submissions by AT&T Collocator in a commercially reasonable time period substantially similar to the time period in which it responds to application requests by other tenants within its portfolio of telecommunications tower sites; provided, however, that if any condition precedent described above is not satisfied within 180 days of the date of the execution by AT&T Collocator 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 AT&T Collocator shall each have the right to terminate the subject amendment of the subject Site Lease Agreement (unless the condition precedent is not met because of the actions or omissions of the terminating party, in which case such party shall not have such termination right unless the failure to terminate would cause a violation of Law or breach of the Ground Lease or any other contract or 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 AT&T Collocator shall cooperate to assist in obtaining, prompt satisfaction of any conditions precedent.

(ii) AT&T Collocator must provide Tower Operator with copies of any zoning application or amendment that AT&T 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 be reasonably likely to reduce the duration of the use of the subject Site or the operations thereon or materially 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 material 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 AT&T Collocator agrees to pay the cost of satisfying such conditions of approval. AT&T Collocator shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by AT&T 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. AT&T Collocator and Tower Operator expressly acknowledge that the AT&T Collocation Space at each Site shall be deemed leased to, reserved for or otherwise be made available to AT&T Collocator pursuant to this Agreement, in each case at each Site for the exclusive possession (subject to Sections 9(a)(i) and 9(a)(ii)) and use by AT&T Collocator, except as otherwise expressly provided herein, whether or not such AT&T Collocation Space is now or hereafter occupied. AT&T Collocator shall have the right to occupy at all times during the term of the subject Site Lease Agreement, the portions of Land, the Improvements and Tower occupied as of the Effective Date and any additional space constituting AT&T Collocation Space and to repair, replace and modify any equipment of AT&T Collocator therein or thereon. Tower Operator also grants to AT&T Collocator as to each Site, and AT&T Collocator reserves and shall at all times retain (for the benefit of AT&T 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, all AT&T Improvements, any Reserved Property and any structures (including Shelters and cabinets) on a Site owned and used, and intended for use, exclusively by AT&T Collocator or any Affiliate of AT&T Collocator other than in the Collocation Operations, in each case on such Site as of the Effective Date (without regard to any demolition in connection with the planned replacement thereof or substitution therefor with a similar structure and any period of construction or restoration thereof) or any replacement thereof or substitution therefor with a similar structure, 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 or, in the case of an Emergency, as much notice as is practicable, in each case in accordance with Tower Operator's standard process), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), as AT&T Collocator (and its authorized contractors, subcontractors, engineers, agents, advisors consultants, representatives, or other persons authorized by AT&T Collocator) deems reasonably necessary in connection with its full use and enjoyment of the AT&T 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 AT&T Collocation Space;

(ii) Tower Access. The right to undertake any activity that involves having AT&T Collocator or its contractors, subcontractors, engineers, agents, advisors, consultants, representatives, or other Persons authorized by AT&T Collocator climb the Tower at any Site, including any portion of the Tower leased to or occupied by a Tower Tenant; provided, however, that AT&T Collocator must ensure that any such Person must work for a vendor approved by Tower Operator; provided further that AT&T 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 AT&T Collocator is actively performing work at the Site, to use any unoccupied portion of the ground space at the applicable Site (even if leased to but then unoccupied by a Tower Tenant) for purposes of temporary location and storage of any of its equipment and for performing any repairs or replacements; provided, however, that AT&T Collocator shall be required to remove any of its stored Communications Equipment on any unoccupied portion of the Site that is not part of the AT&T Collocation Space 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 AT&T's Communications Facility on the Site, which right and easement includes the right of AT&T Collocator and its agents, employees and contractors to enter upon the Site (including any portion of the Site leased to or occupied by a Tower Tenant) to repair, maintain and replace such utility facilities. AT&T Collocator shall have the absolute right to contract with any utility service providers it elects, from time to time, for utility services.

(g) Maintenance. AT&T Collocator shall, at all times during the Term as to any Site, at AT&T Collocator's sole cost and expense, keep and maintain AT&T Communications Equipment and AT&T 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 AT&T Collocator under Section 3, and notwithstanding anything in this Agreement to the contrary, without limiting or diminishing AT&T Collocator's payment obligations hereunder in any manner, including its obligation to pay the AT&T Rent Amount, AT&T Collocator shall not have any obligation to occupy or to operate a Communications Facility on the AT&T Collocation Space of any Site, and AT&T Collocator

shall have the right, exercisable at any time during the Term as to any Site, to cease occupying or operating AT&T's Communications Facility on the AT&T Collocation Space of such Site, and retain its right to such AT&T Collocation Space.

(i) Restoration. AT&T 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 AT&T Collocator or any of its employees, agents, contractors or designees. If such restoration work is not performed by AT&T Collocator within thirty (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 AT&T 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 AT&T Collocator, and AT&T Collocator shall reimburse Tower Operator for the actual and reasonable costs of such restoration work within 30 days after Tower Operator delivers to AT&T Collocator a written invoice therefor, together with reasonable evidence of the incurrence of such costs. For the avoidance of doubt, any damage caused by AT&T Collocator to any Site or appurtenant property or access roads and any failure by AT&T 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 AT&T 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 AT&T Communications Equipment or AT&T 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.

(k) Obstructions. Except to the extent prohibited by applicable Law and in a manner consistent with the general standard of care in the tower industry, Tower Operator shall prevent and eliminate obstructions on a Site that prevent AT&T Collocator from having access to repair and replace all of the AT&T Communications Equipment and AT&T Improvements (including related Cables) or from being able to fully open any equipment cabinet doors in such space and repair and replace equipment therein.

(l) Relocation of Certain AT&T Improvements. Tower Operator shall be permitted, upon at least ninety (90) days' prior written notice to AT&T Collocator and subject to AT&T Collocator's consent, not to be unreasonably withheld, conditioned or delayed, to relocate from one portion of a Site outside the AT&T Primary Ground Space to another suitable portion of such Site outside the AT&T Primary Ground Space, any structures or improvements related to the wireline, backhaul, access, retail or other non-wireless business of any AT&T Group Member (excluding any mobile telephone switching office and the switching and related equipment and any other permanent structure on a Site set forth on Exhibit K), at Tower Operator's sole cost and expense.

SECTION 10. Right of Substitution. If at any time during the Term there is any Available Space at any Site, then AT&T Collocator shall have the Right of Substitution as to

such Available Space. The Right of Substitution pursuant to this Section 10 may be exercised by AT&T Collocator one time with respect to the AT&T Primary Tower Space and one time with respect to the AT&T Primary Ground Space of each Site, upon written notice to Tower Operator, subject to the application and amendment process described in Section 9(e) and provided that Tower Operator shall be entitled to perform in its reasonable discretion a structural analysis, at AT&T Collocator's sole cost and expense, prior to such exercise of a Right of Substitution. If AT&T Collocator elects to exercise its Right of Substitution, then, upon completion of the relocation of the AT&T Communications Equipment on the Tower or the Ground, as the case may be, at AT&T Collocator's expense, the previously existing AT&T Collocation Space of the applicable Site shall automatically be released by AT&T Collocator and concurrently therewith, the Available Space on such Site to which the AT&T Communications Equipment has been relocated shall automatically become and constitute the AT&T Collocation Space of such Site. The parties shall promptly execute an amendment to the applicable Site Lease Agreement to evidence any such substitution, and either party may elect to cause such amendment to be recorded at the recording party's cost and expense (but AT&T Collocator's exercise of the Right of Substitution shall not be conditioned on the execution of such amendment). AT&T Collocator shall, at AT&T Collocator's cost and expense, complete the relocation of its AT&T Communications Equipment within sixty (60) days of the execution of the amendment to the subject Site Lease Agreement following the exercise of its Right of Substitution and return the previously existing AT&T Collocation Space to its original condition, ordinary wear and tear excepted. If AT&T Collocator exercises its Right of Substitution as to any Available Space, then, upon execution of the amendment to the subject Site Lease Agreement, such Available Space shall become the AT&T Collocation Space and the former AT&T Collocation Space shall no longer be AT&T Collocation Space for all purposes of this Agreement. For the avoidance of doubt, the exercise of a Right of Substitution by AT&T Collocator shall not permit AT&T Collocator to attach the AT&T Communications Equipment on a Tower at more than one RAD center on such Tower at any time; provided, that if such AT&T Collocator occupies more than one RAD center on such Tower as of the Effective Date, such AT&T Collocator shall not attach the AT&T Communications Equipment on such Tower to more than the same number of RAD centers as it occupied on such Tower as of the Effective Date.

SECTION 11. Additional Ground Space; Required Consents.

(a) Additional Ground Space. Without limitation of AT&T Collocator's rights under Section 9(a)(i), if AT&T Collocator deems it necessary to obtain additional ground space ("Additional Ground Space") to accommodate AT&T Collocator's needs at any Site, AT&T 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 additional space if it is not available at such Site and shall follow Tower Operator's standard application and amendment process as described in Section 9(e). If Tower Operator determines in its reasonable discretion that such Additional Ground Space is currently available with respect to such Site, Tower Operator and AT&T Collocator shall enter into an amendment to the applicable Site Lease Agreement setting forth the terms under which AT&T Collocator shall lease any Additional Ground Space, which shall be negotiated by the Parties in good faith at the time AT&T deems it necessary to obtain such Additional Ground Space. Tower Operator shall be entitled to an increase in the AT&T Rent Amount from AT&T Collocator only if and to the extent the Additional Ground Space (i) includes space that was not previously part of the Site

as of the Effective Date, unless and only to the extent Tower Operator previously leased unused AT&T Primary Ground Space to another Tower Tenant pursuant to Section 9(a)(i) and only to the extent of such portion of AT&T Primary Ground Space leased to such Tower Tenant or (ii) exceeds the MLA Ground Space. In each case, such increase in the AT&T Rent Amount shall be in an amount in accordance with the a la carte price set forth in Exhibit H.

(b) Required Ground Lessor and Governmental Consents. If the installation of any AT&T Communications Equipment, AT&T Improvement or any Tower Modification that AT&T Collocator desires to make (other than Modifications that are at Tower Operator's cost pursuant to Section 6(a)(ii)(A)) requires a Governmental Approval or the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor or any other Person, as applicable, AT&T 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 (or any Modification at Tower Operator's cost pursuant to Section 6(a)(ii)(A)) requires a Governmental Approval or the consent, approval, obtaining a zoning variance, or other action of a Ground Lessor 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. Tower Operator and AT&T Collocator each agree to coordinate with the other Party to obtain such Governmental Approvals at the expense of the requesting Party.

SECTION 12. Limitations on Liens. AT&T Collocator shall not create or incur (and shall cause its Affiliates, contractors and their subcontractors not to create or incur) any Lien (other than Permitted Liens) against all or any part of any Site, in each case as a result of their actions or omissions. If any such Lien (other than Permitted Liens) is filed against all or any part of any Site as a result of the acts or omissions of AT&T Collocator or any of its Affiliates, contractors or their subcontractors, AT&T Collocator shall cause the same to be promptly discharged by payment, satisfaction or posting of bond within 30 days after receiving written notice of the same from Tower Operator; provided, however, that AT&T Collocator need not discharge a Lien the validity of which AT&T Collocator contests provided that (i) such Lien is not reasonably likely to cause a default under any Ground Lease, (ii) no portion of the Site is subject to imminent danger of loss or forfeiture by virtue of or by reason of such Lien, (iii) AT&T Collocator or its Affiliate provides Tower Operator, upon Tower Operator's request, with an indemnity reasonably satisfactory to Tower Operator assuring the discharge of AT&T Collocator's obligations for such Lien, including interest and penalties, and (iv) AT&T Collocator is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense. If AT&T Collocator fails to cause any such Lien (other than Permitted Liens) to be discharged as required by the preceding sentence, 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 AT&T Collocator to Tower Operator within 30 days after Tower Operator delivers a written invoice to AT&T Collocator for the same.

(a) Tower Operator Indemnity.

(i) Without limiting Tower Operator's other obligations under this Agreement, Tower Operator agrees to indemnify, defend and hold each AT&T 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 (x) ownership or (y) use, operation, maintenance or occupancy (other than the use, operation, maintenance or occupancy by any AT&T Indemnitee), in each case, of any part of a Non-Assignable Site from and after the Effective Date, including all obligations that relate to or arise out of any Ground Lease from and after the Effective Date;

(C) any work at a Site performed by or at the direction of a Tower Operator Indemnitee;

(D) the acts or omissions of a Tower Operator Indemnitee or any of its engineers, contractors or subcontractors; 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 Tower Operator and its Affiliates, agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

Notwithstanding the foregoing, Tower Operator will not be obliged to indemnify, defend and hold the AT&T 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 AT&T 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 AT&T Indemnitee harmless under any other provision of this Agreement which expressly provides that Tower Operator shall indemnify, defend and hold harmless any AT&T Indemnitee with respect to the matters covered in such provision.

(b) AT&T Collocator Indemnity.

(i) Without limiting AT&T Collocator's other obligations under this Agreement, AT&T 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) any AT&T Indemnitee's ownership, use, operation, maintenance or occupancy of any AT&T Communications Equipment or any portion of any Site (including the AT&T Collocation Space and any Reserved Property) in violation of the terms of this Agreement or any applicable Ground Lease;

(C) any work at a Site performed by or at the direction of an AT&T Indemnitee (but not including any work at any Site that Tower Operator is required to perform pursuant to this Agreement that AT&T Collocator elects to perform under Section 24);

(D) the acts or omissions of an AT&T Indemnitee or any of their respective engineers, contractors or subcontractors; 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 AT&T Collocator or its agents, employees, engineers, contractors, subcontractors, licensees or invitees in connection with this Agreement.

(ii) AT&T Collocator further agrees to indemnify, defend and hold each Tower Operator Indemnitee harmless under any other provision of this Agreement which expressly provides that AT&T 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 reasonable out-of-pocket 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

reasonable out-of-pocket 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 out-of-pocket 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 respond within 30 days, the Indemnified Party shall send a second notice to the Indemnifying Party, marked at the top in bold lettering with the following language: “A RESPONSE IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND SHALL RESULT IN YOUR RIGHT TO OBJECT BEING WAIVED” and the envelope containing the request must be marked “PRIORITY”. If the Indemnifying Party does not notify the Indemnified Party within such 5 Business Days after the receipt of such second notice 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 timely disputes the existence or scope of an obligation to indemnify for the Claim, 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 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 32(b).

(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 except in compliance with the terms, conditions and procedures set forth in the Master Agreement or (ii) if the settlement or compromise involves an admission of any violation of Law or admission of wrongdoing by AT&T Collocator, without AT&T Collocator's consent, which may be granted or withheld in AT&T Collocator's sole discretion.

SECTION 14. Waiver of Subrogation; Insurance.

