

Licensor Site Name / Number: VERNON RISLEY CT / 281539

Licensee Site Name / Number: Vernon Lake Street / S2020

FA#10577811

SCHEDULE
TOWER SPACE LICENSE FOR NEW SITES
(Build to Suit)
First Schedule

This Schedule is executed and delivered pursuant to that certain Master Tower Space License Agreement between Licensor and Licensee dated October 31, 2005 (as amended, the "Agreement") and that certain Build to Suit Services Agreement dated March 22, 2013 (as amended, the "2013 BTS Agreement"). All terms and conditions of the Agreement are incorporated herein by reference and made a part hereof for all purposes. In the event of a conflict or inconsistency between the terms of the Agreement or the 2013 BTS Agreement and this Schedule, the terms of the 2013 BTS Agreement and this Schedule shall govern and control.

Upon the execution by Licensee and Licensor, Licensee hereby licenses the Licensed Premises described below and/or the installation and operation of its Equipment described herein in accordance with the terms and conditions of the 2013 BTS Agreement and those set forth below:

License Contract Number:

Licensee Information:

Licensee's Name: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Notice Address: New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Re: Cell Site #: S2020
Cell Site Name: Vernon Lake Street
Fixed Asset No: 10577811
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, GA 30324

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: S2020
Cell Site Name: Vernon Lake Street
Fixed Asset No: 10577811
208 S. Akard Street
Dallas, TX 75202-4206

Contact Name: NOC
Contact Number: (877) 231-5447
Fax Number: N/A

Invoice Address: New Cingular Wireless PCS, LLC
Attn: Accounts Payable
Re: Cell Site #: S2020
Cell Site Name: Vernon Lake Street
Fixed Asset No: 10577811
Suite 13-F West Tower
575 Morosgo Drive

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Atlanta, GA 30324

Licensor Information:

Notice Address: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Contact Name: Contracts Manager
Contact Number: (781) 926-4500
Fax Number: (781) 926-4555

Remittance Address: American Tower
Lockbox 7501
P.O. Box 7247
Philadelphia, PA 19170-7501

Tower Information:

Licensor Site Name: VERNON RISLEY CT
Licensor Site Number: 281539
Coordinates: 41-48-11.3 N; 72-28-22.3 W
Licensee Site Name: Vernon Lake Street
Licensee Site Number: S2020

License Fees and Term:

License Commencement Date: the earlier of (i) the commencement of construction or installation of Licensee's Equipment or (ii) 30 days from the date that Licensor notifies Licensee that the Tower Facility is ready for the installation of Licensee's Equipment ("***License Commencement Date***").

License Fee: [REDACTED] payable monthly in advance, as determined under Section 3(a) of the 2013 BTS Agreement.

Escalation: The License Fee shall escalate in accordance with Section 3(a)(iii) of the 2013 BTS Agreement.

Term: The initial license term will be ten (10) years ("***Primary Term***"), commencing on the License Commencement Date.

This Schedule will automatically renew for ten (10) additional five (5) year term(s) (each five (5) year term shall be defined as a "***Renewal Period***"), upon the same terms and conditions unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Schedule at least sixty (60) days prior to the expiration of the then current Term.

If, at least sixty (60) days prior to the end of the final Renewal Period, Licensee has not given Licensor written notice of its desire that the term of this Schedule end at the expiration of the final Renewal Period, then upon the final Renewal Period for this Schedule shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("***Annual Term***") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly license fees during such Annual Terms shall be equal to the license fees paid for

the last month of the final Renewal Period. If Licensee remains in possession of the Licensed Space after the termination of this Schedule, then Licensee will be deemed to be occupying the Licensed on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Schedule, including, but not limited to, the annual escalation of the License Fee.

The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**")

Licensee Equipment Information:

Licensee's Equipment, Frequencies and Channels and the identification of the Licensed Space at the Tower Facility are described in Exhibit A, which is incorporated herein by reference and made a part hereof. The precise frequency information shall be provided for informational purposes only.

Site Drawings shall be attached hereto as Exhibit B.

As-Built Drawings shall be attached hereto as Exhibit C.

Other Provisions:

- All Licenses for Tower Facilities located in the state of Florida shall include the following provision in this section: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- All Licenses for Tower Facilities located in the state of Texas shall include the following provision in this section (must be caps, bold, at least 10 point type):

WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. LICENSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF ITS TRANSACTION WITH LICENSOR, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH LICENSOR. LICENSEE HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 741 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DPTA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF CUSTOMER'S OWN SELECTION, CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER.

