



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 06/20/2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** T-Mobile West, LLC, a Delaware Limited Liability Company

**Project Title/Description:**

Amendment No. 1 to Master Agreement for Wireless Communications Facilities and Site-Specific Supplemental Agreements for Specified Locations; Lic-0146; Supervisor District 1

**Purpose:**

The Master Agreement between Pima County and T-Mobile West, LLC (T-Mobile) establishing conditions and terms under which T-Mobile may continue to install, operate, and maintain wireless communications facilities within unincorporated County right-of-way was executed by this Board on 11/03/2015, [CTN-IT-17-0100]. Site-Specific Agreements (SSA's) stipulate conditions for each site authorized for use under the Master Agreement. This Board approved seven (7) SSA's with T-Mobile under the auspices of and contemporaneously with its approval of the referenced Master Agreement. T-Mobile has contracted with Phoenix Tower, Inc. ("PTI") to manage the site covered by SSA #7 and located at 4010 N. Craycroft. With this Amendment No. 1, Pima County recognizes and acknowledges PTI as the managing agent for T-Mobile under SSA #7 at the 4010 N. Craycroft Road Site only.

**Procurement Method:**

D 29.4.XI.H. "Other Non-Procurement Contracts"

**Program Goals/Predicted Outcomes:**

Pima County to allow PTI to pay fees and conduct all business associated with T-Mobile's cellular facilities located at 4010 N. Craycroft Road, covered by SSA #7 to the Master Agreement.

**Public Benefit:**

To provide cell service to T-Mobile customers in unincorporated Pima County.

**Metrics Available to Measure Performance:**

PTI to make timely payments to Pima County as stipulated by the Master Agreement and SSA #7; to ensure compliance with all obligations under the existing Agreement.

**Retroactive:**

No.

*To: COB- 6.12.17 (2)  
pgs. - 20  
Addendum*

Procure Dept 06/21/17 AM 10:28

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**Original Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: CTN Department Code: IT Contract Number (i.e.,15-123): 17-0100

Amendment No.: 1 AMS Version No.: 2

Effective Date: 06/20/2017 New Termination Date: 11/02/2020

Expense  Revenue  Increase  Decrease Amount This Amendment: \$-0-

Funding Source(s): Phoenix Tower, Inc.


Cost to Pima County General Fund: -0-

Contact: Michael D. Stofko

Department: Real Property

Telephone: 724-6667

Department Director Signature/Date: \_\_\_\_\_

 6/6/17

Deputy County Administrator Signature/Date: \_\_\_\_\_

 6/8/17

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 6/9/17

**PIMA COUNTY DEPARTMENT OF:  
INFORMATION TECHNOLOGY**

**PROJECT:** Master Agreement For Wireless  
Communications Facilities and Site-  
Specific Supplemental Agreements for  
Specified Locations

**LICENSEE:** T-Mobile West, LLC, a Delaware Limited  
Liability Company

**CONTRACT NO.:** CTN-IT-17-100

**CONTRACT AMENDMENT NO.:** One (#01)

|   |
|---|
| <b>CONTRACT</b>   |
| NO. <u>CTN-IT-17-100</u>  |
| AMENDMENT NO. <u>01</u>   |
| This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |

**ORIG. CONTRACT TERM:** 11/03/2015 - 11/02/2020  
**TERMINATION PRIOR AMENDMENT:** N/A  
**TERMINATION THIS AMENDMENT:** 11/02/2020

**ORIG. CONTRACT AMOUNT:** \$522,172.14  
**PRIOR AMENDMENTS:** \$N/A  
**AMOUNT THIS AMENDMENT:** \$N/A  
**REVISED CONTRACT AMOUNT:** \$522,172.14

**CONTRACT AMENDMENT**

WHEREAS, COUNTY and LICENSEE entered into that certain Master Agreement for Wireless Telecommunications Facilities and Site-Specific Supplemental Agreements for Specified Locations dated November 22, 2016, with a retroactive Effective Date of November 3, 2015; and

WHEREAS, seven Site-Specific Agreements ("SSA's") were approved under the subject Contract Number, including SSA #7 for Licensee's communications facilities located at 4010 N. Craycroft Road, also known as PH35306A (the "Subject Site"); and

WHEREAS, the Parties acknowledge that pursuant to that certain Management Agreement dated November 10, 2015, between Licensee and PTI US Acquisitions, LLC, and its affiliates ("PTI"), PTI assumed management responsibility for the Subject Site.