(a) Mutual Waiver of Subrogation. To the fullest extent permitted by applicable Law, Tower Operator and AT&T 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 AT&T 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. 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 AT&T Communications Equipment or any other Tower Tenant's Communications Equipment), paying as they become due all premiums for such insurance (it being understood that the insurance required under this Section 14(b) does not represent all coverage or limits necessary to protect Tower Operator or a limitation of Tower Operator's liability to AT&T Collocator pursuant to this Agreement):

(i) commercial general liability insurance, written on Insurance Services Office (ISO) Form CG 00 01 or its equivalent, insuring against all liability of Tower Operator (including actions of Tower Operator's officers, employees, agents, licensees and invitees conducting business on its behalf) 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 \$1.0 million for bodily injury or property damage or as a result of one occurrence, and \$2.0 million for bodily injury or property damage in the aggregate. With respect to any policy written on a “claims-made” or “extended discovery” basis, Tower Operator will maintain coverage as to a Site for two years following the Term of this Agreement or the completion of all work associated with this Agreement, whichever is later;

(ii) umbrella or excess liability insurance with limits of \$25.0 million per occurrence and in the aggregate;

(iii) property insurance (in an amount of \$100.0 million in the aggregate for all Sites and Sale 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 AT&T Communications Equipment and AT&T Improvements); provided that this Section 14(b)(iii) may be satisfied through a blanket policy of insurance that applies to other locations that are not Sites;

(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 accident, by disease-policy limit, and each employee;

(v) commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of such coverage shall be \$1.0 million combined single limit for each accident and for bodily injury and property damage;

(vi) earthquake insurance (for Sites located in areas historically known for earthquake activity) in an amount equal to the replacement value of the Site and the Included Property at the Site; and

(vii) any other insurance required under the terms of the applicable Ground Lease.

(c) AT&T Collocator Insurance. For each Site, AT&T 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 AT&T 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 AT&T 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 AT&T Collocation Space of such Site, in an amount of \$1.0 million for bodily injury or property damage or as a result of one occurrence, and \$2.0 million for bodily injury or property damage in the aggregate;

(ii) Umbrella or excess liability insurance with limits of \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance affording statutory coverage for all employees of AT&T 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 accident, by disease-policy limit, and each employee; 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 AT&T 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 AT&T 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 property insurance; and (ii) shall provide that the insurer gives 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 AT&T Collocator shall deliver to the other a certificate or certificates of insurance evidencing the existence of all required insurance and applicable endorsements 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) Insurer Requirements. All policies of insurance required under this Section 14 shall be written on companies rated "A-VII" or better 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 AT&T 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 AT&T 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.

(g) AT&T Collocator's Right to Self-Insure. AT&T Collocator shall be entitled to identify one or more types and strata of insurable risk with respect to which AT&T Collocator is required hereunder to obtain and maintain insurance coverage and, in lieu of obtaining and maintaining insurance with respect to such types and strata of risk, AT&T Collocator may self-insure such risks (including through an Affiliate of AT&T Collocator) in accordance with this Section 14.

SECTION 15. Estoppel Certificate. Tower Operator and AT&T Collocator each, from time to time upon 10 Business 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 AT&T 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 AT&T Collocator, Tower Operator may not assign this Agreement or any of Tower Operator's rights, interests, duties or obligations under this Agreement in whole or in part to any Person; provided that AT&T Collocator's consent shall not be required if the assignee is not an AT&T Collocator Competitor and (x) meets the Assumption Requirements and is a Qualified Tower Operator (as defined below), (y) meets the Assumption Requirements and is an Affiliate of Tower Operator or (z) is 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, or that is owned or managed by Persons who have, a good business reputation and at least five (5) years' experience in the management and operation of communication towers in the United States.

(ii) Tower Operator shall deliver to AT&T 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) AT&T Collocator Assignment and Transfer Rights.

(i) AT&T 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, duties or obligations under this Agreement with respect to any Site or the AT&T 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 the AT&T Collocation Space to any Person; provided that Tower Operator's consent shall not be required if the assignee assumes and agrees to perform all obligations of the assigning party hereunder and is (A) an Affiliate of AT&T 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 AT&T Collocator or (C) is a wireless communications end user that intends to use the AT&T 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, an "AT&T Assignee," and such assignment, an "AT&T Transfer"). In the case of clause (C) of the preceding sentence, an agreement and consent entered into by an AT&T Assignee and Tower Operator substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator.

(ii) If AT&T Collocator effects an AT&T Transfer, then, (x) in the case of an AT&T Transfer by any AT&T Collocator to a Qualifying Transferee or (y) in the case of an AT&T Transfer by an AT&T Collocator other than AT&T Primary Collocator, the obligations of AT&T Collocator with respect to the AT&T Collocation Space that is the subject of the AT&T Transfer shall cease and terminate, and Tower Operator shall look only and solely to the Person that is the Qualifying Transferee (and in the case of an AT&T Transfer described in clause (y) above, to AT&T Guarantor pursuant to Section 33) of AT&T Collocator's interest in and to the AT&T Collocation Space for performance of all of the duties and obligations of AT&T Collocator under this Agreement with respect to such AT&T Collocation Space from and after the date of the AT&T Transfer. Otherwise, in the event of any AT&T Transfer, AT&T Collocator shall remain liable under this Agreement for the performance of AT&T Collocator's duties and obligations hereunder as to such applicable AT&T Collocation

Space that is the subject of the AT&T Transfer. As used herein, “Qualifying Transferee” means any Person (a) with a rating of BBB- (stable) or higher from Standard & Poor’s Ratings Services (or any successor thereto) or Baa3 (stable) or higher from Moody’s Investor Services (or any successor thereto), (b) with a credit rating from one of the aforementioned rating agencies equivalent to or higher than the then-current credit rating, if any, of AT&T Guarantor or (c) approved by Tower Operator, such approval not to be unreasonably withheld, conditioned or delayed.

(iii) In no event shall AT&T Collocator assign any of its rights, interests, duties or obligations under this Agreement (including use of the AT&T Collocation Space) with respect to less than the entirety of the AT&T Collocation Space at any Site.

(iv) AT&T Collocator shall deliver to Tower Operator documentation reasonably satisfactory to Tower Operator confirming that any party to which AT&T 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 AT&T Collocator under this Agreement to the extent of any such assignment (provided that AT&T Collocator’s delivery of documentation substantially in the form of Exhibit F hereto shall be deemed to be reasonably satisfactory to Tower Operator).

(v) AT&T Guarantor 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 33, to any Person; provided that Tower Operator’s consent shall not be required in the case of an assignment by AT&T Guarantor of this Agreement to a successor Person of AT&T Guarantor by way of merger, consolidation or other business combination or a sale of all or substantially all of the assets of AT&T Guarantor if such successor Person or Person acquiring all or substantially all of the assets of AT&T Guarantor executes documentation reasonably satisfactory to Tower Operator assuming the obligations of AT&T Guarantor hereunder and becomes “AT&T Guarantor” for all purposes hereunder. Each of AT&T Guarantor and AT&T Collocator hereby agrees that any attempt of AT&T Guarantor or AT&T 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 AT&T Transfer or other disposition by AT&T Collocator of its interest in the AT&T Collocation Space to any Person that is a Tower Operator Competitor, all rights of AT&T Collocator relating to, and the associated obligations of Tower Operator with respect to, the AT&T Reserved Amount of Tower Equipment and the Reserved AT&T 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 it shall carry on its business and operations at each Site in compliance with all applicable Environmental Laws.

(b) AT&T Collocator Environmental Covenants. AT&T 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 AT&T Collocation Space (i) AT&T Collocator shall not conduct or allow to be conducted upon any such AT&T Collocation Space of any Site any business operations or activities, or employ or use an AT&T Collocation Space of any Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that AT&T Collocator shall have the right to bring, use and keep on the AT&T 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 AT&T Collocation Space of any Site or that are being used at the relevant Site on the Effective Date; (ii) AT&T Collocator shall carry on its business and operations on the AT&T 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) AT&T 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 AT&T Collocator or any of its Affiliates, agents, employees, engineers, contractors or subcontractors, AT&T 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) AT&T Collocator shall promptly notify Tower Operator in writing if AT&T Collocator receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) AT&T 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 AT&T Collocation Space of, or otherwise affecting, any Site, (C) AT&T 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 AT&T 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, AT&T 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 November 30th of each year. In addition to any other notification to Tower Operator required pursuant to this Agreement, AT&T Collocator must provide notice to Tower Operator of any above ground or underground storage tank installed by AT&T Collocator at any Site and provide copies of registration documents to Tower Operator, if registration is required by the governing state agencies. AT&T Collocator shall promptly notify Tower Operator of any release of Hazardous Materials at any Site upon obtaining knowledge of such release.

SECTION 18. Taxes; Fees.

(a) AT&T Collocator shall pay Tower Operator for 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 AT&T Collocator shall not be responsible for such sales Taxes with respect to rent payments unless (i) Tower Operator invoices AT&T Collocator for such sales Taxes under this Section 18(a) within 6 months (or, in the case of any rent payments billed within 12 months from the Effective Date, 12 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 6- or 12-month period, as applicable. In the case of clause (ii) of the preceding sentence, Tower Operator shall promptly give notice to AT&T Collocator of the applicable ruling or decision and give AT&T Collocator a reasonable opportunity to contest its liability for the Tax.

(b) Tower Operator represents that any AT&T Rent Amount received by Tower Operator from AT&T Collocator with respect to Sites located in Puerto Rico shall be treated as effectively connected with Tower Operator's conduct of a trade or business in Puerto Rico within the meaning of Section 1123(f) of the Puerto Rico Internal Revenue Code of 1994, as amended, and Section 1035.05 of the Puerto Rico Internal Revenue Code of 2011, as in effect on the date hereof or subsequently amended (the "PRIRC"). Tower Operator acknowledges that, to the extent any AT&T Rent Amount received by Tower Operator from AT&T Collocator with respect to Sites located in Puerto Rico is not effectively connected with Tower Operator's conduct of a trade or business in Puerto Rico, such AT&T Rent Amount shall be subject to Puerto Rico withholding Tax at the applicable rate set forth in Section 1062.11 of the PRIRC, as amended from time to time, including any successor legislation thereto.

(c) Unless specified in this Agreement (including in Section 9(e)(i)(F) or the exhibits hereto), no unilateral fees or additional costs or expenses are to be applied by either Party to the other Party, including, but not limited to, the review of plans, structural analyses, consents, the provision of documents or other communications between the Parties.

SECTION 19. Use of Easements and Utilities; Backhaul Services.

(a) Subject to any conditions in the applicable Ground Lease and in any applicable easements, AT&T Collocator and any Person providing wireless or wireline communications that is an Affiliate of AT&T Collocator ("Telecom Affiliate") shall have the right to use (i) any existing or future easements benefiting the Land, (ii) any existing or future facilities for access to the Land and the Site and (iii) any existing or future facilities for utilities available to Tower Operator under the Ground Lease, in each case for the sole purpose of supporting the services described in Section 19(d) and only to the extent such use does not materially adversely affect the use of such easements or facilities by Tower Operator or another Tower Tenant. In obtaining easements, facilities for access and facilities for utilities from and after the Effective Date, Tower Operator shall use commercially reasonable efforts to negotiate the terms of the same so that they are available for use by AT&T Collocator. 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, AT&T 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 AT&T Communications Equipment. If any easement benefiting the Land is insufficient for AT&T Collocator's use under this Section 19, then Tower Operator shall cooperate with AT&T Collocator to attempt to obtain easement rights from the Ground Lessor or adjacent property owner sufficient for AT&T Collocator's use and at no additional cost to Tower Operator.

(b) Tower Operator shall provide AT&T Collocator with access to any POTS telephone or other utility services at a Site that are available for use at AT&T Collocator's sole cost and expense. As among AT&T Collocator and all new Tower Tenants, Tower Operator shall cause utility charges to be separately metered. AT&T Collocator shall pay to the applicable utility service provider the charges for all separately metered utility services used by AT&T Collocator at each Site in the operation of AT&T'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 AT&T Collocator's usage, AT&T Collocator shall reimburse Tower Operator monthly for AT&T 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 AT&T Collocator's usage, AT&T Collocator may use Tower Operator's utility sources to provide utility service to the Communications Facility, and AT&T Collocator shall reimburse Tower Operator monthly for AT&T Collocator's actual usage at the rate charged to Tower Operator by the applicable service provider (and Tower Operator and AT&T Collocator agree to cooperate in determining a method by which to measure or estimate AT&T Collocator's usage if the usage is not capable of actual measurement); provided, however, that AT&T Collocator shall not be responsible for any utility bill unless Tower Operator notifies AT&T Collocator of such amount within 12 months after the applicable billing date. Notwithstanding anything to the contrary provided herein, Tower Operator shall have no obligation to provide, maintain or pay for utility services related to AT&T Communications Equipment. AT&T Collocator shall pay for all utility services utilized by AT&T Collocator and its Affiliates in its operations at each Site prior to delinquency.

(c) If not prohibited by applicable Laws, AT&T Collocator shall allow Tower Operator to use AT&T 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; provided that AT&T Collocator shall have no liability to Tower Operator for any outage, unavailability or insufficiency of electrical power at any time. Connecting Tower Operator's light monitoring equipment to AT&T 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 AT&T Collocator) shall be at Tower Operator's sole cost and expense. Notwithstanding the foregoing, at any Site where Tower Operator uses AT&T Collocator's power sources, Tower Operator may continue to use such AT&T Collocator power sources in consideration of a monthly payment of \$50.00 per Site, subject to an increase of 2% 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. Tower Operator may connect to its own power source and stop using AT&T Collocator's power source at any time, upon which its obligation to make such

monthly payments shall cease following written notice of the same to AT&T Collocator. 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) Tower Operator hereby acknowledges and agrees that AT&T Collocator may engage a Telecom Affiliate to provide telecommunications services to AT&T Collocator, including POTS, Fiber, Ethernet or other access or backhaul services, at no charge by Tower Operator to AT&T Collocator or Telecom Affiliate for the benefit of the AT&T Collocation Equipment at such Site. AT&T Collocator's utility connection point for such services at such Site shall be established on a common H-frame or other equipment configuration, in a location not to exceed 48 inches by 48 inches, to be mutually agreed upon by AT&T Collocator, Tower Operator and the Telecom Affiliate. If other Tower Tenants order Telecom Affiliate services, such Tower Tenants shall be permitted to use the H-frame or other equipment configuration at AT&T Collocator's sole discretion upon notice to Tower Operator and without additional charge to AT&T Collocator or Telecom Affiliate. Tower Operator acknowledges that AT&T Collocator and Telecom Affiliate may install equipment designed for a multi-tenant environment, and Tower Operator agrees not to restrict Telecom Affiliate in its ability to provide ordered services to additional Tower Tenants at the same connection point for the benefit of such Tower Tenants' Communications Equipment at such Site. Notwithstanding the foregoing, nothing in this Section 19(d) shall prohibit Tower Operator from charging such Tower Tenants for any equipment, access or ground space (provided such space is not otherwise licensed to AT&T Collocator or such Tower Tenant) required for such Tower Tenant to connect to the Telecom Affiliate's services.

SECTION 20. Compliance with Law; Governmental Permits.