- All Licenses for Tower Facilities located in the state of North Carolina shall include the following provision:
"Prior to the commencement of any Work to be performed in the State of North Carolina by any contractor or subcontractor retained by Licensee (directly or indirectly), Licensee is solely responsible and liable to Licensor for the delivery to Licensor of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have each complied with G.S. 97-93 of the North Carolina General Statutes.
- Additional provisions may be inserted here on a site-specific basis.
 - (a) Notwithstanding any provisions to the contrary contained in the Agreement:

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- Licensor and Licensee agree and acknowledge that the following fees shall not apply to the initial installation of Licensee's Equipment under this Site Schedule: (i) Application Fee set forth in Section 3.2 of the Agreement; (ii) No fees or additional costs or expenses are to be applied by either party to the other party with respect to the initial installation up to AT&T's Maximum Equipment under the Schedule, including, but not limited to the review of plans, structural analyses, consents, capital costs, and the provision of documents or other communications between the parties.
- Contemporaneously with the execution of this Schedule the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit E**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Agreed to and Accepted by:

LICENSEE:

New Cingular Wireless PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Kevin L. Mason
Name: Kevin L. Mason
Title: Area Manager
Date: 2-11-2014

Agreed to and Accepted by:

LICENSOR:

American Towers LLC, a Delaware limited liability
company

By: Margaret Robinson
Name: Margaret Robinson
Title: Senior Counsel
Date: 2/25/14

This Schedule does not constitute Licensed Space until completed and executed by both parties.

EXHIBITS ATTACHED HERETO:

- Exhibit A – Description of Equipment**
- Exhibit B – Site Drawings**
- Exhibit C – As Built Drawings**
- Exhibit D – 2013 BTS Agreement Provisions**
- Exhibit E-Memorandum of Lease**
- Exhibit F – Plan of Record**
- Exhibit G – Option Lease**

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EXHIBIT A
DESCRIPTION AND LOCATION OF EQUIPMENT

See attached.

Exhibit A

Customer Name: AT&T MOBILITY		ATC Asset Name: VERNON RISLEY CT		ATC Asset #: 281539		
		Customer Site Name: Vernon Lake Street		Customer Site #: S2020/FA#10577811		
GROUND SITE REQUIREMENTS						
Total Lease Area	Sq. Ft: 240.00'	Primary Contiguous Lease Area	L:20.00'	W:12.00'	H:12.00'	Sq. Ft: 240.00
	Customer Building		20.00'	12.00'	12.00'	240.00
	Outside Primary Lease Area		N/A	N/A	N/A	Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator:	N/A	Capacity(KW):	N/A	Fuel Tank Size(gal):	N/A	Fuel Type:
						Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct		Electric Svc. (amps/volts): N/A				
Telco/Interconnect: Fiber Optics						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX	Quantity: 1	TX Power(watts): 500		ERP(watts): 100		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	PANEL	BOB/SSB	RET/RCU/RRU/RRH	Radio/ODU	N/A	N/A
Manufacturer	CCI	Raycap	Ericsson	Ericsson	N/A	N/A
Model #	HPA-65R-BUU-H8	DC6-48-60-18-8F	RRUS	RRUS A2 Module	N/A	N/A
Dimensions HxWxD	92.4" x 14.8" x 7.4"	23.5" x 9.7" x 9.7"	25" x 15" x 6.7"	12.8" x 15" x 3.4"	N/A	N/A
Weight(lbs.)	68.0	20.0	44.1	21.2	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	100.0'	100.0'	100.0'	100.0'	N/A	N/A
Antenna Tip Height	103.8'	101.0'	101.0'	100.5'	N/A	N/A
Antenna Base Height	96.2'	99.0'	99.0'	99.5'	N/A	N/A
Mount Type	Low Profile Platform	Low Profile Platform	Low Profile Platform	Low Profile Platform	N/A	N/A
Quantity	12	4	21	6	N/A	N/A
Azimuths/Dir. of Radiation	30/150/270	0	30/150/270	30/150/270	N/A	N/A
Quant. Per Azimuth/Sector	4/4/4	4	7/7/7	2/2/2	N/A	N/A
TX/RX Frequency Units	MHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	698-806, 824-894, 1710-1755, 1850-1990, 2110-2170, 2305-2360	N/A	N/A	N/A	N/A	N/A
RX Frequency	698-806, 824-894, 1710-1755, 1850-1990, 2110-2170, 2305-2360	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	13.2/14.1/15.0/14.2/15.3/15.6	N/A	N/A	1	N/A	N/A
Total # of Lines	0	11	3	0	N/A	N/A
Line Quant. Per Azimuth/Sector	N/A	See Config. Summary	1/1/1	N/A	N/A	N/A
Line Type	N/A	Multiple	Coax	N/A	N/A	N/A
Line Diameter Size	N/A	See Config. Summary	3/8" Coax	N/A	N/A	N/A
Line Configuration	N/A	3 - Fiber/Hybrid; 0.87" (22.0mm) Fiber; 3 8 - Control Cable; 0.76" (19.2mm) 8 AWG 6; 8	N/A	N/A	N/A	N/A

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**EXHIBIT B
SITE DRAWING**

To Be Provided By Licensee

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**EXHIBIT C
AS-BUILT DRAWINGS**

To Be Provided By Licensee

EXHIBIT D
2013 BTS AGREEMENT PROVISIONS

Notwithstanding anything contained in the Agreement the following terms and conditions shall govern and control with respect to this Schedule.