NOW, THEREFORE, it is agreed as follows:

1. The Effective Date of this First Amendment shall be upon execution by the Chair of the Pima County Board of Supervisors.
2. The T-Mobile Site located at 4010 N. Craycroft Road and known as PH35306A will be managed by PTI pursuant to the Management Agreement attached to this Amendment as Exhibit A and to the PTI letter to Pima County dated January 23,

2017, attached to this Amendment as Exhibit B, both of which are incorporated herein by this reference.

3. All other provisions of the Master Agreement and of Site-Specific Agreement # 7 not specifically changed by this Amendment shall remain in effect and shall be binding upon the parties.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have affixed their signatures to this First Amendment on the dates written below.

LICENSOR:

PIMA COUNTY

\_\_\_\_\_  
Sharon Bronson, Chair  
Board of Supervisors

Date: \_\_\_\_\_

LICENSEE:

T-Mobile West, LLC,  
A Delaware Limited Liability Company

By: PTI US Towers II, LLC, a Delaware limited liability company, its attorney-in-fact

By:   
Dagan Trainor Kasavana  
Chief Executive Officer

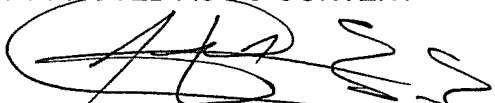
Date: 5/25/2017

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

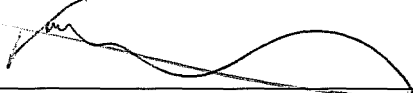
Date: \_\_\_\_\_

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Jesse Rodriguez, Chief Information Officer

Date: 5/24/17

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

Date: 5/24/17

**MANAGEMENT AGREEMENT**

This **MANAGEMENT AGREEMENT** (as the same may be amended, modified, and supplemented from time to time, this "**Agreement**"), dated as of November 10, 2015 (the "**Effective Date**"), is by and among the Persons identified on the signature pages to this Agreement as T-Mobile Contributors (collectively, "**T-Mobile Contributors**" and each, a "**T-Mobile Contributor**"), T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile Parent**"), PTI US Towers I, LLC and PTI US Towers II, LLC, each a Delaware limited liability company (collectively, "**Sale Site Subsidiaries**" and each, a "**Sale Site Subsidiary**" or "**Tower Operator**") and PTI Holding Company, LLC, a Delaware limited liability company ("**Tower Operator Parent**"). Capitalized terms used and not defined herein have the meanings set forth in the Purchase and Sale Agreement (as defined below). The rules of construction set forth in Section 1.2 of the Purchase and Sale Agreement shall apply to this Agreement, mutatis mutandis. T-Mobile Contributors, T-Mobile Parent, Tower Operator Parent and Sale Site Subsidiaries are sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

A. PTI US Acquisitions, LLC a Delaware limited liability company, T-Mobile Parent, the T-Mobile Contributors and Sale Site Subsidiaries are parties to that certain Purchase and Sale Agreement, dated as of July 30, 2015 (as amended by the First Amendment, dated as of September 16, 2015, the Second Amendment, dated as of October 28, 2015, and as further amended, modified and supplemented from time to time, the "**Purchase and Sale Agreement**").

B. As a condition to, and simultaneously with the Initial Closing under the Purchase and Sale Agreement, the Parties are entering into this Agreement, pursuant to which, with respect to each Non-Assignable Site (sometimes also referred to herein and in the Purchase Agreement as a "**Managed Site**"), each applicable T-Mobile 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 Purchase and Sale Agreement, and the applicable Sale Site Subsidiary shall manage and operate 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 hereto.