(a) Tower Operator shall, at its own cost and expense, obtain and maintain in effect all Governmental Approvals required or imposed by Governmental Authorities. Tower Operator shall comply with all applicable Laws in connection with the operation and maintenance of the Included Property of each Site (including the Tower on such Site). Tower Operator shall conduct annual inspections of all Sites with lighted Towers; provided that until the requisite waiver from the FCC has been obtained by the applicable AT&T Ground Lease Party with respect to any Non-Assignable Site, Tower Operator shall conduct quarterly inspections of all Non-Assignable Sites with lighted Towers of such AT&T Ground Lease Party. AT&T Collocator shall, at its own cost and expense, comply with all applicable Laws in connection with its use of each Site. Each AT&T Lessor agrees, promptly after the conversion of the Tower monitoring system at the Non-Assignable 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 AT&T Lessor for which such waiver has not already been obtained.

(b) Tower Operator shall, at Tower Operator's cost and expense, obtain and maintain in effect all Governmental Approvals from the FAA and FCC relating to the operation and maintenance of each Site.

(c) Tower Operator shall, at its own cost and expense, reasonably cooperate with AT&T Collocator or its Affiliates in their efforts to obtain and maintain in effect any Governmental Approvals from the FCC and to comply with any Laws applicable to the AT&T Communications Equipment and the AT&T Collocation Space. Without limiting the generality of the immediately preceding sentence, Tower Operator shall, at its own cost and expense and in a commercially reasonable time period, provide to AT&T Collocator any documentation in its possession or control that may be necessary for or reasonably requested by AT&T Collocator to comply with all FCC reporting requirements relating to the AT&T Communications Equipment and the AT&T Collocation Space.

(d) Notwithstanding anything herein to the contrary, Tower Operator shall have no obligation to provide any information necessary for AT&T Collocator to obtain any Governmental Approval relating to the AT&T Communications Equipment itself (e.g., FCC type certification).

(e) AT&T Collocator shall reasonably cooperate with Tower Operator in Tower Operator's efforts to provide information required by Governmental Authorities and to comply with all Laws applicable to each Site.

SECTION 21. Compliance with Specific FCC Regulations.

(a) Tower Operator understands and acknowledges that Tower Tenants are engaged in the business of operating Communications Equipment at each Site. The Communications Equipment is subject to the rules, regulations, decisions and guidance of the FCC, including those regarding exposure by workers and members of the public to the radio frequency emissions generated by AT&T 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 rules, regulations, decisions and guidance, Tower Operator shall use commercially reasonable efforts to install, or require the Tower Tenants to install, at its or their expense, such marking, signage or barriers to restrict access to any Site as is necessary in order to comply with the applicable FCC rules, regulations, decisions and guidance with respect to Communications Equipment other than AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T Collocator shall install same. Tower Operator further agrees to post, or to require the Tower Tenants 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 AT&T Communications Equipment, and with respect to AT&T Communications Equipment, AT&T Collocator shall install same. Tower Operator shall cooperate in good faith with AT&T Collocator to minimize any confusion or unnecessary duplication that could result in similar signage being posted with respect to any AT&T Communications Equipment at or near any Site in respect of any AT&T Collocation Space on such Site.

(b) From and after the Effective Date, AT&T Collocator shall cooperate (and cause its Affiliates to cooperate) with each Tower Tenant with respect to each Site regarding compliance with applicable FCC rules, regulations, decisions and guidance.

(c) AT&T Collocator acknowledges and agrees that AT&T Communications Equipment at each Site is subject to the rules, regulations, decisions and guidance of the FCC, including those regarding exposure by workers and members of the public to the radio frequency emissions generated by AT&T Communications Equipment, and AT&T Collocator agrees to comply (and AT&T Collocator shall cause its Affiliates to comply) with all FCC rules, regulations, decisions and guidance and all other applicable Laws. AT&T Collocator acknowledges that such rules, regulations, decisions and guidance prescribe the permissible exposure levels to emissions from its Communications Equipment, which can generally be met by maintaining safe distances from such Communications Equipment. AT&T Collocator shall install at its expense such marking, signage, or barriers to restrict access to any AT&T Communications Equipment on a Site in respect of any AT&T Collocation Space on such Site as AT&T Collocator deems necessary in order to comply with the applicable FCC rules, regulations, decisions and guidance. AT&T 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 AT&T Communications Equipment at or near any Site in respect of any AT&T Collocation Space on such Site. AT&T Collocator, at its option, may also install signage at any Site identifying AT&T's Communications Facility at such Site and providing for contact information in the case of an Emergency.

(d) AT&T Collocator further agrees to alert all personnel working at or near each Site, including AT&T 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 AT&T Collocator (or an Affiliate thereof) is licensed by the FCC to provide telecommunications and wireless services and that the Sites are used to directly or indirectly provide those services. Nothing in this Agreement shall be construed to transfer control of any FCC authorization held by AT&T Collocator (or an Affiliate thereof) to Tower Operator with respect to telecommunications services provided by AT&T Collocator or its Affiliates, to allow Tower Operator to in any manner control the AT&T Communications Equipment, or to limit the right of AT&T 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 AT&T Collocator or its Affiliates may take with respect to a Site).

SECTION 22. Holding Over. If during the Term of this Agreement AT&T Collocator remains in possession of the AT&T Collocation Space at any Site after expiration or termination of AT&T Collocator's lease of or other right to use and occupy the AT&T Collocation Space at such Site without any express written agreement by Tower Operator, then AT&T Collocator shall be a month-to-month tenant with the monthly AT&T Rent Amount equal to 150% of the monthly AT&T Rent Amount last applicable to the AT&T Collocation Space and subject to all of the other terms set forth in this Agreement (including with respect to any increase in the applicable AT&T Rent Amount pursuant to Section 4(a)), except that such month-to-month tenancy shall be terminable by either Party on thirty (30) days' notice (subject to the provisions of Section 3).

SECTION 23. Rights of Entry and Inspection. AT&T Collocator shall permit Tower Operator and Tower Operator's representatives to conduct visual inspections of AT&T 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 AT&T 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 AT&T Communications Equipment at any time, or to perform, or pay the cost of, any work that AT&T 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 right or remedy AT&T 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 injury to property or have a material adverse effect on the ability of AT&T Collocator to operate the AT&T Communications Equipment at any Site, then subject to the following sentence, AT&T 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 (other than performing work on a 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, AT&T Collocator shall give Tower Operator at least 10 Business Days' prior written notice of AT&T 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 that 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. AT&T 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 AT&T 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) AT&T Collocator Events of Default. The following events constitute events of default by AT&T Collocator:

(i) In respect of this Agreement or any Site Lease Agreement, AT&T Collocator fails to timely pay any portion of the AT&T Rent Amount, and any such failure continues for fifteen (15) Business Days after receipt of written notice from Tower Operator of such failure;

(ii) AT&T Collocator fails to timely pay any other amount payable hereunder not constituting a portion of the AT&T Rent Amount, and such failure continues for fifteen (15) Business Days after receipt of written notice from Tower Operator of such failure;

(iii) AT&T Collocator violates or breaches any material term of this Agreement in respect of any Site, and AT&T Collocator fails to cure such breach or violation within thirty (30) days of receiving written notice thereof from Tower Operator specifying such breach or violation in reasonable detail, 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 thereafter; 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 AT&T Collocator in writing that Tower Operator has to comply under such Collocation Agreement;

(iv) A Bankruptcy Event occurs with respect to AT&T Primary Collocator, or AT&T Primary Collocator rejects its rights to sublease or other right by AT&T Primary Collocator to use and occupy any Site under Section 365 of the Bankruptcy Code; or

(v) A Bankruptcy Event occurs with respect to any AT&T Collocator other than AT&T Primary Collocator, or any AT&T Collocator other than AT&T Primary Collocator rejects its rights to sublease or other right by such AT&T Collocator to use and occupy any Site under Section 365 of the Bankruptcy Code.

(b) Tower Operator Remedies With Respect to AT&T Collocator Defaults; AT&T Collocator Cure Rights.

(i) Upon the occurrence of any event of default by AT&T Collocator under Section 25(a)(i) or Section 25(a)(ii), Tower Operator may deliver to AT&T Collocator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope

containing the request must be marked "PRIORITY". If AT&T Collocator does not cure the event of default within 15 Business Days after delivery of such second notice, then (x) Tower Operator may terminate this Agreement as to the lease or other use and occupancy of the AT&T Collocation Space only as to those Sites leased, used or occupied by AT&T Collocator with respect to which such event of default is occurring, and (y) accelerate all unpaid payments of the AT&T Rent Amount for the remainder of the then-current initial term or renewal term, as applicable, as to those Sites leased, used or occupied by AT&T Collocator with respect to which such event of default is occurring. Termination with respect to the affected Site or Sites, as applicable, shall be effective 30 days after AT&T Collocator's receipt of the termination notice; provided, however, that this Agreement shall otherwise remain in full force and effect; provided, further, that if AT&T Collocator pays the accelerated amount described in clause (y) of the immediately preceding sentence within 30 days of receipt of the termination notice, AT&T Collocator shall be deemed to have cured such default and this Agreement shall continue in full force and effect with respect to the affected Site or Sites, except that AT&T Collocator shall have no further obligation to pay the AT&T Rent Amount to the extent already paid with respect to such Site(s) for the remainder of the then-current initial term or renewal term, as applicable.

(ii) Upon the occurrence of any event of default by AT&T Collocator under Section 25(a)(iii), Tower Operator may deliver to AT&T Collocator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope containing the request must be marked "PRIORITY". If AT&T Collocator does not cure the event of default within 15 Business Days after delivery of such second notice, Tower Operator may terminate this Agreement as to the applicable Site and AT&T Collocator's lease or other use and occupancy of the AT&T Collocation Space at such Site by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to the applicable Site and as to the applicable AT&T Collocation Space, 30 days after AT&T Collocator's receipt of such termination notice; provided; however, that this Agreement shall otherwise remain in effect.

(iii) Upon the occurrence of any event of default by AT&T Primary Collocator under Section 25(a)(iv), Tower Operator may terminate this Agreement as to the lease or other use and occupancy of the AT&T Collocation Space at any or all Sites leased, used or occupied by AT&T Collocator by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after AT&T Collocator's receipt of such termination notice.

(iv) Upon the occurrence of any event of default by AT&T Collocator (other than AT&T Primary Collocator) under Section 25(a)(v), Tower Operator may terminate this Agreement as to the lease or other use and occupancy of the AT&T Collocation Space at any or all Sites leased, used or occupied by the AT&T Collocator that is the subject of the Bankruptcy Event or rejection (but not any Site leased, used or

occupied by any other AT&T Collocator) by giving AT&T Collocator written notice of termination, and this Agreement shall be terminated as to such Sites 30 days after AT&T Collocator's receipt of such termination notice.

(v) Notwithstanding anything to the contrary contained herein, if AT&T Collocator is determined pursuant to Section 25(g) to be in default, then AT&T 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 AT&T 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 fails to timely pay any amount payable hereunder, and such failure continues for fifteen (15) Business Days after receipt of written notice from AT&T Collocator of such failure;

(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 thirty (30) days of receiving written notice thereof from AT&T Collocator specifying such breach or violation in reasonable detail, 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 thereafter; or

(iii) A Bankruptcy Event occurs with respect to Tower Operator; or the lease to AT&T Collocator or other right by AT&T Collocator to use and occupy the AT&T Collocation Space is rejected by Tower Operator under Section 365 of the 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 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 AT&T 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 (ii) 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 AT&T 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) AT&T Collocator Remedies.

(i) Upon the occurrence of any event of default by Tower Operator under Section 25(c)(i) or Section 25(c)(ii) in respect of any Site, AT&T Collocator may deliver to Tower Operator a second notice of default marked at the top in bold lettering with the following language: "A RESPONSE IS REQUIRED WITHIN 15 BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A MASTER LEASE AGREEMENT WITH THE UNDERSIGNED AND FAILURE TO RESPOND MAY RESULT IN TERMINATION OF YOUR RIGHTS" and the envelope containing the request must be marked "PRIORITY". If Tower Operator does not cure the event of default within 15 Business Days after delivery of such second notice, AT&T 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)(iii), AT&T Collocator may terminate this Agreement as to any Sites 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) Notwithstanding anything to the contrary contained herein, if Tower Operator is determined pursuant to Section 25(g) to be in default, 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) Force Majeure. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of events of Force Majeure, or any delay caused by the acts or omissions of the other party in violation of this Agreement, then the performance of such act (and any related losses and damages caused the failure of such performance) shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period required to perform as a result of such delay.

(f) No Limitation on Remedies. AT&T 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, AT&T Collocator may

perform, on behalf of Tower Operator, Tower Operator's obligations under the terms of this Agreement and seek reimbursement pursuant to Section 24.

(g) Arbitration. Notwithstanding anything in this Agreement to the contrary, any Party receiving notice of a default or termination under this Agreement may, within ten (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 rules and practices of The American Arbitration Association under its Commercial Arbitration Rules from time to time in force. There shall be three (3) arbitrators, selected in accordance with the rules of The American Arbitration Association under its Commercial Arbitration Rules. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. Such arbitration panel conducting any arbitration hereunder shall be bound by, and shall not have the power to modify, the provisions of this Agreement. During the pendency of such arbitration proceedings, the notice and cure periods set forth in this Section 25 shall be tolled and the Party alleging the default may not terminate this Agreement on account of such alleged event of default. Nothing in this Section 25(g) is intended to be or to be construed as a waiver of a Party's right to any remedy set forth elsewhere in this Agreement or that may not be enforced by means of arbitration, including, without limitation, the rights of set off, injunctive relief and specific performance.

(h) 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.

(i) 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 Party's rights with respect to the obligations that were to be performed on or before the date of such termination.

(j) Continuing Obligations. Any termination by Tower Operator of AT&T Collocator's rights with respect to any or all Sites pursuant to Section 25(b) shall not diminish or limit any obligation of AT&T Collocator to pay the AT&T Rent Amount (or any component

thereof) provided for herein or any other amounts with respect to such Site(s), in each case, unless already paid pursuant to Section 25(b)(i) or otherwise.

(k) Notice Parties. Notices of default or termination delivered pursuant to this Section 25 shall not be effective unless delivered to each of the Persons required by Section 32(e) pursuant to the terms thereof.

SECTION 26. Quiet Enjoyment. Tower Operator covenants that AT&T Collocator shall, subject to the terms and conditions of this Agreement, peaceably and quietly hold and enjoy the AT&T 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 leasehold 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 leasehold 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 leasehold 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 leasehold 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 AT&T Collocator and their respective Affiliates without the intervention of any Person or other party as agent or broker other than TAP Advisors and J.P. Morgan Securities LLC (the "Financial Advisors"), which are advising AT&T Parent in connection with this Agreement and related transactions and which shall be paid solely by AT&T Parent.

(b) Each of Tower Operator and AT&T 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 AT&T Parent. Each of Tower Operator and AT&T Collocator agrees to indemnify and hold harmless the other from any and all damage, loss, liability, expense and claim (including but not limited to attorneys' fees and court costs) arising with respect to any such commission or fee which may be suffered by the indemnified Party by reason of any action or agreement of the indemnifying Party.

SECTION 29. Recording of Memorandum of Site Lease Agreement; Bifurcation of Site.

(a) Subject to the applicable provisions of the Master Agreement, for each AT&T Collocation Space at an Assignable Site, following the execution of this Agreement or after any Subsequent Closing, AT&T 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 or other local 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 AT&T 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.

