Site ID: CO46049-A-01 Licensee Site ID: COL02065

Site Name: Schriever Licensee Site Name: WSUTH0033719 / SCHRIEVER AIR FORCE BASE

Licensee Fixed Asset #: 10099187 Licensee PTN #: 3755A1AJ56

SEVENTH AMENDMENT TO SITE AGREEMENT

THIS SEVENTH AMENDMENT TO SITE AGREEMENT (hereinafter "Amendment") is made as of <u>06/13/2024</u>, by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company (hereinafter "Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (hereinafter "Licensee").

WHEREAS, Nextel West Corp., a Delaware corporation and Licensee entered into a Site Agreement dated August 31, 2005, as amended on August 26, 2011, on April 4, 2013, on January 11, 2017, on March 15, 2017, on July 19, 2017 and on June 17, 2020 (collectively, the "Site Agreement") pursuant to that certain Master Site Agreement dated August 17, 1999, (the "MSA") and pursuant to which Licensee leases a portion of the tower site located at 15620 Highway 94, Colorado Springs, Colorado 80929; and

WHEREAS, Licensor is successor in interest to TowerCo Assets LLC; and

WHEREAS, Licensor and Licensee entered into that certain Master Lease Agreement ("MLA") with an Effective Date of June 1, 2023; and

WHEREAS, Licensor and Licensee desire and intend to amend and supplement the Site Agreement as provided herein.

Licensor hereto represents and warrants that it is the lawful successor entity to the Site Agreement and assumes all rights and obligations of its predecessor(s) thereunder.

- **NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Site Agreement:
- 1. Equipment as defined in **Section 8(b)** of the MSA for the purpose of this specific Site Agreement is hereby amended in accordance with Item 3 below.
- 2. **Section 20** of the Site Agreement is hereby amended to reflect Licensor's and Licensee's current notice addresses as follows:

LICENSOR'S NOTICE ADDRESS:

SBA 2012 TC Assets, LLC ATTNotices@sbasite.com

LICENSEE'S NOTICE ADDRESS:

TowerNotices@list.att.com

- 3. **Exhibit C** Licensee's Equipment attached to the Site Agreement is hereby deleted in its entirety and replaced with the revised Exhibit C Licensee's Equipment attached hereto and made a part of the Site Agreement.
- 4. **Structural Modifications.** If Structural Modifications (as defined in the MLA) are necessary to accommodate Licensee's Communications Equipment and Licensee use of FirstNet frequencies cause a reclassification of the tower Site to a Class III or Risk Category III-IV structure, as defined in ANSI/TIA-222-G or ANSI/TIA-222-H or a governmental authority, Licensee will be obligated to pay 100% of the costs of the applicable Structural Modifications.
- 5. The Site Agreement is hereby amended to include the following terms and conditions:

SBA and AT&T: FirstNet Provision

Licensee may use the Licensee Communications Equipment set forth in this Site Agreement in connection with FirstNet. Licensee's use in connection with FirstNet may cause a reclassification of the tower at the Site to a Class



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III or Risk Category III-IV structure, as defined in ANSI/TIA-222-G or ANSI/TIA-222-H, or a governmental authority to require modifications to the tower (in each case, a "Structural Reclassification"). If the Licensee Communications Equipment, its purpose, or its use so causes a Structural Reclassification, whether that Structural Reclassification occurs before or after the installation of the Licensee Communications Equipment, Licensee shall reimburse Licensor for the reasonable costs and expenses incurred by Licensor for any modifications required, at the time of and because of the Structural Reclassification, to bring the tower into compliance with ANSI/TIA-222-G or ANSI/TIA-222-H, as applicable, or a governmental authority's requirement (the "Structural Modifications"), unless Licensee and Licensee otherwise mutually agree on an alternative path forward in advance of installation of the Licensee Communications Equipment. Licensee shall reimburse Licensor for these costs and expenses within thirty (30) days of receiving an invoice for them. Upon paying these costs and expenses for the Structural Modifications, Licensee will not owe any further costs and expenses related to the Structural Reclassification.