**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 T-Mobile Contributor hereby appoints the applicable Sale Site Subsidiary (hereinafter referred to as the "**Manager**"), and Manager hereby agrees to act and shall act, as the exclusive operator of each Managed

Site (including the Included Property thereof) during the Sale Site Term (as defined below). 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 performing its duties as operator of the Managed Sites, Manager shall manage, administer and operate each of the Managed Sites, subject to the provisions of this Agreement, in a manner consistent with the standards Tower Operator uses to manage, administer and operate the Sites under the terms of the MLA. 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 T-Mobile Contributor with respect to the management, administration and operation of the Managed Sites (including the Included Property thereof) as if Manager were the true owner thereof, including the right to review, negotiate and execute, pursuant to the power of attorney set forth in Section 5 of this Agreement, 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 in this Agreement, no T-Mobile Contributor shall exercise any rights or take any actions with respect to the operation, maintenance, leasing or licensing of any Managed Site, all such rights being exclusively reserved to Manager hereunder.

## Section 2. Collocation Agreements for Managed Sites.

(a) Subject to the terms and conditions of this Agreement, in respect of each Managed Site, each T-Mobile Contributor hereby delegates all of its respective rights, duties, obligations and responsibilities under the Collocation Agreements to Manager for Sale Site Term, and shall execute all documentation reasonably requested by Manager to confirm same to a counterparty under a Collocation Agreement within 10 Business Days of receipt of a request therefor from Manager; provided, however, that if unduly burdensome, such T-Mobile Contributor, as applicable, 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 or trust. Manager may amend, modify, enforce or waive any terms of any Collocation Agreements, to the extent they apply to the Managed Sites, or enter into new site supplements or site subleases applicable to the Managed Sites. Each T-Mobile Contributor hereby delegates to Manager the sole and exclusive right to perform the obligations of and assert and exercise the rights of such T-Mobile Contributor, as applicable, under all Collocation Agreements with respect to the applicable Managed Sites.

(b) Manager does hereby agree to pay and perform all of the duties, obligations, liabilities and responsibilities of T-Mobile Contributors under the Collocation Agreements affecting each Managed Site arising during the Sale Site Term, except as otherwise expressly provided in this Agreement, and Manager shall receive all revenue, rents, issues or profits payable under the Collocation Agreements in accordance with Section 3(b) of this Agreement.

(c) Manager shall be permitted to negotiate and enter into any new collocation agreements in its sole discretion, without the consent of any T-Mobile Contributor.

Section 3. Rights and Duties of Parties.

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

(i) Each T-Mobile Contributor's agreements, rights and obligations with respect to each Managed Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Purchase and Sale Agreement and (to the extent in full force and effect with respect to such Site) the MLA at the Initial Closing;

(ii) Manager's agreements, rights and obligations with respect to the management of each Managed Site shall be the same, *mutatis mutandis*, as if such Site was an Assignable Site under the Purchase and Sale Agreement and (to the extent in full force and effect with respect to such Site) the MLA at the Initial Closing (including, for the avoidance of doubt, the right to manage, administer and operate the Managed Sites as if Manager were the true owner thereof); and

(iii) Each T-Mobile 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 Managed Sites during the Sale Site Term, except for rights granted to parties pursuant to the Collocation Agreements.

(iv) For the avoidance of doubt, if either T-Mobile Parent or Tower Operator Parent defaults in its obligations under Section 20 or Section 21, respectively, the Party for whom such guaranty provisions benefit, or are intended to benefit, shall have the same remedies, *mutatis mutandis*, as if such Managed Site was an Assignable Site under the Purchase and Sale Agreement and (to the extent in full force and effect with respect to such Site) the MLA at the Initial Closing, including, without limitation, the right to terminate this Management Agreement upon a default by Tower Operator of its obligations under Section 21.