(d) With respect to any Leased Site containing Reserved Property, upon request of either Party, the Parties will reasonably cooperate to bifurcate, and use commercially reasonable efforts to cause the applicable Ground Lessor to bifurcate, the fee or ground leasehold interest in the Leased Site to legally separate the Reserved Property belonging to an AT&T Group Member from the Included Property belonging to Tower Operator, at the cost and expense of such AT&T Group Member.

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 AT&T Collocator in writing as to whether, in Tower Operator's reasonable judgment, 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 either Tower Operator or AT&T Collocator shall have the right to terminate this Agreement with respect to such Site, upon written notice to the other Party (given within the time period required below) and AT&T Collocator's lease or other use and occupancy of 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 AT&T Collocator a portion of the Included Property of such Site for the purpose of AT&T Collocator locating, at its sole cost and expense, a temporary communications facility, and shall give AT&T 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) AT&T Collocator shall obtain any permits and approvals, at AT&T 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 then fails at any time to diligently pursue the substantial completion of such Restoration (subject to delay for Force Majeure or the inability to obtain Governmental Approvals, as opposed to merely a delay in obtaining Governmental Approvals), AT&T Collocator may terminate this Agreement as to 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 AT&T Rent Amount 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 AT&T Collocator shall have the right to terminate this Agreement as to such Site by providing written notice to the 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 AT&T 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. 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 AT&T 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 AT&T Collocator shall be out of possession of such AT&T Collocation Space by reason of such Taking, the failure by AT&T Collocator 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 AT&T Collocator's being out of possession of such AT&T Collocation Space shall not be a breach of or an event of default under this Agreement, and AT&T Collocator shall not be liable for payment of the AT&T Rent Amount with respect to such Site during the period of the temporary Taking.

SECTION 32. General Provisions.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

(b) Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. 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. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan, City of New York and appellate courts having jurisdiction of appeals from any of the foregoing (the "Chosen Courts"), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (d) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 32(e) of this Agreement. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) Entire Agreement. This Agreement (including any exhibits hereto) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

(d) 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.

(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, (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 AT&T Group Member shall be deemed to have been delivered on behalf of all AT&T Group Members. All notices shall be delivered to the relevant Party at the address set forth below.

If to AT&T Collocator, AT&T Guarantor or any other AT&T Group Member, to:

c/o New Cingular Wireless PCS, LLC

Attention: Network Real Estate Administration

Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)

Fixed Asset No: _____

575 Morosgo Drive
13-F West Tower
Atlanta, Georgia 30324

with a copy to:

New Cingular Wireless PCS, LLC
Attention: Network Counsel, AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
208 South Akard Street
Dallas, Texas, 75202-4206

and (for sites in Puerto Rico) a copy to:

New Cingular Wireless PCS, LLC
Attention: AT&T Legal Department
Re: Cell Site #: _____; Cell Site Name: _____ (State Abbreviation)
Fixed Asset No: _____
Ortegon 103
Guaynabo, Puerto Rico 00966

and a copy of any notice given pursuant to Section 25 to:

AT&T Inc.
208 South Akard Street
Dallas, Texas, 75202-4206
Attention: SVP and Assistant General Counsel – Corporate

If to Tower Operator, to:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
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 600
Houston, Texas 77057
Attention: Legal Department

(f) Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors, heirs, legal representatives and permitted assigns. Except as provided in the provisions of this Agreement related to indemnification, this Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder.

(g) Amendment; Waivers; Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by a Party of a breach of or a default under any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

(h) 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.

(i) Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any of the Chosen Courts to the extent permitted by applicable Law, in addition to any other remedy to which they are entitled at law or in equity. 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 32(b) and Section 32(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.

(j) 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 AT&T Collocator or an Affiliate of AT&T 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 33 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.

(k) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties hereto shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

(l) Interpretation.

(i) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(ii) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a 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 provision of this Agreement.

SECTION 33. AT&T Guarantor Guarantee.

(a) As of the date hereof, AT&T Guarantor holds all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business). In the event AT&T Guarantor does not hold all or substantially all of AT&T Parent's United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) and AT&T Parent or another Affiliate of AT&T Parent does hold all or substantially all of AT&T Parent's United States domestic wireless business (and all or substantially all of the United States domestic wireless business (including wireless voice and data and the assets for the United States domestic wireless business) of AT&T Guarantor shall not have been transferred to a Person that is not an Affiliate of AT&T Parent), AT&T Parent or such other Affiliate of AT&T Parent shall execute a joinder to this Agreement reasonably satisfactory to Tower Operator providing for a guarantee of the AT&T Collocator Obligations equivalent to the guarantee provided by AT&T Guarantor as of the date hereof and shall become "AT&T Guarantor" for all purposes hereunder. For purposes of this section, the term "United States" shall include Puerto Rico and the United States Virgin Islands.

(b) AT&T Guarantor unconditionally guarantees to the Tower Operator Indemnitees the full and timely payment of all obligations of AT&T Collocator under Section 4 of this Agreement and any corresponding obligations of AT&T Collocator or any Affiliate of AT&T Collocator under any Site Lease Agreement (collectively, the "AT&T Collocator

Obligations”). AT&T Guarantor agrees that if AT&T Collocator (all references to AT&T Collocator in this Section 33 shall be deemed to include any Affiliate of AT&T Collocator with Communications Equipment, Improvements, a Shelter or any equipment related to the use and operation thereto on a Site or 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 AT&T Collocator Obligations, AT&T Guarantor shall faithfully perform and fulfill all AT&T 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 AT&T Collocator and on account of the enforcement of this guaranty.

(c) The foregoing guaranty obligation of AT&T Guarantor shall be enforceable by any Tower Operator Indemnitee in an action against AT&T Guarantor without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against AT&T Collocator, without the necessity of any notice to AT&T Guarantor of AT&T Collocator’s default or breach under this Agreement or any Site Lease Agreement, and without the necessity of any other notice or demand to AT&T Guarantor to which AT&T Guarantor might otherwise be entitled, all of which notices AT&T Guarantor hereby expressly waives. AT&T Guarantor hereby agrees that the validity of this guaranty and the obligations of AT&T Guarantor 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 AT&T Collocator any of the rights or remedies reserved to such Tower Operator Indemnitee pursuant to the provisions of this Agreement, any Site Lease Agreement or any other remedy or right which such Tower Operator Indemnitee may have at law or in equity or otherwise.

(d) AT&T Guarantor covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of AT&T Guarantor 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 Indemnitee and AT&T Collocator, or by any unilateral action of either a Tower Operator Indemnitee or AT&T Collocator, or by an extension of time that may be granted by a Tower Operator Indemnitee to AT&T Collocator or any indulgence of any kind granted to AT&T Collocator, or any dealings or transactions occurring between a Tower Operator Indemnitee and AT&T Collocator, including any adjustment, compromise, settlement, accord and satisfaction or release, or any Bankruptcy, insolvency, reorganization or other arrangements affecting AT&T Collocator. AT&T Guarantor does hereby expressly waive any suretyship defenses it might otherwise have.

(e) Except for any assignment by AT&T Collocator of this Agreement (including any of AT&T Collocator’s rights, duties or obligations under this Agreement with respect to any Site or the AT&T Collocation Space at such Site) to a Qualified Transferee pursuant to Section 16(b), no assignment by AT&T Collocator of this Agreement (including any of AT&T Collocator’s rights, duties or obligations under this Agreement with respect to any Site or the AT&T Collocation Space at such Site) shall relieve or discharge AT&T Guarantor from its guarantee of the AT&T Collocator Obligations pursuant to this Section 33.

(f) 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. AT&T Guarantor hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. AT&T Guarantor further waives any right to require that an action be brought against AT&T Collocator or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

SECTION 34. AT&T Parent Affiliate License. In the event that AT&T Guarantor ceases to be wholly owned, directly or indirectly, by AT&T Parent, to the extent that any Person that is directly or indirectly wholly owned by AT&T Parent but that is not directly or indirectly wholly owned by AT&T Guarantor used any Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent (such Person, an "AT&T Parent Affiliate"), such AT&T Parent Affiliate and Tower Operator shall, following AT&T Parent Affiliate's completion of the applicable application and amendment process, enter into definitive documentation reasonably satisfactory to Tower Operator to permit such AT&T Parent Affiliate to continue to use such Site (the "AT&T Parent Affiliate License"), in each case at the sole cost and expense of such AT&T Parent Affiliate. The AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate may continue to use the applicable Site subject to the terms of this Agreement solely to the extent that such AT&T Parent Affiliate used such Site as of the date AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent, at no additional rent to such AT&T Parent Affiliate; provided, however, that the AT&T Parent Affiliate License shall provide that such AT&T Parent Affiliate shall pay customary and reasonable rent with respect to any use of any portion of such Site (including the AT&T Collocation Space at such Site) first used by such AT&T Parent Affiliate on or after the date that is one year prior to the earlier of (a) the first public announcement of the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent and (b) the date on which definitive documentation was entered into with respect to the transaction pursuant to which AT&T Guarantor ceased to be directly or indirectly wholly owned by AT&T Parent. For the avoidance of doubt, (i) any portion of any Site (including the AT&T Collocation Space at such Site) used from time to time by any AT&T Parent Affiliate shall be deemed to be used by AT&T Collocator for all purposes under this Agreement and (ii) except as otherwise expressly provided in the AT&T Parent Affiliate License or other definitive documentation entered into by Tower Operator and AT&T Parent Affiliate, AT&T Parent Affiliate shall use the applicable Site (including the AT&T Collocation Space at such Site) only to the extent permitted under this Agreement (including Section 9(b) hereof).

[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.

AT&T COLLOCATOR:

[INSERT A SIGNATURE BLOCK FOR EACH AT&T COLLOCATOR:]

By _____

Name:

Title:

AT&T GUARANTOR:

AT&T MOBILITY LLC

By _____

Name:

Title:

TOWER OPERATOR:

[INSERT A SIGNATURE BLOCK FOR EACH TOWER OPERATOR:]

By _____

Name:

Title:

MORGAN STANLEY SENIOR
FUNDING, INC.
1585 Broadway
New York, NY 10036

BANK OF AMERICA, N.A.
MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED
One Bryant Park
New York, NY 10036

JPMORGAN CHASE BANK, N.A.
J.P. MORGAN SECURITIES LLC
383 Madison Avenue
New York, New York 10179

BARCLAYS
745 Seventh Avenue
New York, NY 10019

CONFIDENTIAL

October 18, 2013

Crown Castle International Corp.
1220 Augusta Drive
Suite 600
Houston, TX 77057

Attention: Jay A. Brown

Project Bennett
\$3,400,000,000 Senior Unsecured Bridge Facility
Commitment Letter

Ladies and Gentlemen:

You have advised Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), Bank of America, N.A. ("BofA"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS"), JPMorgan Chase Bank, N.A. ("JPMCB"), J.P. Morgan Securities LLC ("JPMorgan"), Barclays Bank PLC ("Barclays"), SunTrust Bank ("SunTrust"), The Royal Bank of Scotland plc ("RBS"), Credit Agricole Corporate and Investment Bank ("Credit Agricole"), Royal Bank of Canada ("Royal Bank"), Toronto Dominion (New York) LLC ("TD"), TD Securities (USA) LLC ("TDS"), The Bank of Tokyo-Mitsubishi UFJ, Ltd. ("BOTM"), Deutsche Bank AG Cayman Islands Branch ("DB Cayman"), PNC Bank, National Association ("PNCB"), PNC Capital Markets, LLC ("PNC") and Sumitomo Mitsui Banking Corporation ("SMBC") and, together with Morgan Stanley, MLPFS, JPMorgan, Barclays, SunTrust, RBS, Credit Agricole, Royal Bank, TDS, BOTM, DB Cayman, and PNC and the Additional Committed Lender (as defined below), "we" or "us") that you intend to consummate the Transactions (such term and each other capitalized term used but not defined herein having the meanings assigned to them in the Term Sheets (as defined below)).

In connection with the Transactions, each of Morgan Stanley, BofA, JPMCB, Barclays, SunTrust, RBS, Credit Agricole, Royal Bank, TD, BOTM, DB Cayman, PNCB and SMBC (in such capacity, a "Committed Lender" and, together with any other Additional Committed Lender appointed as described below, collectively, the "Committed Lenders") hereby

commits to provide the amount set forth across from such institution's name on Schedule I hereto of the Bridge Facility upon the terms and subject to the conditions set forth or referred to in this commitment letter (this "Commitment Letter") and in the Summary of Principal Terms and Conditions attached hereto as Exhibit A (the "Bridge Facility Term Sheet" and, together with the Summary of Conditions Precedent attached hereto as Exhibit B (the "Conditions Exhibit"), the "Term Sheets"). Those matters that are not covered by or made clear under the provisions hereof and of the Term Sheets are subject to the approval and agreement of us and you. The commitments of each Committed Lender in respect of the Bridge Facility shall be several and not joint.

You hereby appoint each of Morgan Stanley, MLPFS and JPMorgan to act, and each of Morgan Stanley, MLPFS and JPMorgan hereby agrees to act, as an active joint lead arranger and an active joint bookrunner for the Bridge Facility, upon the terms and subject to the conditions set forth or referred to in this Commitment Letter and in the Term Sheets. You also hereby appoint Barclays to act, and Barclays hereby agrees to act, as a passive joint lead arranger and a passive joint bookrunner for the Bridge Facility, upon the terms and subject to the conditions set forth or referred to in this Commitment Letter and in the Term Sheets. You also hereby appoint Morgan Stanley to act, and Morgan Stanley hereby agrees to act, as sole administrative agent for the Bridge Facility, upon the terms and subject to the conditions set forth or referred to in this Commitment Letter and in the Term Sheets. Each of Morgan Stanley, MLPFS, JPMorgan and Barclays, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. It is further agreed that Morgan Stanley shall have "left side" designation and shall appear on the top left of any Information Materials (as defined below) and all other offering or marketing materials in respect of the Bridge Facility. It is further understood and agreed that, in each case except as otherwise expressly provided above, the Committed Lenders will be listed in order of economics and, among Committed Lenders with the same economics, will be listed alphabetically on the second, third, fourth or fifth lines, as necessary, of the cover of any Information Materials and all other offering or marketing materials in respect of the Bridge Facility. It is understood and agreed that (a) no additional agents, co-agents, arrangers, co-arrangers, managers, co-managers, bookrunners or co-bookrunners will be appointed and no other titles will be awarded in connection with the Bridge Facility and (b) no compensation (other than as expressly contemplated by this Commitment Letter, the Term Sheets or the Fee Letter referred to below) will be paid in connection with the Bridge Facility, in each case unless you and we so reasonably agree; provided, however, that, within 10 days of the date hereof, you may allocate to one additional financial institution (an "Additional Committed Lender") up to 0.50% of the economics of the Bridge Facility (with any such allocation to an Additional Committed Lender ratably reducing the economics of the Bridge Facility that are allocated to Morgan Stanley, BofA, JPMCB and Barclays) as determined by you in consultation with Morgan Stanley, BofA, JPMCB and Barclays (it being understood and agreed that, to the extent you appoint an Additional Committed Lender, the commitments allocated to each of Morgan Stanley, BofA, JPMCB and Barclays (but not, for purposes of clarity, any other Committed Lender) in respect of the Bridge Facility will be permanently reduced ratably by the amount of the commitments allocated to such Additional Committed Lender or its affiliate, as applicable, upon the execution by such Additional Committed Lender or such affiliate, as applicable, of customary joinder

documentation and, thereafter, the Additional Committed Lender or affiliate, as applicable, shall constitute a “Committed Lender” hereunder and under the Fee Letter).

