

## SITE LOCATION AGREEMENT

(pursuant and subject to MPL Site Master Lease Agreement)

This Site Location Agreement (“SLA”) is entered into this 13th day of August, 2014 (“SLA Execution Date”) and effective as of December 16th, 2013 (“SLA Effective Date”), between CCATT LLC, a Delaware limited liability company, hereinafter designated as “Tower Operator”, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter designated as “AT&T Collocator”.

1. Integration with MPL Site Master Lease Agreement: This SLA is entered into pursuant to that certain MPL Site Master Lease Agreement (as the same may be amended from time to time, the “MLA”), by and among, inter alia, AT&T Mobility LLC, a Delaware limited liability company, AT&T Collocator (as defined herein) and Tower Operator (as defined herein), dated December 16, 2013. All of the terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. By executing and delivering this SLA, AT&T Collocator and Tower Operator hereby agree to be bound by all terms and conditions of the MLA applicable to AT&T Collocator and Tower Operator, respectively, and to perform all covenants and agreements of AT&T Collocator and Tower Operator, respectively, therein. The terms and conditions of the MLA shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of this SLA, except to the extent otherwise expressly provided in this SLA and so long as this SLA has been duly executed and delivered by an authorized representative of AT&T Collocator having the title of director (or senior title) and by Tower Operator. Capitalized terms used in this SLA shall have the same meaning ascribed to them in the MLA unless otherwise indicated herein.

2. Site Number and Site Name (if applicable), Site Status:

Tower Operator: 855798 / SUNVIEW RV PARK

AT&T Collocator: 10093884 / SUNVIEW RV PARK

As of the SLA Effective Date (December 16, 2013), the Site (check the appropriate box):

was a Managed Site

was a Leased Site

3. Site Address and Legal Description of Site or Leased or Subleased Parcel: The Site is located at 10410 State Highway 115, Ivywild, CO 80926. Attachment 1, attached hereto and incorporated herein, contains a description or depiction of the Site or leased or subleased parcel and any appurtenant access easement(s).

4. Description of AT&T Primary Ground Space, Generators and Fuel Tanks: The entire AT&T Primary Ground Space, including the location thereof, is as described in Attachment 2, attached hereto and incorporated herein. Attachment 2 also sets forth any generator(s) and fuel tank(s) installed and operated by AT&T Collocator within the AT&T Primary Ground Space as of the SLA Execution Date.

5. Description of AT&T Communications Equipment within Effective Date Tower Space and AT&T Primary Tower Space, Frequencies and Wind Load Surface Area: The AT&T Communications Equipment installed within the Effective Date Tower Space as of the SLA Effective Date and the frequencies and Wind Load Surface Area applicable to such AT&T Communications Equipment (collectively, the “Existing Configuration”), the AT&T Primary Tower Space RAD Center and any other RAD center(s) housing AT&T Communications Equipment, and the AT&T Primary Tower Space are described in Attachment 3-A, attached hereto and incorporated herein. Attachment 3-B shall be attached hereto and incorporated herein only if, as of the SLA Execution Date, the AT&T Communications Equipment installed within the AT&T Primary Tower Space at the Site, the frequencies

and Wind Load Surface Area applicable to such AT&T Communications Equipment, the AT&T Primary Tower Space RAD Center and any other RAD center(s) housing AT&T Communications Equipment, or the AT&T Primary Tower Space are different from the Existing Configuration in Attachment 3-A (the “**New Configuration**”), and said Attachment 3-B shall describe the New Configuration in detail. Notwithstanding the foregoing description of the identified frequencies, AT&T Collocator has the right to utilize any amount of frequencies for use in commercial, two-way broadband communications, without limitation or approval by Tower Operator, subject to the requirements of the MLA and provided that AT&T Collocator must provide prior written notice to Tower Operator of all frequencies used at the Site.