(b) Site Related Revenue. During the Sale Site Term, as applicable, Manager shall receive and shall be entitled to all of the revenue generated by each Managed Site and the Included Property of such Managed Site, including all revenue, rents, issues or profits 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 T-Mobile Contributor nor any of their respective Affiliates shall be entitled to any of such revenue. Except as may be expressly provided otherwise in the Transitions Services Agreement, if any such revenue is paid to any T-Mobile Contributor or their Affiliates, T-Mobile Contributor or their Affiliate receiving such revenue shall remit such revenue to Manager promptly after receiving such revenue. Each T-Mobile Contributor 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 Manager.

(c) Site Related Expenses. During the Sale Site Term, as applicable, except as otherwise expressly provided in this Agreement, Manager shall be responsible



for the payment of, and shall pay, all expenses due and accruing after the Effective Date and related to or associated with the Managed Sites, whether ordinary or extraordinary, and whether foreseen or unforeseen provided that Manager shall not be responsible for any expense or liability incurred by Manager to the extent such expense or liability (i) was caused by a T-Mobile Contributor, or any of their respective representatives, agents, affiliates, successors or assigns and (ii) Tower Operator would not have been responsible for such expense or liability if the applicable Managed Site had been converted to an Assignable Site and governed by the MLA at the Initial Closing.

(d) Managed Site Documents. During the Sale Site Term, as defined below, Manager shall provide T-Mobile Contributor with access to an electronic copy of each of the following documents entered into in with respect to each Managed Site: (i) any amendment to a Ground Lease or any new Ground Lease; (ii) any estoppel certificate or SNDA requested by the Ground Lessor or land owner; (iii) any Ground Lease assignment; (iv) any blanket consent issued by a Ground Lessor; and (v) any right of way or access easement (or amendment thereto) granting access to a Sale Site.

(e) Responsibility for All Liabilities. T-Mobile Contributors hereby assign and delegate to Manager, and Manager hereby accepts and assumes, all Post-Closing Liabilities with respect to the Managed Sites. Notwithstanding anything herein, Manager does not accept or assume, and shall be deemed not to have accepted or assumed, any Excluded Liabilities, including any Pre-Closing Liabilities. This Section 3(e) shall survive the termination or expiration of the Sale Site Term.

(f) Commercial Lease Sites. Notwithstanding anything to the contrary in this Agreement, if any Managed Site is a Commercial Lease Site (as defined in the Purchase and Sale Agreement), then (a) this Agreement and Manager's rights and obligations hereunder with respect to such Site shall be limited to that portion of the Commercial Lease Site that relates to the Tower and Tower Related Assets that will be, or is intended to be, the subject of the New Commercial Lease (as defined in the Purchase and Sale Agreement) and (b) Tower Operator shall not be obligated to pay any ground rent with respect to such Commercial Lease Site until the Commercial Lease Site is bifurcated as provided for in the Purchase and Sale Agreement.

Section 4. Term of Agreement. As to each Managed Site, the term of this Agreement (the "**Sale Site Term**") shall commence on the Effective Date and shall expire on the earlier of (a) the date on which the applicable Ground Lease expires or terminates or T-Mobile Contributor's leasehold estate thereunder is otherwise terminated, (b) the applicable Documentary Subsequent Closing Date on which such Managed Site is converted to an Assignable Site pursuant to Section 2.6(c) of the Purchase and Sale Agreement, or (c) the date on which the MLA would terminate with respect to such Site if such Managed Site was an Assignable Site under the Purchase and Sale Agreement and (to the extent in full force and effect with respect to such Site) the MLA at the Initial Closing. Upon the expiration of the Sale Site Term with respect to any Managed Site, such Managed Site shall no longer be subject to the terms and conditions of this Agreement and shall be deemed to be deleted from Exhibit A hereto.