We reserve the right, prior to or after the execution of definitive documentation for the Bridge Facility (the “Senior Bridge Credit Documentation”), to syndicate all or a portion of the Committed Lenders’ commitments hereunder to one or more financial institutions identified by us in consultation with you that will become parties to such definitive documentation (the financial institutions becoming parties to such definitive documentation, together with the Committed Lenders, being collectively referred to as the “Lenders”), it being understood and agreed that we will not syndicate to those persons that are identified in writing to us on or prior to the date hereof (collectively, the “Disqualified Institutions”); provided, however, that, notwithstanding our right to syndicate the Bridge Facility and receive commitments with respect thereto, (a) no Committed Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Bridge Facility on the Bridge Funding Date (as defined in the Bridge Facility Term Sheet)) in connection with any syndication, assignment or participation of the Bridge Facility, including its commitment in respect thereof, until after the initial funding under the Bridge Facility on the Bridge Funding Date has occurred, (b) no assignment or novation shall become effective with respect to all or any portion of any Committed Lender’s commitment in respect of the Bridge Facility until the initial funding of the Bridge Facility and (c) unless you otherwise agree in writing, each Committed Lender shall retain exclusive control over all rights and obligations with respect to its commitment in respect of the Bridge Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the initial funding of the Bridge Facility on the Bridge Funding Date has occurred. We may decide to commence syndication efforts promptly, and you agree, until the date that is 45 days after the Bridge Funding Date (the “Syndication Date”), actively to assist us in completing a timely and orderly syndication reasonably satisfactory to us and you. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from your existing banking relationships, (b) direct contact during the syndication between your senior management, representatives and advisors, on the one hand, and the proposed Lenders, on the other hand, in all cases at times and locations to be mutually agreed upon, (c) your assistance in the preparation of a customary Confidential Information Memorandum for the Bridge Facility and other customary marketing materials to be used in connection with the syndication (collectively, the “Information Materials”), (d) the hosting, with us, of not more than three meetings or telephone conferences with prospective Lenders at times and locations to be mutually agreed upon, (e) using your commercially reasonable efforts to procure ratings for the Bridge Facility and the Notes from each of Standard & Poor’s Ratings Services, a subsidiary of McGraw-Hill Financial Inc., and Moody’s Investors Service, Inc. prior to the launch of general syndication and (f) there being no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities of you being issued, offered, placed or arranged (other than the Bridge Facility and the Notes (or any other debt securities issued to refinance the Bridge Facility in whole or in part)) without the consent of the Lead Arrangers if such issuance, offering, placement or arrangement could reasonably be expected to materially impair the primary syndication of the Bridge Facility or the Notes Issuance. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, but

without limiting your obligations to assist with syndication efforts as set forth herein, it is understood and agreed that neither the commencement nor completion of the syndication of the Bridge Facility, nor the obtaining of the ratings referenced above, nor any other provision of this paragraph, shall constitute a condition to the commitments hereunder or the funding of the Bridge Facility on the Bridge Funding Date.

It is understood and agreed that the Lead Arrangers will, after consultation with you, manage all aspects of the syndication, including selection of Lenders (subject to your consultation rights as set forth in the fourth paragraph of this Commitment Letter, but which Lenders may not be Disqualified Institutions), determination of when the Lead Arrangers will approach potential Lenders and the time of acceptance of the Lenders' commitments, the final allocations of the commitments among the Lenders and the amount and distribution of fees among the Lenders. To assist the Lead Arrangers in their syndication efforts, you agree promptly to prepare and provide to the Committed Lenders all customary information with respect to you and your subsidiaries and the Transactions, including all financial information and projections (the "Projections"), as the Lead Arrangers may reasonably request in connection with the structuring, arrangement and syndication of the Bridge Facility. If reasonably requested by the Lead Arrangers, you agree to assist the Lead Arrangers in preparing a customary additional version of the Confidential Information Memorandum (the "Public Side Version") to be used by prospective Lenders' public-side employees and representatives (such Lenders, "Public-Siders"; all other Lenders, "Private-Siders") who do not wish to receive material non-public information (within the meaning of the United States Federal or State securities laws) with respect to you and your affiliates and any of your or their respective securities (such material non-public information, "MNPI") and who may be engaged in investment and other market-related activities with respect to your or your affiliates' securities or loans. It is understood and agreed that, in connection with your assistance described above, (i) customary authorization letters will be included in the Confidential Information Memorandum that authorize the distribution of the Confidential Information Memorandum to prospective Lenders and confirm that the Public Side Version does not include MNPI and (ii) the Public Side Version will contain customary language exculpating us and our affiliates and you and your affiliates with respect to any liability related to the use of the contents of the Public Side Version or any related marketing material. You agree to identify that portion of the Information Materials that may be distributed to Public-Siders by clearly marking the same as "PUBLIC" (it being understood and agreed that you shall not be under any obligation to mark the Information Materials as "PUBLIC"). You acknowledge that the Lead Arrangers will make available the Information Materials on a confidential basis to the proposed syndicate of Lenders by posting such information on Intralinks, Debt X or SyndTrack Online or by similar electronic means. You agree that the following documents may be distributed to both Private-Siders and Public-Siders, unless you advise the Lead Arrangers prior to their intended distribution that such materials should only be distributed to Private-Siders and provided that you and your counsel have been given a reasonable opportunity to review such documents: (1) administrative materials prepared by us for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (2) the Term Sheets and notification of changes in the Bridge Facility's terms and conditions, (3) the Patriot Act (as defined below) and other similar "know your customer" information and (4) drafts and final versions of the Senior Bridge Credit Documentation. If you advise the Lead Arrangers that

any of the foregoing should be distributed only to Private-Siders, then Public-Siders will not receive such materials without further discussions with you.

You hereby represent and covenant that (a) all written information (all such information, other than the Projections and other than information of a general economic or industry specific nature, the "Information") that has been or will be made available to us by or on behalf of you, when taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates provided thereto) and (b) the Projections that have been or will be made available to us by or on behalf of you have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time made and at the time made available to us (it being understood that (i) the Projections are as to future events and are not to be viewed as facts, (ii) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, (iii) no assurance can be given that any particular Projections will be realized and (iv) actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). You agree that if at any time from and including the date hereof until the Syndication Date, the representation and covenant in the immediately preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished and such representation and covenant were being made at such time, then you will promptly supplement the Information and the Projections so that such representation and covenant would be correct in all material respects; provided that any such supplementation shall cure any breach of such representation and covenant. In arranging the Bridge Facility, including the syndication of the Bridge Facility, we (A) will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof and (B) do not assume responsibility for the accuracy or completeness of the Information or the Projections.

As consideration for the Committed Lenders' commitments hereunder and the agreement of the Committed Lenders and the Lead Arrangers to perform the services described herein, you agree to pay (or cause to be paid) the fees as set forth in the Fee Letter dated the date hereof and delivered herewith with respect to the Bridge Facility (the "Fee Letter"). Once paid, except as expressly provided in the Fee Letter, such fees shall not be refundable under any circumstances.

The commitments of the Committed Lenders to fund the Bridge Facility on the Bridge Funding Date and the agreement of the Committed Lenders and the Lead Arrangers to perform the services described herein are subject solely to the conditions set forth in the Conditions Exhibit (and no others).

Notwithstanding anything in this Commitment Letter, the Term Sheets, the Fee Letter, the Senior Bridge Credit Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations and warranties the making and accuracy of which shall be a condition to the

availability of the Bridge Facility on the Bridge Funding Date shall be (i) such of the representations and warranties made by the Seller with respect to the Acquired Assets in the Purchase Agreement as are material to the interests of the Lenders, but only to the extent that you (or the Purchaser, as applicable) have the right to terminate your (or the Purchaser's, as applicable) obligations under the Purchase Agreement or not consummate the Acquisition as a result of a breach of such representations and warranties in the Purchase Agreement (to such extent, the "Specified Purchase Agreement Representations") and (ii) the Specified Representations (as defined below); provided, however, that, in the event of a Pre-Acquisition Closing Date Funding, such representations and warranties shall be limited solely to the Specified Representations; and (b) the terms of the Senior Bridge Credit Documentation shall be in a form such that they do not impair the availability of the Bridge Facility on the Bridge Funding Date if the conditions described in the immediately preceding paragraph are satisfied. For purposes hereof, "Specified Representations" means the representations and warranties of you set forth in the Senior Bridge Credit Documentation relating to organization and powers; authorization and enforceability, in each case, relating to the entering into and performance of the Senior Bridge Credit Documentation; no conflict with material laws and constituent documents; solvency as of the Bridge Funding Date (after giving effect to the Transactions) of you and your subsidiaries on a consolidated basis; Federal Reserve margin regulations and the Investment Company Act of 1940; anti-terrorism laws and the Patriot Act; OFAC; and FCPA. This paragraph, and the provisions herein, shall be referred to as the "Certain Funds Provisions".

By executing this Commitment Letter, you agree (a) to indemnify and hold harmless each of us and our respective affiliates and each of our and their respective Related Parties (as defined below) (each, an "indemnified person") from and against any and all losses, claims, damages, liabilities or related out-of-pocket expenses, joint or several, to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Term Sheets, the Fee Letter, the Transactions or the Bridge Facility or any claim, litigation, investigation or proceeding relating to any of the foregoing (any of the foregoing, a "Proceeding"), regardless of whether any such indemnified person is a party thereto or whether a Proceeding is initiated by or on behalf of a third party or you or any of your affiliates, and to reimburse each such indemnified person upon demand for any reasonable and documented out-of-pocket legal expenses of one firm of counsel for all such indemnified persons, taken as a whole, and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all such indemnified persons, taken as a whole (and, solely in the case of an actual or perceived conflict of interest where the indemnified person affected by such conflict informs you of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected indemnified person and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for such affected indemnified person), in each case incurred in connection with defending any of the foregoing; provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they (i) are found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct, bad faith or gross negligence of, or material breach of this Commitment Letter or the Senior Bridge Credit Documentation by, such indemnified person or (ii) result from a proceeding that does not involve an act or omission by you or any of your affiliates and that is

brought by an indemnified person against any other indemnified person (other than claims against any arranger or agent in its capacity or in fulfilling its roles as an arranger or agent hereunder or any similar role with respect to the Bridge Facility) and (b) upon and subject to the consummation of the Acquisition, to reimburse us for all reasonable and documented out-of-pocket expenses (including the reasonable expenses of our due diligence investigation, reasonable consultants' fees and expenses, reasonable syndication expenses, reasonable travel expenses and reasonable fees, disbursements and other charges of one firm of counsel for all Committed Lenders and Lead Arrangers taken as a whole) incurred in connection with the Bridge Facility and the preparation of this Commitment Letter, the Term Sheets, the Fee Letter and the Senior Bridge Credit Documentation. Notwithstanding any other provision of this Commitment Letter, (1) no indemnified person shall be liable for any damages directly or indirectly arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmissions systems, except to the extent such damages have resulted from the wilful misconduct, bad faith or gross negligence of such indemnified person or any Related Persons of such indemnified person and (2) without in any way qualifying or limiting your indemnification obligations hereunder, neither you nor any indemnified person shall be liable for any special, indirect, consequential or punitive damages in connection with its activities related to the Bridge Facility or the Transactions; provided that nothing in this sentence shall relieve you of any obligation you may have under the terms hereof to indemnify an indemnified person for any such damages asserted by an unaffiliated third party. You shall not, without the prior written consent of the affected indemnified person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceeding against such indemnified person in respect of which indemnity could have been sought hereunder by such indemnified person unless such settlement (i) includes an unconditional release of such indemnified person in form and substance reasonably satisfactory to such indemnified person from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault. You shall not be liable for any settlement of any pending or threatened Proceeding effected without your consent (which consent shall not be unreasonably withheld or delayed), but if settled with your prior written consent, you agree to indemnify and hold harmless each indemnified person from and against any and all losses, claims, damages, liabilities, and related out-of-pocket expenses by reason of such settlement or judgment in accordance with the other provisions of this paragraph. For purposes hereof, "Related Parties" means, with respect to any person, the directors, officers, employees, agents, trustees, managers, advisors, representatives and controlling persons of such person.

You acknowledge that we and our respective affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. None of us or any of our respective affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you in connection with the performance by us of services for other companies, and none of us or any of our respective affiliates will furnish any such information to other companies. You also acknowledge that none of us or any of our respective affiliates has any obligation to use in connection with the transactions contemplated

by this Commitment Letter, or to furnish to you or your subsidiaries or representatives, confidential information obtained by us from any other company or person.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, on the one hand, and us, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter and the Term Sheets, irrespective of whether any of us has advised or is advising you on other matters, (b) we, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of any of us, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and the Term Sheets, (d) you have been advised that each of us is engaged in a broad range of transactions that may involve interests that differ from your interests and that none of us has an obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, (e) you have consulted your own legal, regulatory, tax and financial advisors to the extent you have deemed appropriate in connection with the transactions contemplated by this Commitment Letter and the Term Sheets and (f) you waive, to the fullest extent permitted by law, any claims you may have against any of us for breach of fiduciary duty or alleged breach of fiduciary duty in connection with this Commitment Letter and the transactions contemplated hereby and by the Term Sheets and agree that none of us shall have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors and that you shall not assert any such claim against any of us.

You further acknowledge that each of us is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each of us may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans) and other obligations of, you and other companies with which you may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any of us or any of our customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

This Commitment Letter and the commitments hereunder shall not be assignable by you, and your obligations hereunder may not be delegated, without the prior written consent of each of us, and any attempted assignment without such consent shall be void. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of us and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (in "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Commitment Letter. This Commitment Letter, the Term Sheets and the Fee

Letter supersede all prior understandings, whether written or oral, between us with respect to the Bridge Facility. This Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the parties required to be indemnified hereunder. This Commitment Letter and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Commitment Letter and the transactions contemplated hereby 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. Each of us may perform the duties and activities described hereunder through any of our respective affiliates and the provisions of the fourth preceding paragraph shall apply with equal force and effect to any of such affiliates so performing any such duties or activities; provided that with respect to the commitments hereunder, any assignments thereof will not relieve any Committed Lender from any of its obligations hereunder unless and until it or its affiliate shall have funded the portion of the commitment so assigned.