Licensor understands and acknowledges that Licensee may not be the exclusive cause of a Structural Reclassification. If a person or an entity other than Licensee contributes to a Structural Reclassification requiring Structural Modifications, Licensor and Licensee shall work together in good faith to ensure that Licensee pays only its pro rata share of the costs and expenses of those Structural Modifications.

Further, in the event that Licensee provides Licensor with inaccurate information regarding the Licensee Communications Equipment, its purpose, or its use, in connection with FirstNet, Licensee shall indemnify Licensor against and hold Licensor harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss that result from that inaccurate information. These costs include but are not limited to costs, liability, or loss arising or resulting from Structural Modifications required because of a Structural Reclassification caused by the Licensee Communications Equipment, its purpose, or its use.

In no event shall Licensor's or Licensee's agreement to the terms of this Amendment be deemed to be a waiver or modification of any provisions with regard to any additional or future exercise by Licensee or Licensor of their respective rights under the MLA or the underlying Site Agreement, including but not limited to provisions, if any, that limit or restrict Licensee's right to (i) utilize, add or change frequencies, (ii) sublet, sublease or sublicense all or any portion of the Site, (iii) assign or transfer the MLA or this Site Agreement, or (iv) modify, supplement, add, substitute, replace or change the Licensee Communications Equipment at the Site.

- 6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the MLA and related Site Agreement.
- 7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property and Site are located without regard to principles of conflicts of law.
- 8. Except as specifically set forth in this Amendment, the Site Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Site Agreement and this Amendment, the terms of this Amendment shall take precedence.
- 9. This Amendment shall be effective as of the date last executed by both parties.

[Signature Page to Follow]



Site ID: CO46049-A-01 Site Name:

Schriever

Licensee Site ID:

Licensee Site Name: Licensee Fixed Asset #: COL02065

WSUTH0033719 / SCHRIEVER AIR FORCE BASE 10099187

3755A1AJ56

IN WITNESS WHEREOF, Licensor and Licensee have executed this Seventh Amendment to Site Agreement as of the date and year first above written.

Licensee PTN #:

Signed and acknowledged in the presence of:	LICENSOR	SBA 2012 TC ASSETS, LLC, a Delaware limited liability company
	Alyssa Houlihan	
	Name:	Jason Silberstein, EVP – Site Leasing OR
Print Name:		Alyssa Houlihan, VP – Site Leasing
Print Name:	Date:	06/13/2024
Signed and acknowledged in the presence of:	LICENSEE:	NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
Ashwani Goel		Gol
Print Name:	Name: Title:	Ashwani Goel
		<u>Director of Engineering</u>
	Date:	6/13/2024
Print Name:		



Site ID: CO46049-A-01 Licensee Site ID: COL02065

Site Name: Licensee Site Name: WSUTH0033719 / SCHRIEVER AIR FORCE BASE Schriever

Licensee Fixed Asset #: 10099187 Licensee PTN #: 3755A1AJ56

EXHIBIT C

LICENSEE'S EQUIPMENT

Equipment must be installed, routed, and stacked pursuant to Licensor provided structural analysis. The Equipment contained in such structural must match the Equipment as listed below unless such Equipment has been reduced and no structural analysis re-run is required by Licensor.

All mounting heights are approximate for the purpose of this Exhibit C.

Note: Install shall not damage or adversely affect the safety climb or climbing facility. Any obstruction shall not harm the wire rope safety climb and/or affect the function of the wire rope safety climb top assembly, per the manufactures' original design specifications. When the safety climb and path are to be obstructed, climber fall protection anchorage attachment points shall be made available over the length of the obstruction.