6. Term: The term of this SLA shall be as set forth in Section 3(a) of the MLA and shall be deemed to have commenced as of the Effective Date of the MLA and the SLA Effective Date, as provided in Section 3(a) of the MLA.

7. Managed Site/Lease Site: If the Site was a Managed Site as of the SLA Effective Date, then, during the period from the SLA Effective Date until the Subsequent Closing Date upon which the Site was (or is) converted to a Lease Site (the “**Managed Period**”), (a) Tower Operator managed (and/or will manage) the Site pursuant to that certain Management Agreement dated December 16, 2013, entered into by and among, inter alia, Tower Operator and certain entities referred to therein as the AT&T Contributors and the AT&T Newcos, and (b) Tower Operator had no and has no leasehold, sub-leasehold or other real property interest in the Site. Pursuant to the terms of the MLA, upon the Subsequent Closing on the Subsequent Closing Date, (a) the applicable Site shall automatically be converted from a Managed Site to a Lease Site (without the need for any amendment to this SLA), and AT&T Collocator’s obligation to pay Use Fees shall automatically convert to an obligation to pay the Per Site Rent Amount, and (b) AT&T Collocator’s right to use the AT&T Collocation Space at the Site shall be converted from a reservation for exclusive use, to a lease or sublease, as applicable.

8. Use Fee: If the Site was a Managed Site as of the SLA Effective Date, then, during the Managed Period, AT&T Collocator shall pay fees to Tower Operator for its right to use the AT&T Collocation Space at the Managed Site (“**Use Fees**”), and not the Per-Site Rent Amount applicable to a Lease Site. For the avoidance of doubt, AT&T Collocator shall not be obligated to pay Use Fees with respect to any Site for any period in which the Per-Site Rent Amount is payable with respect to such Site because it is a Lease Site.

9. Rent or Use Fee Commencement: The first payment by AT&T Collocator of the Per-Site Rent Amount or the Use Fees, as applicable, shall be due on the tenth (10<sup>th</sup>) day of the calendar month following the SLA Effective Date, subject to adjustments as set forth in Section 4 of the MLA.

10. Rent or Use Fee Amount: If the Site was a Lease Site as of the SLA Effective Date, then the monthly Per-Site Rent Amount for the Term shall be as set forth in Section 4 of the MLA, which shall initially be [REDACTED] as of the Effective Date of the MLA, which amount shall be increased or decreased from time to time in accordance with the terms of the MLA, and subject to an increase of [REDACTED] in accordance with the terms of the MLA. The Per-Site Rent Amount attributable to the Site is further subject to increase for amounts payable with respect to Additional Equipment and Additional Ground Space, in each case as set forth in the MLA. All amounts payable by AT&T Collocator shall be paid on the tenth (10<sup>th</sup>) day of each calendar month to Tower Operator pursuant to the terms of the MLA or to such other person, firm or place as Tower Operator may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. If the Site was a Managed Site as of the SLA Effective Date, then, during the Managed Period, the amount of the Use Fees will be equal to the Per-Site Rent Amount that would be applicable to the Site if it was a Lease Site (as set forth in Section 4 of the MLA), which shall initially be [REDACTED], and such Use Fees shall be increased or decreased from time to time in the same manner as the Per-Site Rent Amount for such Site would increase

or decrease if such Site were a Lease Site during such period. The Use Fees shall be paid at the same time and at the same location as the AT&T Rent Amount is payable under the MLA.

11. Counterparts: This SLA 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.


12. Special Provisions: None

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWER OPERATOR:

CCATT LLC,  
a Delaware limited liability company

BY: 

PRINT NAME: Kim Springer

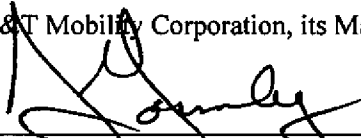
TITLE: Licensing Manager

DATE: 8/13/14

AT&T COLLOCATOR:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation, its Manager

BY: 

PRINT NAME: Joseph Cronmley

TITLE: Senior RE + Constr Mgr

DATE: 7/24/14

ATTACHMENTS:

**Attachment 1:** Legal Description of Land and/or depiction of Site

**Attachment 2:** Description of AT&T Primary Ground Space, Generator(s) and Fuel Tank(s) (if any)

**Attachment 3-A:** Description of Installed AT&T Communications Equipment within Effective Date Tower Space, Frequencies and Wind Load Surface Area, AT&T Primary Tower Space RAD Center and any other RAD center(s) housing AT&T Communications Equipment, and the AT&T Primary Tower Space, in each case as of the SLA Effective Date

10093884

ATTACHMENT 1

855798 / 10093884

LEGAL DESCRIPTION OF LAND AND/OR DEPICTION OF SITE

**A TRACT OF LAND LOCATED WITHIN A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 16 SOUTH, RANGE 61 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 2 BEARS S 17° 37' 19" E, A DISTANCE OF 123.9 FEET, THENCE THE FOLLOWING COURSES.**

**S 64° 36' 41" E, A DISTANCE OF 50.00 FEET,  
S 25° 23' 19" W, A DISTANCE OF 50.00 FEET,  
N 64° 36' 41" W, A DISTANCE OF 50.00 FEET,  
N 25° 23' 19" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.**

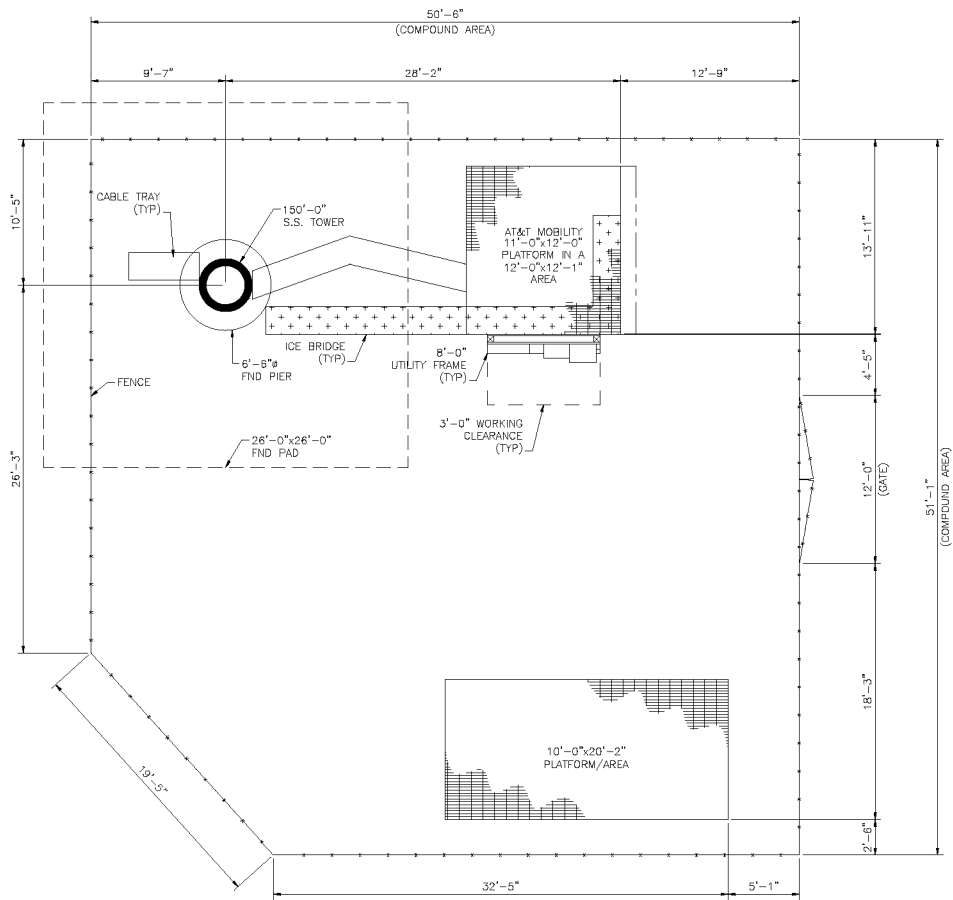
**SAID PARCEL CONTAINS 2500 SQUARE FEET, MORE OR LESS.**

**THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON A LINE FROM THE SAID SOUTHEAST CORNER OF SECTION 2, A FOUND 3" ALUMINUM CAP MARKED PLS 2035 AND A CDOT RIGHT OF WAY MONUMENT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 15 MARKED PAS 19369.11 STA 4985 ASSUMED TO BEAR N 07° 33' 13" W.**

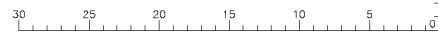
**ATTACHMENT 2**

**DESCRIPTION OF AT&T PRIMARY GROUND SPACE, GENERATOR(S) AND FUEL  
TANK(S) (IF ANY)**

(See attached CAD-Generated Site Plan)



BUSINESS UNIT: 855798



DESCRIPTION OF INSTALLED AT&T COMMUNICATIONS EQUIPMENT WITHIN EFFECTIVE DATE TOWER SPACE, FREQUENCIES AND WIND LOAD SURFACE AREA, AT&T PRIMARY TOWER SPACE RAD CENTER AND ANY OTHER RAD CENTER(S) HOUSING AT&T COMMUNICATIONS EQUIPMENT, AND THE AT&T PRIMARY TOWER SPACE, IN EACH CASE AS OF THE SLA EFFECTIVE DATE

Date: 12/16/2013

AT&T Fixed Asset #: 10093884

AT&T Site Name: SUNVIEW RV PARK

| Type           | Height (Ft) | Qty | Manufacturer and Type - Number           | Weight (lbs) | Length (in.) | Width (in.) | Depth (in.) | Surface Area (L x W) | Mount Type | Qty Coax | Coax Size | Coax Location |
|----------------|-------------|-----|--|--------------|--------------|-------------|-------------|----------------------|------------|----------|-----------|---------------|
| <b>Antenna</b> |             |     |  |              |              |             |             |                      |            |          |           |               |
|                | 151 FT      | 5   | POWERWAVE TECHNOLOGIES P65-15-XLH-RR     | 40           | 51           | 12          | 6           | 612                  | LP 303-1   | 1        | 1-5/8"    | INTQ3         |
|                | 149 FT      | 3   | KMW COMMUNICATIONS AM-X-CD-17-65-00T-RET | 59.5         | 96           | 11.8        | 6           | 1,132.8              | LP 303-1   | 10       | 1-5/8"    | INTQ2         |
|                |             |     |  |              |              |             |             |                      |            | 2        | 7/8"      | INTQ2         |
| Antenna Total  |             |     |  |              |              |             |             | 1,744.8              |            |          |           |               |

**Tower Mounted Equipment ("TME")**

|  |        |   |   |      |     |      |      |       |          |  |  |  |
|--|--------|---|---|------|-----|------|------|-------|----------|--|--|--|
|  | 149 FT | 3 | ALCATEL LUCENT RRH 700 MHZ              | 51   | 21  | 12.2 | 10.8 | 256.2 | LP 303-1 |  |  |  |
|  | 150 FT | 1 | RAYCAP FC18-PC6-8F                      | 12.7 | 24  | 11   | 11   | 264   | LP 303-1 |  |  |  |
|  | 150 FT | 5 | POWERWAVE TECHNOLOGIES TT19-08BP111-001 | 16   | 9.9 | 6.7  | 5.4  | 66.33 | LP 303-1 |  |  |  |

TME Total 586.53

**Grand Total** 2,331.33

Power: 60watt / Frequency Range:

1735-1740, 2135-2140, 1745-1755, 2145-2155, 1850-1855, 1930-1945

The AT&T Primary Tower Space RAD Center: 149  
 The AT&T Primary Tower Space: between 144 and 154