Each of the parties hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind, whether in law or equity, whether in contract or in tort or otherwise, against any Committed Lender or its affiliates or any of their respective officers, directors, employees, managers, agents and controlling persons in any way relating to the Transactions, this Commitment Letter, the Term Sheets or the Fee Letter or the performance of services hereunder or thereunder in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding brought in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such action, litigation or proceeding brought in any such court and any claim that any such action, litigation or proceeding has been brought in any inconvenient forum. Each of the parties hereto hereby agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER, THE TERM SHEETS, THE FEE LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS COMMITMENT LETTER AND THE FEE LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Senior Bridge Credit Documentation by the parties hereto in a manner consistent with this Commitment Letter and the Term Sheets and as promptly as reasonably practicable, it being acknowledged and agreed that the commitment provided hereunder is subject to conditions precedent as provided herein.

You agree that you will not disclose, directly or indirectly, this Commitment Letter, the Term Sheets, the Fee Letter, the contents of any of the foregoing or the activities of the Committed Lenders pursuant hereto or thereto to any person without the prior approval of the Committed Lenders, except that you may disclose (a) this Commitment Letter, the Term Sheets, the Fee Letter and the contents hereof and thereof (i) to your directors, officers, employees, attorneys, accountants and advisors on a confidential and need-to-know basis, (ii) to any prospective Additional Committed Lender and its officers, directors, employees, attorneys, accountants and advisors, (iii) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so) and (iv) upon the request or demand of any regulatory authority having jurisdiction over you (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so), (b) this Commitment Letter, the Term Sheets and the contents hereof and thereof (but not the Fee Letter or the contents thereof, except as otherwise provided in clause (i) of this clause (b)) (i) to the Seller and its officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis (provided that the Fee Letter and the contents thereof may be provided to such persons if redacted in respect of the amounts, percentages and basis points of compensation set forth therein) , (ii) in any prospectus or other offering memorandum relating to the Notes in a manner to be mutually agreed, (iii) in any public filing in connection with the Transactions and (iv) to prospective Lenders or participants and to rating agencies in connection with obtaining ratings for the Bridge Facility, (c) the aggregate fee amount contained in the Fee Letter as part of a generic disclosure of aggregate sources and uses related to fee amounts to the extent customary or required in marketing materials or any public filing or any prospectus or other offering memorandum (and only to the extent aggregated with all other fees and expenses of the Transactions and not presented as an individual line item unless required by applicable law) and (d) general disclosure regarding the aggregate commitments of the Committed Lenders hereunder (including the amount of such commitments) and the material terms (other than any fees paid to the Committed Lenders and Lead Arrangers) and conditions of the Bridge Facility and the documentation executed in connection therewith to the extent customary or required in any public filing or press release.

The Committed Lenders and their affiliates shall use all non-public information received by them in connection with the Bridge Facility and the Transactions solely for the purposes of providing the services that are the subject of this Commitment Letter, the Term Sheets and the Fee Letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent them from disclosing any such information (a) to ratings agencies on a confidential basis and in consultation with you, (b) to any Lenders or participants or prospective Lenders or prospective participants, (c) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case, the applicable Committed Lender or its affiliate, as the case may be, shall promptly notify you, in advance, to the extent lawfully permitted to do so), (d) upon the request or demand of any regulatory authority having jurisdiction over them (in which case the applicable Committed Lender or its affiliate, as the case may be, shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent lawfully permitted to do so), (e) to the respective Related Parties of any Committed Lender who need to know such information in connection with the Transactions and are informed of the confidential nature of such information and who agree (which agreement may be oral or pursuant to company policy) to be bound by the terms of this paragraph (or language substantially similar to this paragraph), (f) to any Committed Lender's affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and the applicable Committed Lender shall be responsible for its affiliates' compliance with this paragraph) solely in connection with the Transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by any Committed Lender, its affiliates or any of their respective Related Parties in breach of this Commitment Letter, (h) to the extent such information is received by any Committed Lender from a third party that is not, to such Committed Lender's knowledge, subject to a confidentiality obligation to you with respect to such information, (i) in connection with the exercise of remedies to the extent relating to this Commitment Letter, the Term Sheet or the Fee Letter and (j) for purposes of establishing a "due diligence" defense; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on the terms set forth in this paragraph or as is otherwise reasonably acceptable to you). The obligations of the Committed Lenders under this paragraph shall automatically terminate and be superseded by the confidentiality provisions of the Senior Bridge Credit Documentation upon the initial funding thereunder and shall, in any event, terminate two years after the date hereof.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001), as subsequently amended and reauthorized) (the "Patriot Act"), each of the Lenders may be required to obtain, verify and record information that identifies you, which information may include your name and address and other information that will allow each of the Lenders to identify you in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each of the Lenders.

Please indicate your acceptance of the terms hereof and of the Fee Letter by signing in the appropriate space below and in the Fee Letter and returning to the Lead Arrangers executed original copies (or facsimiles or other electronic copies in “pdf” or “tif” format thereof) of this Commitment Letter and the Fee Letter not later than 5:00 p.m., New York City time, on October 25, 2013. The commitments hereunder will expire at such time in the event that the Lead Arrangers have not received such executed original copies (or facsimiles or other electronic copies in “pdf” or “tif” format thereof) in accordance with the immediately preceding sentence. In the event that the borrowing under the Bridge Facility does not occur on or before April 16, 2014 (or, July 15, 2014, if the Termination Date (as defined in the Purchase Agreement) is extended pursuant to Section 12.1(b) of the Purchase Agreement (such extension, the “Commitment Date Extension”)) or such earlier date on which the Acquisition is consummated or the Purchase Agreement is terminated, then this Commitment Letter and the commitments hereunder shall automatically terminate unless the Committed Lenders shall agree to an extension. The syndication, compensation, reimbursement, indemnification, jurisdiction, governing law, waiver of jury trial, no fiduciary relationship and, except as expressly set forth above, confidentiality provisions contained herein and in the Fee Letter shall remain in full force and effect regardless of whether Senior Bridge Credit Documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder. You may terminate this Commitment Letter and/or any Committed Lender’s commitment with respect to the Bridge Facility (or a portion thereof) at any time subject to the provisions of the immediately preceding sentence.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

MORGAN STANLEY SENIOR FUNDING, INC.

By /s/ Robbie Pearson

Name: Robbie Pearson

Title: Vice President

By /s/ Russ Bunting

Name: Russ Bunting

Title: Director

By /s/ Russ Bunting

Name: Russ Bunting

Title: Director

By /s/ Goh Siew Tan

Name: Goh Siew Tan

Title: Vice President

By /s/ Vivek Lal

Name: Vivek Lal

Title: Vice President

By /s/ Christina Park

Name: Christina Park

Title:

By /s/ Jeffrey Titus

Name: Jeffrey Titus

Title: Managing Director

By /s/ Matthew Pennachio

Name: Matthew Pennachio

Title: Director

By /s/ Tanya Crossley

Name: Tanya Crossley

Title: Managing Director

By /s/ Kestrina Budina

Name: Kestrina Budina

Title: Director

By /s/ Jeffrey H. Gelles

Name: Jeffrey H. Gelles

Title: Managing Director

TORONTO DOMINION (NEW YORK) LLC

By /s/ Robyn Zeller

Name: Robyn Zeller

Title: Vice President

TD SECURITIES (USA) LLC

By /s/ Robyn Zeller

Name: Robyn Zeller

Title: Managing Director

By /s/ Jose Carlos

Name: Jose Carlos

Title: Director

By /s/ Catherine Madigan

Name: Catherine Madigan

Title: Managing Director

By /s/ Scottye Lindsey

Name: Scottye Lindsey

Title: Director

PNC CAPITAL MARKETS, LLC

By /s/ John F. Broeren

Name: John F. Broeren

Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION

By /s/ Thomas Kondrat

Name: Thomas Kondrat

Title:

By /s/ David W. Kee

Name: David W. Kee

Title: Managing Director

Accepted and agreed to as of the date first above written:

Crown Castle International Corp.

By /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer and
Treasurer

Schedule 1 – Commitments

<u>Committed Lender</u>	<u>Commitment Amount</u>
Bank of America, N.A.	\$ 650,820,896.00
Morgan Stanley	650,820,896.00
JPMorgan Chase Bank, N.A.	650,820,896.00
Barclays Bank PLC	342,537,313.00
SunTrust Bank	221,000,000.00
The Royal Bank of Scotland plc	170,000,000.00
Credit Agricole Corporate and Investment Bank	170,000,000.00
Royal Bank of Canada	170,000,000.00
Toronto Dominion (New York) LLC	170,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	85,000,000.00
Deutsche Bank AG Cayman Islands Branch	68,000,000.00
PNC Bank, National Association	34,000,000.00
Sumitomo Mitsui Banking Corporation	17,000,000.00
TOTAL	\$ 3,400,000,000.00

CONFIDENTIAL
October 18, 2013

Project Bennett
\$3,400,000,000 Senior Unsecured Bridge Facility
Summary of Principal Terms and Conditions¹

Borrower: The borrower under the Bridge Facility (as defined below) will be Crown Castle International Corp., a Delaware corporation (the "Borrower").

Transactions: Pursuant to a Master Agreement (the "Purchase Agreement") to be entered into between Borrower and AT&T Inc., a Delaware corporation (the "Seller"), Borrower will acquire (the "Acquisition") pursuant to a long-term lease arrangement or asset purchase arrangement certain of the Seller's Towers (the "Acquired Assets") for aggregate cash consideration consisting of \$4,850,000,000 (the "Purchase Price").

In connection with the Acquisition, (a) the Borrower will issue at least \$1,055,200,000 in gross cash proceeds (the "Initial Equity Proceeds") of its common or preferred equity securities or enter into other equity financing arrangements (and, in the case of preferred equity securities or such other equity financing arrangements, on terms reasonably satisfactory to the Lead Arrangers) (collectively, the "Equity Offering"), (b) the Borrower will either (i) issue up to \$3,400,000,000 in aggregate principal amount of its senior unsecured notes (the "Notes") in a public offering or in a Rule 144A or other private placement (the "Notes Issuance") or (ii) borrow up to \$3,400,000,000, less the Excess Equity Proceeds (as defined below) and the gross cash proceeds from the Notes Issuance on or prior to the Bridge Funding Date (as defined below), if any, in aggregate principal amount of senior unsecured bridge loans (the "Initial Bridge Loans") under a new senior unsecured bridge facility (the "Bridge Facility"). (c) Crown Castle Operating Company, a wholly-owned subsidiary of the Borrower ("CCOC"), will borrow revolving loans in an aggregate amount up to \$1,000,000,000 pursuant to the Credit Agreement dated as of January 31, 2012 (and as amended, restated, supplemented or otherwise modified from time to time),

¹ Capitalized terms used herein but not otherwise defined have the meanings assigned thereto in the Commitment Letter to which this Exhibit A is attached, including the other exhibits thereto (the "Commitment Letter").

among the Borrower, CCOC, as borrower, the lenders and issuing banks party thereto, The Royal Bank of Scotland plc, as administrative agent, and Morgan Stanley Senior Funding Inc., as co-documentation agent, as amended (the “Revolver Borrowing”) and (d) the Borrower will apply the proceeds from the Equity Offering, the Notes Issuance, the Initial Bridge Loans and the Revolver Borrowing, together with cash on hand on the date on which the Acquisition is consummated (the “Acquisition Closing Date”), to (i) fund the Purchase Price, (ii) redeem or repurchase some or all of the Borrower’s 7.125% Senior Notes due 2019 and (iii) pay the fees and expenses incurred in connection with the Transactions (as defined below) (the “Transaction Costs”). The aggregate commitments under the Bridge Facility shall be permanently reduced dollar-for-dollar by an amount equal to the gross cash proceeds (including any proceeds in escrow) received from the Notes Issuance subsequent to the date hereof and on or prior to the Bridge Funding Date. In addition, in the event the aggregate gross cash proceeds of the Equity Offering exceed the Initial Equity Proceeds (the “Excess Equity Proceeds”), the aggregate commitments under the Bridge Facility shall be permanently reduced dollar-for-dollar by an amount equal to the Excess Equity Proceeds. The transactions described in clauses (a) through (d) of this paragraph, together with the Acquisition, are collectively referred to herein as the “Transactions”.

Administrative Agent:

Morgan Stanley Senior Funding, Inc. will act as sole administrative agent for the Bridge Facility (in such capacity, the “Administrative Agent”) for a syndicate of financial institutions (other than the Disqualified Institutions) (the “Bridge Lenders”), and will perform the duties customarily associated with such role.

Joint Lead Arrangers and Joint Bookrunners:

Morgan Stanley Senior Funding, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Barclays Bank PLC and the other joint lead arrangers and joint bookrunners appointed pursuant to the Commitment Letter, will act as joint lead arrangers and joint bookrunners for the Bridge Facility (each in such capacity, a “Lead Arranger” and, collectively in such capacities, the “Lead Arrangers”) and will perform the duties customarily associated with such roles; provided that with respect to the Bridge Facility, each of Morgan Stanley Senior Funding, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC shall be active joint lead arrangers and joint bookrunners and Barclays Bank PLC shall be a passive joint lead arranger and joint bookrunner.

Use of Proceeds:

The proceeds of the Equity Offering, the Notes Issuance, the Initial Bridge Loans and the Revolver Borrowing, together with cash on hand at the Borrower on the Acquisition Closing Date, will be used by the Borrower on the Acquisition Closing Date to pay the Transaction Costs, to fund the Purchase Price and to redeem or repurchase some or all of the Borrower’s outstanding 7.125% Senior Notes due 2019.

Availability:

The Initial Bridge Loans shall be made in a single drawing on the Acquisition Closing Date substantially simultaneously with the consummation of the Acquisition or, at the request of the Borrower, on the business day prior to the anticipated Acquisition Closing Date (a “Pre-Acquisition Closing Date Funding”). The date on which the Initial Bridge Loans are funded, whether on or prior to the Acquisition Closing Date, the “Bridge Funding Date”.

In the event of a Pre-Acquisition Closing Date Funding, the net proceeds of such drawing shall be maintained by the Borrower in a segregated deposit account until the Acquisition Closing Date. The Senior Bridge Credit Documentation shall (a) include an affirmative covenant requiring the Borrower to utilize the proceeds of the Initial Bridge Loans solely for the purposes described under the caption “Use of Proceeds” above and (b) provide that, in the event the Acquisition Closing Date Conditions (as defined in Exhibit B to the Commitment Letter) are not satisfied (or otherwise waived) within five business days of the Bridge Funding Date, the Borrower shall promptly prepay in full all outstanding Initial Bridge Loans.

