

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Tower Management, LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and U.S. Electric & Communications, LLC, a Colorado limited liability company, with a place of business at 4250 Hancock Expressway, Colorado Springs, CO 80911 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: BLACK FOREST CO

Site Number: 88791

Address and/or location of Tower Facility: 14775 Black Forest Road (south of CR 50 - Hogden Road) Colorado Springs, CO 80908-6127

Tower Facility Coordinates: Lat. 39° 2' 46.45" N 39.04623611 Long. -104.69439 104° 41' 39.81" W- 104.69439167

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): [REDACTED]
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Richard Headrick.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly License Fee: [REDACTED] increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: [REDACTED]

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: [REDACTED] increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of five (5) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) May 1, 2020.

Renewal Terms: [REDACTED]

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- ☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$_____ per month ("Utility Fee") subject to adjustment pursuant to Subsection 5(b), OR
☒ Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf of Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "**PCN Default**") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("**PCN Retention Fee**"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building,

with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. Licensor and Licensee agree and acknowledge that Licensee shall be responsible for painting the transmission lines to match the colors of the tower.

E. Notwithstanding anything to the contrary contained herein, Licensee shall pay to Licensor a one-time non-refundable fee in the amount of [REDACTED] (the "Collocation Fee") payable concurrent with the submission of the Application [REDACTED] of which is attributable to Site Inspection Fee and SSIF Fees, and [REDACTED] of which is attributable to Structural Analysis Fee (as defined herein). Notwithstanding the foregoing, any equipment design modification initiated by Licensee that occurs prior to the initial installation of Licensee's Approved Equipment or any subsequent modification thereto, shall result in an additional structural analysis fee of [REDACTED], per each design change.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

American Tower Management, LLC, a

Delaware limited liability company

By: 

Print Name: Daniel Broe
Senior Counsel

Its: _____

Date: 2/27/2020

LICENSEE

U.S. Electric & Communications, LLC, a

Colorado limited liability company

By 

Print Name: Robert T. Headrick

Its: President

Date: 2/12/2020