Antennas: Twelve (12) Total

Quantity: Three (3) Three (3) Three (3) Panel Panel Type: Panel Manufacturer: Ericsson Cci Cci Air6419 B77G TPA65R-BU8D TPA65R-BU8D Model:

Dimensions: 28.3" x 16.1" x 7.9" 96" x 21" x 7.8" 96" x 21" x 7.8" 77 lbs. 82.5 lbs. Weight: 82.5 lbs. Mounting Base: 178.82 174' 174' Mounting Center: 178' 178' 180' Mounting Tip: 181.18' 182' 182'

Mounting Orientation: 90°, 150° & 240° 90°, 150° & 240° 90°, 150° & 240°

Mounting Downtilt:

Quantity: Three (3) Type: Panel Manufacturer: Ericsson Model: Air6419 B77D Dimensions: 28.2" x 16.1" x 7.2"

Weight: 63 lbs. Mounting Base: 174.83' Mounting Center: 176' Mounting Tip: 177.18' Mounting Orientation: 90°, 150° & 240°

Mounting Downtilt:

Cable:

Number of Lines: Eighteen (18) Cable Type: Coax Cable Size: 1-5/8"

Antenna Mounts: Five (5) Total

Quantity: One (1) Four (4)

Type: universal ring mount

Manufacturer: Valmont Site Pro site pro 1 - Part No.: LWRM ANG214 Model: Dimensions: 7" x 5" x 5"

269 lbs. Weight:

Mounting Center: 176' 176'

Dishes: N/A Tower Mounted Amplifiers (TMAs): N/A



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Remote Radio Units (RRUs): Twelve (12) Total

Mounting Center: 176' Quantity: Three (3) Three (3) Three (3) Manufacturer: Ericsson Ericsson Ericsson Model: 4490 B5/B12A 4415 B30 4890 B25/B66 16.5" x 13.4" x 4.8" 20.6"x15.7"x7" 20.6"x15.6"x7" Dimensions: Weight: 65 lbs. 47 lbs. 67.2lbs. Mounting Center: 178' 178' 178'

Quantity: Three (3)
Manufacturer: Ericsson
Model: 4478 B14

Dimensions: 18.1" x 13.4" x 8.26"

Weight: 59.4 lbs.

RRU Modules: N/A

DC Surge Suppression Systems:

Quantity: Three (3)
Manufacturer: Raycap

Model: DC6-48-60-18-8F ("Squid")

 Dimensions:
 24" x 11" x 11"

 Weight:
 31.8 lbs.

 Mounting Center:
 178'

Cable: Thirteen (13) Total

Number of Lines: Three (3) One (1) Three (3)
Cable Type: Conduit RET Line Fiber

Cable Size: 2" 3/8" - Inside Conduit 3/8" - Inside Conduit

Number of Lines: Six (6)
Cable Type: DC Power

Cable Size: 5/8" - Inside Conduit

Filters:

Quantity: Three (3)

Manufacturer: Commscope

Model: WCS-IMFQ-AMT

Dimensions: 11.2" x 10.6" x 6.9"

Weight: 29.5 lbs. Mounting Center: 178'

Tower Loads:

Total Wind Load Surface Area: 19298 square inches

Total Diameter of Cables: 11.25 inches

Ground Space Requirements: N/A - separate ground lease with Landlord

ERP: N/A
Transmitter Operating Power: N/A
Generator: N/A

Frequencies: Transmit: 717-722, 734-746, 735-745, 758-768, 869-880, 890-891.5, 1930-1990,

1945-1950, 1982.5-1990, 2110-2180, 2350-2360 MHz

Receive: 704-716, 705-715, 788-798, 824-835, 845-846.5, 1710-1780, 1850-1910,

1865-1870, 1902.5-1910, 2305-2315 MHz

3.84-3.98 GHz / 3.47-3.53 GHz



Licensee Site ID: Licensee Site Name: Licensee Fixed Asset #: Site ID: CO46049-A-01

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Licensee PTN #: 3755A1AJ56