<u>Ranking:</u>	The Initial Bridge Loans will be senior unsecured debt of the Borrower and will rank pari passu with all other senior unsecured debt of the Borrower and senior to all future subordinated debt of the Borrower.
<u>Guarantees:</u>	None.
<u>Collateral:</u>	None.
<u>Interest Rates and Fees:</u>	As set forth on Annex I hereto.
<u>Default Rate:</u>	With respect to overdue principal, interest, fees or other amounts, the applicable interest rate plus 2.00% per annum.
<u>Amortization:</u>	None.
<u>Maturity Date/Exchange:</u>	<p>The Initial Bridge Loans shall initially mature on the 364-day anniversary of the Bridge Funding Date (the “<u>Initial Maturity Date</u>”).</p> <p>If any Initial Bridge Loan has not been repaid in full on or prior to the Initial Maturity Date and no bankruptcy event of default (with respect to the Borrower) then exists, such Initial Bridge Loan shall automatically be converted into a senior unsecured term loan (collectively, the “<u>Extended Term Loans</u>” and, together with the Initial Bridge Loans, the “<u>Bridge Loans</u>”) due on the 8-year anniversary of the Bridge Funding Date (the “<u>Extended Maturity Date</u>”). The Extended Term Loans will be governed by the provisions of the Senior Bridge Credit Documentation (as defined below) and, except as otherwise set forth in Annex II, will have the same terms as the Initial Bridge Loans.</p> <p>The lenders in respect of such Extended Term Loans will have the option, upon not less than 5 business days notice, at any time or from time to time after the Initial Maturity Date, to receive, in exchange for such Extended Term Loans, senior unsecured exchange notes (the “<u>Exchange Notes</u>”) having an equal principal amount and that will be issued pursuant to an indenture having terms, to the extent not expressly set forth in Annex II, consistent with and substantially similar to those set forth in the 5.25% Indenture (as defined below); <u>provided</u> that the Borrower may defer the issuance of the Exchange Notes until such time as the Borrower has received requests to issue an aggregate principal amount of Exchange Notes equal to at</p>

least \$100,000,000.

The Initial Bridge Loans, the Extended Term Loans and the Exchange Notes shall rank *pari passu* for all purposes.

Mandatory Prepayments:

The Borrower will be required to prepay Initial Bridge Loans on a pro rata basis, at par plus accrued and unpaid interest, from: (a) 100% of the net cash proceeds of (x) the Notes Issuance or the issuance of any other Securities (as defined in the Fee Letter) and (y) any other debt for borrowed money incurred by the Borrower and its subsidiaries (other than borrowings under existing credit facilities (including the Revolver Borrowing) and indebtedness incurred in the ordinary course of business), (b) 100% of the net cash proceeds from issuances of public equity by the Borrower and (c) 100% of the net cash proceeds from any non-ordinary course asset sales or other disposition (including as a result of casualty or condemnation) by the Borrower and its subsidiaries, in each case, that are effected after the Bridge Funding Date and subject to exceptions (including, in the case of clause (c), reinvestment rights) and baskets consistent with the Documentation Considerations (as defined below) to be agreed.

In addition, the Borrower will also be required to offer to repay the Initial Bridge Loans upon the occurrence of a change of control (to be defined in a manner consistent with the Documentation Considerations) at 100% of the outstanding principal amount thereof plus accrued and unpaid interest.

Optional Prepayments:

The Initial Bridge Loans may be prepaid, in whole or in part, at the option of the Borrower, at par plus accrued and unpaid interest.

Senior Bridge Credit Documentation:

The definitive financing documentation for the Bridge Facility (the "Senior Bridge Credit Documentation") shall contain the terms and conditions set forth in the Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree; it being understood and agreed that the Senior Bridge Credit Documentation will be customary for unsecured bridge facilities of this type and, to the extent not expressly set forth in this Term Sheet, will contain terms and conditions (including with respect to covenants and events of default) consistent with and substantially similar to those set forth in the Indenture dated as of October 15, 2012, between the Borrower and

The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to the Borrower's 5.25% Senior Notes due 2023 (the "5.25% Indenture") filed with the Securities and Exchange Commission on October 16, 2012 (collectively, the "Documentation Considerations").

Representations and Warranties:

The Senior Bridge Credit Documentation will contain customary representations and warranties for similar transactions; provided that the only representations and warranties the making and accuracy of which shall be a condition to the availability of the Bridge Facility on the Bridge Funding Date shall be the Specified Purchase Agreement Representations and the Specified Representations (or, in the event of a Pre-Acquisition Closing Date Funding, solely the Specified Representations).

Conditions Precedent to Initial Borrowing:

Limited to those specified in the Conditions Exhibit.

Affirmative Covenants:

The Senior Bridge Credit Documentation will contain affirmative covenants that are consistent with the Documentation Considerations.

Negative Covenants:

The Senior Bridge Credit Documentation will contain negative covenants that are consistent with the Documentation Considerations.

Financial Covenants:

None.

Events of Default:

The Senior Bridge Credit Documentation will contain events of default (including grace period and threshold amounts) that are consistent with the Documentation Considerations.

If an event of default (other than a bankruptcy event of default) shall occur and be continuing, the Administrative Agent (with the consent of the Required Bridge Lenders (as defined below)), by written notice to the Borrower, may declare the principal of, and all accrued interest on, all Bridge Loans to be due and payable immediately. If a bankruptcy event of default (with respect to the Borrower) occurs, the principal of and accrued interest on the Bridge Loans will be immediately due and payable without any notice, declaration or other act on the part of the holders of the Bridge Loans. An acceleration notice may be annulled and past defaults (except for monetary defaults not yet cured) may be waived by the Required Bridge

Lenders.

Voting:

Amendments and waivers of the Senior Bridge Credit Documentation will require the approval of Bridge Lenders holding more than 50% of the aggregate principal amount of the then outstanding Bridge Loans (the “Required Bridge Lenders”), except that (a) the consent of each Bridge Lender directly and adversely affected thereby shall be required with respect to (i) reductions in the principal of any Bridge Loan owed to such Bridge Lender, (ii) except as contemplated under “*Maturity Date/Exchange*” above, extensions of the Initial Maturity Date, the Extended Maturity Date or the due date of any interest or fee payment, (iii) reductions in the rate of interest or the amount of any fees or other amounts owed to such Bridge Lender, (iv) additional restrictions on the rights to exchange Extended Term Loans for Exchange Notes or any amendment of the rate of such exchange, (v) changes in call dates or call prices (other than notice provisions) and (vi) changes in pro rata sharing provisions and (b) the consent of 100% of the Bridge Lenders shall be required with respect to modifications of any voting percentages.

The Senior Bridge Credit Documentation shall contain provisions allowing the Borrower to replace a Bridge Lender in connection with amendments and waivers requiring the consent of all Bridge Lenders or of all Bridge Lenders directly affected thereby (so long as the consent of the Required Bridge Lenders has been obtained with respect to such amendment or waiver).

Cost and Yield Protection:

The Senior Bridge Credit Documentation will contain customary cost and yield protection provisions.

Assignments and Participations:

Subject to the prior approval of the Administrative Agent (such approval not to be unreasonably withheld) and compliance with applicable securities laws, the Bridge Lenders will have the right to assign Bridge Loans (other than to any Disqualified Institution or a natural person) in consultation with (but without the consent of) the Borrower; provided, however, that prior to the Initial Maturity Date, unless a Demand Failure Event (as defined in the Fee Letter) or a payment or bankruptcy event of default has occurred and is continuing, the consent of the Borrower shall be required with respect to any assignment if, subsequent thereto, the Committed Lenders would hold, in the aggregate, less than 51% of the outstanding

Initial Bridge Loans.

The Senior Bridge Credit Documentation shall provide that, so long as no default or event of default is continuing, Bridge Loans may be purchased by and assigned to the Borrower or any of its subsidiaries through (a) any offer to purchase or take by assignment open to all Bridge Lenders on a pro rata basis in accordance with customary procedures to be agreed and/or (b) open market purchases on a non pro rata basis; provided that Bridge Loans owned or held by the Borrower or any of its subsidiaries shall be cancelled for all purposes.

The Bridge Lenders will have the right to participate their Bridge Loans (other than to any Disqualified Institution or a natural person) without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Bridge Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions.

Expenses and Indemnification:

Upon and subject to the funding of the Bridge Facility, the Borrower will pay all reasonable out-of-pocket costs and expenses of the Administrative Agent, the Lead Arrangers, the Bridge Lenders and their respective affiliates associated with the syndication of the Bridge Facility, the preparation, negotiation, execution, delivery and administration of the Senior Bridge Credit Documentation and amendments, modifications and waivers thereof (including the reasonable fees, disbursements and other charges of one firm of counsel to the Administrative Agent and its affiliates). In addition, all out-of-pocket expenses of the Administrative Agent, the Lead Arrangers and the Bridge Lenders (including the fees, disbursements and other charges of counsel to any of the foregoing) for enforcement costs associated with the Bridge Facility are to be paid by the Borrower.

The Borrower will indemnify the Lead Arrangers, the Administrative Agent, the Bridge Lenders and their respective affiliates and each of their respective directors, officers, employees, trustees, agents, managers, representatives, controlling persons and advisors and hold them harmless from and against all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of a single counsel for all the indemnified persons and one local counsel for all the

indemnified persons in each relevant local jurisdiction (and, in the case of an actual or perceived conflict of interest where the indemnified person affected by such conflict informs you of such conflict and retains its own counsel, of another firm of counsel for such affected indemnified person)) of any such indemnified person arising out of, in connection with, or as a result of, the Transactions, including the financings contemplated thereby, or any transactions connected therewith or any claim, litigation, investigation or proceeding (regardless of whether any such indemnified person is a party thereto and regardless of whether such claim, litigation, investigation or proceeding is brought by a third party or by the Borrower or any of its subsidiaries) that relate to any of the foregoing: provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they (i) are found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct, bad faith or gross negligence of, or material breach of the Commitment Letter or the Senior Bridge Credit Documentation by, such indemnified person or (ii) result from a proceeding that does not involve an act or omission by the Borrower or any of its affiliates and that is brought by an indemnified person against any other indemnified person (other than claims against any arranger or agent in its capacity or in fulfilling its roles as an arranger or agent pursuant to the Commitment Letter or any similar role with respect to the Bridge Facility).

Governing Law and Forum:

New York.

Interest Rates:

On or prior to the Initial Maturity Date, the Initial Bridge Loans will accrue interest at a rate per annum equal to Adjusted LIBOR (as defined below) plus 5.25%.

Such spread over Adjusted LIBOR will increase by 50 bps at the end of the first 3-month period following the Bridge Funding Date and at the end of each 3-month period thereafter (through, but not including, the Initial Maturity Date).

Notwithstanding anything to the contrary, the interest rate applicable to the Initial Bridge Loans shall not exceed the Total Cap (as defined in the Fee Letter).

Following the Initial Maturity Date, all outstanding Extended Term Loans will accrue interest at the rate provided therefor under the heading "Interest Rate" on Annex II hereto.

Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

Interest will be payable in cash in arrears (a) for the Initial Bridge Loans, at the end of each 3-month interest period and on the Initial Maturity Date and (b) for the Extended Term Loans, semi-annually commencing on the date that is 6 months after the Initial Maturity Date and on the final maturity date.

"Adjusted LIBOR" means for each 3-month period after the Bridge Funding Date, the greater of (a) 0.75% and (b) the rate (adjusted for statutory reserve requirements for Eurocurrency liabilities) for Eurodollar deposits for such 3-month period appearing on Reuters Screen LIBOR01 Page (or otherwise on the Reuters Screen).

Summary of Terms and Conditions of the
Exchange Notes and the Extended Term Loans

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in Exhibit A to which this Annex II is attached.

- Issuer: The Borrower (the “Issuer”).
- Principal Amount: The Exchange Notes will be available only in exchange for the Extended Term Loans on or after the Initial Maturity Date. The principal amount of any Exchange Note will equal 100% of the aggregate principal amount of the Extended Term Loan for which it is exchanged, and any accrued interest then not due will be carried over. In the case of the initial exchange by the Bridge Lenders, the minimum aggregate principal amount of Extended Term Loans to be exchanged for the Exchange Notes shall not be less than \$100,000,000; provided that a Bridge Lender may not elect to exchange only a portion of its outstanding Extended Term Loans for Exchange Notes unless such portion is equal to or greater than \$100,000,000.
- Maturity Date: The Exchange Notes and the Extended Term Loans will mature on the 8-year anniversary of the Bridge Funding Date.
- Interest Rate: The Exchange Notes and the Extended Term Loans will bear interest at a rate per annum equal to the Total Cap.
- At any time when the Issuer is in default in the payment of any amount under the Exchange Notes or Extended Term Loans, such overdue amounts shall bear interest at 2.00% per annum above the rate otherwise applicable thereto.
- Interest will be payable on the Exchange Notes in arrears semi-annually commencing on the date that is 6 months after the Initial Maturity Date and on the final maturity date. Interest on the Exchange Notes shall be calculated on the basis of a year of 360 days.
- Optional Redemption: The Extended Term Loans may be prepaid, in whole or in part, at the option of the Issuer, at par plus accrued and unpaid interest to the redemption date.
- The Exchange Notes will be (a) non-callable for the first 4 years from the Bridge Funding Date (subject to a 35% equity clawback within the first three years after the Initial Maturity Date and customary make-whole provisions) and (b)

thereafter, callable at par plus accrued interest plus a premium equal to 50% of the coupon in effect on such Exchange Notes, which premium shall decline ratably on each yearly anniversary of such sale to zero one year prior to the maturity of the Exchange Notes; provided that (i) such call protection shall not apply to any call for redemption issued prior to the issuance of any Exchange Note and (ii) so long as any such Exchange Notes are held by the Committed Lenders or their affiliates (other than Asset Management Affiliates (as defined in the Fee Letter) or for bona fide market making purposes), such notes shall be callable at any time at par plus accrued interest.

Mandatory Offer to Purchase:

The Issuer will be required to offer to repay the Extended Term Loans upon the occurrence of a change of control (to be defined in a manner consistent with the Documentation Considerations) and, subject to exceptions to be agreed and consistent with the Documentation Considerations, upon the consummation of non-ordinary course asset sales (which offers shall be at 100% of the principal amount of such Extended Term Loans, plus accrued and unpaid interest).

Unless the Issuer has exercised its right to redeem the Exchange Notes, the Issuer will be required to offer to repurchase the Exchange Notes upon the occurrence of a change of control (to be defined in a manner consistent with the Documentation Considerations) and, subject to exceptions to be agreed and consistent with the Documentation Considerations, upon the consummation of non-ordinary course asset sales (which offers shall be at 101% of the principal amount of such Exchange Notes (unless such Exchange Notes are held by the Committed Lenders or their affiliates, other than Asset Management Affiliates or for bona fide market making purposes, in which case the change of control offer shall be at 100% of the principal amount of such Exchange Notes) in the case of a change of control offer and 100% of the principal amount of such Exchange Notes in the case of any such asset sale offer, in each case plus accrued and unpaid interest).

Right to Transfer Exchange Notes:

The holders of the Exchange Notes shall have the absolute and unconditional right to transfer such Exchange Notes in compliance with applicable law to any third parties.

Covenants:

The Exchange Notes shall be subject to covenants that are consistent with the Documentation Considerations and based on those contained in the preliminary offering memorandum or prospectus, if any, used to market the Notes.

Defeasance; Satisfaction and Discharge:

The Exchange Notes shall be subject to defeasance and satisfaction and discharge provisions that are consistent with the Documentation Considerations and based on those contained in the preliminary offering memorandum or prospectus, if any, used to market the Notes.

Events of Default:

The Exchange Notes shall be subject to events of default (including grace periods and threshold amounts) that are consistent with the Documentation Considerations and based on those contained in the preliminary offering memorandum or prospectus, if any, used to market the Notes.

Governing Law and Forum:

New York.