I. Additional Definitions.

- a. **Licensee's Maximum Equipment** – Notwithstanding anything contained in the Agreement, with respect to this Schedule, Licensee's Maximum Equipment shall mean the following:
 - i. **Tower Space.** As much equipment as can be installed at a single RAD center on the Tower, as determined by Licensee in its reasonable discretion based on reasonably prudent engineering standards, provided that the vertical length of such equipment, measured from the bottom tip thereof to the top tip thereof, does not exceed 97".
 - ii. **Ground Space.** Ground space for one or more shelter(s) or cabinet(s), to be constructed by Licensee, not to exceed 360 contiguous square feet, provided that such 360 contiguous square feet can be accommodated within the existing configuration of the compound.
- b. **Reserved Capacity** - means the total amount of structural and wind-loading capacity of the Tower, under generally accepted engineering standards applied to communication towers that would be utilized by the installation within the Licensed Space of Licensee's initial installation of Maximum Equipment shown on Exhibit A with a low profile mounting platform applicable to such antennas.
- c. **Run Path** - means the path from the Licensee's ground space, as shown on Exhibits A and B to this Schedule, to and up the Tower to the Tower Space and available for use by Licensee for Licensee's cables linking and connecting such ground space and Tower Space.
- d. **Tower Space** - means that portion of the Licensed Space on and around the Tower as shown on Exhibits A and B to this Schedule.
- e. **Plan of Record** – as shown on Exhibit F
- f. **Option Lease (redacted)** – as shown on Exhibit G

II. Changes to Equipment, Frequencies and Ground Space. Notwithstanding Section 6.3 of the Agreement:

- a. Licensee may from time to time during the Term add to, replace, substitute or modify its frequencies, the antennas mounted within the Tower Space and coaxial cable installed within the Run Path pursuant to the terms of Section 8 of the Agreement, including without limitation the prerequisite that a NTP be issued prior to Licensee's commencement of such addition or alteration, and that this Schedule be duly amended to reflect addition or alteration, prior to the performance of same. Licensee may implement the same without the obligation for any increase in the License Fee under this Schedule.
- b. Nothing contained in this Exhibit D will be deemed to permit Licensee install equipment that would cause the Tower's failure, on an aggregate basis, to comply with relevant engineering structural standards generally applied to communications towers, in Licensor's reasonable discretion, or that would require Licensor to incur any liability to accommodate Licensee's installation of such equipment in excess of that shown on Exhibit A.

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- c. The increase in the License Fee in connection with any increase in the size of the ground space utilized by Licensee beyond that which is shown on Exhibit B to this Schedule shall be as agreed upon by Licensor and Licensee.
- d. Licensor hereby acknowledges and agrees that Licensee may engage an affiliate telephone company ("Telecom Affiliate") to provide telecommunications services to Licensee including but not limited to POTS, Fiber, Ethernet or other defined backhaul services. Licensee's utility connection point for such services shall be established on a common H-frame within Licensor's controlled area, in a location not to exceed 48" x 48", to be mutually agreed up by Licensee, Licensor, and the Telecom Affiliate, and to be installed within 180 days of the date Licensor notifies Licensee that the Site is tenant ready. Neither Licensee nor Telecom Affiliate will be subject to any fees or charges by Licensor related for use of Licensor controlled ground space used for the purpose of installing such H-frame. If other users under contract with Licensor to use Licensor's area ("Tenants") order Telecom Affiliate services, such Tenants shall be permitted to use the H-frame at Licensee's sole discretion upon notice to Licensor and without additional charge to Licensee or Telecom Affiliate. Pursuant to this provision, Licensor acknowledges that Licensee and Telecom Affiliate may install equipment designed for a multi-tenant environment and Licensor agrees not to restrict Telecom Affiliate in its ability to provide ordered services to additional Tenants at the same connection point. Notwithstanding the foregoing, nothing herein shall prohibit Licensor from charging such additional Tenants for any equipment or ground space (provided such space is not otherwise licensed to Licensee or Tenant) required for Tenant to connect to the Telecom Affiliate's services. The term "affiliate" as used herein means an entity that is controlled by or is under common control with a party.

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EXHIBIT E
MEMORANDUM OF LEASE

To Be Provided by Licensee

EXHIBIT F
PLAN OF RECORD
(If available)

Licensor Site Name / Number: VERNON RISLEY CT / 281539
Licensee Site Name / Number: Vernon Lake Street / S2020
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EXHIBIT G

OPTION LEASE (redacted).