Summary of Conditions Precedent

The availability and funding of the Bridge Facility shall be subject to the satisfaction (or waiver) of solely the following conditions; provided, however, that, in the event of a Pre-Acquisition Closing Date Funding, the availability and funding of the Bridge Facility shall be subject to the satisfaction (or waiver) of solely the following conditions, other than the conditions set forth in paragraphs 2, 4 and 5 below (such other conditions, the “Acquisition Closing Date Conditions”).

Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Commitment Letter (including the Exhibits and Annexes thereto) to which this Exhibit B is attached.

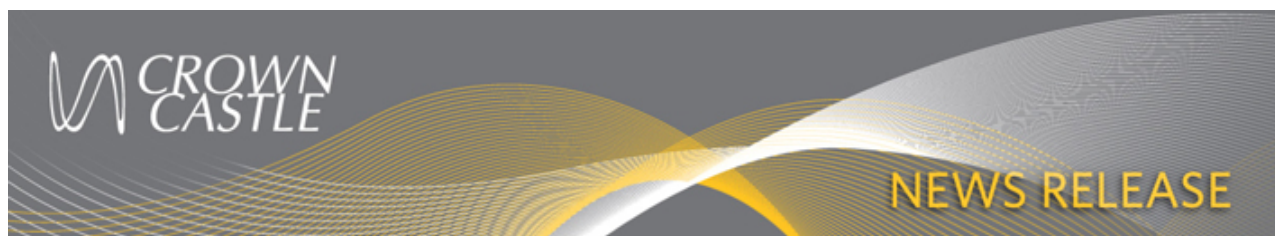
1. The Borrower shall have executed and delivered the Senior Bridge Credit Documentation and the Lead Arrangers and the Committed Lenders shall have received:
 - (a) customary closing certificates, good standing certificates, borrowing notices and legal opinions; and
 - (b) a certificate of the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Borrower in an agreed form certifying that the Borrower and its subsidiaries, on a consolidated basis, after giving effect to the Transactions, are solvent.
2. The Specified Purchase Agreement Representations shall be true and correct as of the Bridge Funding Date (or, in the event of a Pre-Acquisition Closing Date Funding, the Acquisition Closing Date) (except, in the case of any Specified Purchase Agreement Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct as of the respective date or for the respective period, as the case may be).
3. The Specified Representations shall be true and correct in all material respects as of the Bridge Funding Date (except, in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); provided that, to the extent that any of the Specified Representations are qualified by or subject to a “material adverse effect”, “material adverse change” or similar term or qualification, the definition thereof shall be a Closing Date Material Adverse Effect (as defined below) for purposes of any such representations and warranties made or deemed made on, or as of, the Bridge Funding Date (or any date prior thereto).
4. The Acquisition shall be consummated in compliance with applicable law in accordance with the terms of the Purchase Agreement, but without giving effect to any amendments, waivers or consents by the Borrower that are materially adverse to the interests of the Committed Lenders or the Lead Arrangers in their respective capacities as such without the consent of the Lead Arrangers (it being understood that (a) any decrease in the

Purchase Price shall not be materially adverse to the interests of the Committed Lenders or the Lead Arrangers so long as such decrease is allocated to reduce the Bridge Facility and the Notes on a dollar-for-dollar basis, (b) any increase in the Purchase Price which is funded solely with cash on hand, borrowings under the Borrower's existing credit facilities or the proceeds of the Equity Offering, and not with proceeds of other indebtedness shall not be materially adverse to the Committed Lenders or the Lead Arrangers and (c) the granting of any consent under the Purchase Agreement that is not materially adverse to the interests of the Committed Lenders or the Lead Arrangers shall not otherwise constitute an amendment or waiver). After giving effect to the Acquisition and the financing contemplated hereby, the Borrower and its subsidiaries will have no indebtedness for borrowed money other than the Bridge Facility, the Notes, borrowings under their existing credit facilities, indebtedness incurred in the ordinary course of business and indebtedness in existence on the date hereof.

5. The Equity Offering shall have been consummated on or prior to the Acquisition Closing Date.
6. Since December 31, 2012, 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 Closing Date Material Adverse Effect. "Closing Date 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, after giving effect to the transactions contemplated by the MLAs (as if such transactions were in effect on the date of the Purchase Agreement); provided, however, that no adverse change or event arising directly or indirectly from or otherwise relating directly or indirectly to any of the following shall be deemed either alone or in combination to constitute, and no such adverse change or event shall be taken into account in determining whether there has been or would be, a Closing Date Material Adverse Effect: (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 the Purchase 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; (vii) the taking of any action by any Person which is required to be taken pursuant to the terms of the Purchase Agreement; (viii) the termination of any Collocation Agreements of the type described on Section 1.1(b) of the AT&T Disclosure Letter; or (ix) any matter identified in Section 10.2(i) of the AT&T Disclosure Letter, 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. Defined terms used in this paragraph without definition shall have the meanings ascribed thereto in the Purchase Agreement.

7. All fees and expenses required to be paid on the Bridge Funding Date pursuant to documentation related to the Transactions entered into among the Borrower, the Lead Arrangers or the Committed Lenders, in each case to the extent invoiced at least 3 business days prior to the Bridge Funding Date, shall have been paid (which amounts may be offset against the proceeds of the Bridge Facility).
8. The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act, that has been reasonably requested by the Committed Lenders at least 10 days in advance of the Bridge Funding Date.
9. The Lead Arrangers and the Investment Banks (as defined in the Fee Letter) shall have received all customary information to be included in a customary offering memorandum or, at the option of the Borrower, a registered offering prospectus supplement (in each case, other than the “description of the notes” and other information customarily provided by the Investment Banks or their counsel), including financial statements, business and other financial data of the type required in a registered offering by Regulation S-X and Regulation S-K under the Securities Act (other than, in the case of a private placement under Rule 144A, (x) Rules 3-10, 3-14 and 3-16 of Regulation S-X, (y) any historical or pro forma or other financial data or information with respect to the Acquired Assets or the Acquisition (to the extent not then currently available) and (z) other information customarily excluded in private placements pursuant to Rule 144A promulgated under the Securities Act) or that would be necessary for the Investment Banks to receive customary (for high yield debt securities) “comfort” (including customary “negative assurance” comfort) from independent accountants in connection with the Notes Issuance, and, in the case of the annual financial statements, the auditors’ reports thereon, together with drafts of customary comfort letters that such accounting firms are prepared to deliver upon closing (the “Required OM Information”).
10. The Investment Banks and the Lead Arrangers shall have been afforded a period (the “Marketing Period”) of at least 15 consecutive business days prior to the Bridge Funding Date following receipt of the Required OM Information to seek to place the Notes with qualified purchasers thereof and to syndicate the Bridge Facility; provided that (a) the entirety of the Marketing Period shall occur before December 21, 2013 or after January 6, 2014 and (b) November 28, 2013 and November 29, 2013 shall not be included in the Marketing Period.

If the Borrower shall in good faith reasonably believe that it has delivered the Required OM Information, it may deliver to the Lead Arrangers and the Investment Banks written notice to that effect (stating when it believes it completed the applicable delivery), in which case the Required OM Information shall be deemed to have been delivered on the date of the applicable notice unless the Lead Arrangers and the Investment Banks in good faith reasonably believe that the Borrower has not completed delivery of the Required OM Information and, within 3 business days after its receipt of such notice from the Borrower, such person delivers a written notice to the Borrower to that effect (stating with specificity the Required OM Information that has not been delivered).



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 Crown Castle International Corp.
 713-570-3050

FOR IMMEDIATE RELEASE

**CROWN CASTLE ANNOUNCES
 \$4.85 BILLION AT&T TOWER TRANSACTION**

- *Reinforces Crown Castle’s position as largest provider of wireless infrastructure in the US with approximately 40,000 towers in the US*
- *Urban-centric portfolio; nearly 50% of sites in top 50 US markets*
- *High quality tenant profile; approximately 84% of pro forma consolidated site rental revenues coming from Big 4 US wireless carriers*

October 20, 2013 – HOUSTON, TEXAS – Crown Castle International Corp. (NYSE: CCI) announced today that it has entered into a definitive agreement pursuant to which Crown Castle will acquire rights to approximately 9,700 AT&T towers for \$4.85 billion in cash at closing (subject to certain limited adjustments). Under the definitive agreement, Crown Castle will have the exclusive right to lease and operate the AT&T towers for a weighted average term of approximately 28 years. In addition, Crown Castle will have the option to purchase the towers at the end of the respective lease terms for aggregate option payments of approximately \$4.2 billion, which payments, if exercised, would be primarily between 2032 and 2048.

“We are very pleased with our agreement with AT&T, which strengthens our position as the largest provider of shared wireless infrastructure in the US, which we believe is the largest, fastest growing and most profitable wireless market in the world,” stated Ben Moreland, Crown Castle’s President and Chief Executive Officer. “Consistent with our focus on the top 100 US markets, nearly half of the AT&T towers are located in the top 50 markets, where we expect the majority of network densification and upgrade activity to occur. With an average of only 1.7 existing tenants per site, we expect the AT&T tower assets to provide significant growth opportunities driven by the continued consumer demand for wireless data services. While this transaction increases our tower count by approximately 33%, the transaction consideration represents only approximately 15% of our enterprise value. Additionally, we believe this

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transaction strengthens the credit quality of our revenue, with pro forma 84% of our consolidated site rental revenue coming from the Big 4 US wireless carriers. Further, we expect the impact from the contemplated transaction and related financings to be slightly accretive to our 2014 adjusted funds from operations per share and 5% accretive to our long-term adjusted funds from operations per share.”

AT&T has contracted to maintain its communications facilities on the towers for a minimum of 10 years with monthly rent of \$1,900 per site and fixed annual rent escalators of 2%. AT&T will also have access to additional space on the towers for its future use, subject to certain restrictions. Crown Castle will have the right to sublease other available capacity on the towers to additional tenants and believes the AT&T towers have sufficient capacity to accommodate at least one additional tenant per tower.

Crown Castle estimates the AT&T towers will contribute approximately \$245 million to \$255 million to its Adjusted Funds from Operations (“AFFO”) before financing costs in 2014. Crown Castle expects to fund the transaction with cash on hand and equity and debt financing, including borrowings under its revolving credit facility. Following the contemplated transaction, Crown Castle will continue to be the largest wireless infrastructure operator in the US with approximately 40,000 towers throughout the US and extensive small cell operations in over 50 markets. The transaction is expected to close in the fourth quarter of 2013, subject to customary closing conditions.

Crown Castle has scheduled a conference call for Monday, October 21, 2013 at 7:30 a.m. Eastern Time to discuss the transaction, as well as its third quarter 2013 results. Crown Castle plans to release its third quarter 2013 results on Monday, October 21, 2013, at 5:00 a.m. Eastern Time. The conference call may be accessed by dialing 480-629-9722 and asking for the Crown Castle call at least 30 minutes prior to the start time. The conference call may also be accessed live over the Internet at <http://investor.crowncastle.com>. Any supplemental materials for the call will be posted on the Crown Castle website at <http://investor.crowncastle.com>.

A telephonic replay of the conference call will be available from 12:30 p.m. Eastern Time on Monday, October 21, 2013 through 11:59 p.m. Eastern Time on Monday, October 28, 2013 and

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may be accessed by dialing 303-590-3030 using access code 4644535. An audio archive will also be available on the company's website at <http://investor.crowncastle.com> shortly after the call and will be accessible for approximately 90 days.

Crown Castle is being advised by Cravath, Swaine & Moore LLP as legal advisor.

About Crown Castle

Crown Castle owns, operates and leases towers and other infrastructure for wireless communications. Crown Castle offers significant wireless communications coverage to all of the top 100 US markets and to substantially all of the Australian population. Pro forma for the announced transaction with AT&T, Crown Castle owns, operates and manages approximately 40,000 and 1,700 wireless communication sites in the US and Australia, respectively. For more information on Crown Castle, please visit www.crowncastle.com.

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Non-GAAP Financial Measures and Other Calculations

This press release includes forward-looking estimates of AFFO, which is a non-GAAP financial measure. Information with respect to AFFO is presented as additional information because Crown Castle's management believes the measure is a useful indicator of the financial performance of our core business. Crown Castle defines AFFO as Funds from Operations ("FFO") before straight-line revenue, straight-line expense, stock-based compensation expense, non-real estate related depreciation, amortization and accretion, amortization of deferred financing costs, debt discounts and interest rate swaps, other (income) expense, gain (loss) on retirement of long-term obligations, net gain (loss) on interest rate swaps, acquisition and integration costs, and asset write-down charges and less capital improvement capital expenditures and corporate capital expenditures. Crown Castle defines FFO as net income plus adjusted tax provision plus real estate depreciation, amortization and accretion.

Reconciliations of Non-GAAP Financial Measures to Comparable GAAP Financial Measures:**AFFO contribution from the AT&T towers for the year ending December 31, 2014 is forecasted as follows:**

<i>(in millions)</i>	Full Year 2014(b) AT&T Tower Acquisition Contribution to Consolidated Outlook
Net income	\$40 to \$60
Adjusted tax provision (a)	\$15 to \$35
Real estate related depreciation, amortization and accretion	\$130 to \$170
FFO	<u>\$212 to \$227</u>
FFO (from above)	\$212 to \$227
Adjustments to increase (decrease) FFO:	
Straight-line revenue	\$(5) to \$10
Straight-line expense	\$25 to \$40
Stock-based compensation expense	\$0 to \$0
Non-real estate related depreciation, amortization and accretion	\$0 to \$0
Amortization of deferred financing costs, debt discounts and interest rate swaps	\$0 to \$0
Other (income) expense	\$0 to \$0
Gains (losses) on retirement of long-term obligations	\$0 to \$0
Acquisition and integration costs	\$0 to \$0
Asset write-down charges	\$0 to \$0
Capital improvement capital expenditures	\$(7) to \$(5)
Corporate capital expenditures	\$0 to \$0
AFFO	<u>\$245 to \$255</u>

- (a) Adjusts the income tax provision to reflect our estimate of the cash taxes had we been a REIT, which predominately relates to foreign taxes paid. As a result, income tax expense (benefit) is lower by the amount of the adjustment.
- (b) Excludes the impact of expected financing relating to the AT&T tower transaction. Assumes AT&T tower transaction closes on December 31, 2013.

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Cautionary Language Regarding Forward-Looking Statements

This press release contains certain forward-looking statements that are based on Crown Castle management's current expectations. Such statements include plans, projections and estimates regarding (i) the timing of closing of the contemplated AT&T tower transaction ("Contemplated Transaction"), (ii) funding and financing of the Contemplated Transaction, (iii) the impact of the Contemplated Transaction and related financing on Crown Castle's financial and operating results, including AFFO (including on a per share basis) and revenue, (iv) tenant capacity and growth opportunity of the AT&T towers, (v) the nature and attributes of the US wireless market, (vi) carrier network upgrades, (vii) Crown Castle's growth, and (viii) the utility of certain financial measures in analyzing our results. Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including prevailing market conditions and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected. More information about potential risk factors that could affect Crown Castle's results is included in our filings with the Securities and Exchange Commission. The term "including," and any variation thereof, means "including, without limitation."

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