Section 5. Power of Attorney. Until such time as the last Sale Site Term expires, each T-Mobile Contributor hereby grants to the applicable Manager a limited power of attorney and, subject to the limitations on such appointment in this Section 5, appoints such Manager as its agent and attorney with authority to review, negotiate and

execute on behalf of such T-Mobile Contributor all documents and instruments relating to the Managed Sites that are not Commercial Lease Sites (other than any Unauthorized Document, as defined below) contemplated and permitted by this Agreement, the PSA and the MLA or necessary to give effect to the intent of this Agreement, the PSA and the MLA, including without limitation the execution of 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, but only to the extent necessary for such Manager to exercise the rights granted to it, and to perform the obligations assumed by it under this Agreement. The foregoing power of attorney and appointment are subject only to the following requirements and limitations: (i) all documents and instruments executed by a Manager, and actions taken by a Manager, on behalf of a T-Mobile Contributor must be commercially reasonable, comply with applicable Laws and be of a nature and on terms to which Tower Operator would agree in the normal course of business if the applicable Managed Site were an Assignable Site; (ii) upon request by a T-Mobile Contributor, the applicable Manager will provide such T-Mobile Contributor with such documentation and other information relating to such Manager's actions and activities pertaining to the Managed Sites as such T-Mobile Contributor may reasonably request; and (iii) the foregoing power of attorney and appointment granted may be suspended by written notice from a T-Mobile Contributor to the applicable Manager at any time, and for so long as such Manager is in violation of the foregoing requirements and limitations, if such Manager violates or fails to comply with the foregoing requirements and limitations. Notwithstanding anything in this Agreement to the contrary, no Manager has the authority under the foregoing power of attorney, or otherwise, to take any action that would constitute a breach or default under any Ground Lease or Collocation Agreement or to execute any Unauthorized Document. For purposes of this Agreement, an "**Unauthorized Document**" means any document or instrument that (i) provides for the acquisition of a fee simple interest in real property or the purchase of assets by Manager in the name of any T-Mobile Group Member; (ii) provides for the incurrence of indebtedness for borrowed money in the name of any T-Mobile Group Member; (iii) is between or among Manager or any of its Affiliates, on the one hand, and any T-Mobile Group Member, on the other hand; (iv) waives, terminates, amends or exercises (or purports to waive, terminate, amend or exercise) any rights expressly granted to and reserved for the benefit of any T-Mobile Group Member under this Agreement or the Collateral Agreements; or (v) settles or compromises any Dispute and the settlement or compromise thereof involves an admission of any violation of Law or admission of wrongdoing by any T-Mobile Group Member.

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 (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Entire Agreement. This Agreement (including any exhibits), the Purchase and Sale Agreement and the Collateral Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and

supersede all prior agreements, both written and oral, between the parties with respect to the subject matter hereof and thereof. 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 and other communications required or permitted to be given or delivered under this Agreement shall be given in accordance with the notice provisions of the Purchase and Sale Agreement.

Section 11. Amendment; Waivers; Etc. This Agreement may be amended, modified or supplemented only by, and any waiver of a right or obligation shall be evidenced by, a written agreement signed by each of the Parties. 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 rights and remedies provided herein are cumulative and none is exclusive of any other.

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 14, 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. In connection with any suit, action or proceeding (an "**Action**") arising out of or relating to this Agreement, each of the parties:

- (a) Submits to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York, the court of the United States of America for the Southern District of New York and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all Actions hereunder shall be heard and determined in such New York State court or, to the extent permitted by Law, in such federal court;

(b) Consents that any such Actions may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) Agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process.

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. Each Party shall have the right to assign, sell, convey, transfer, lease, sublease or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement to the same extent that such Party would have such right if the Managed Sites hereunder were Assignable Sites under the Purchase and Sale Agreement and (to the extent in full force and effect with respect to such Site) the MLA at the Initial Closing.

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 Purchase and Sale Agreement or the MLA.

Section 18. Collateral Agreement. The Parties acknowledge and agree that this Agreement constitutes a Collateral Agreement for purposes of the Purchase and Sale Agreement.

Section 19. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 20. T-Mobile Parent Guaranty.

(a) T-Mobile Parent unconditionally guarantees to the Manager the full and timely performance of all obligations owed hereunder by the T-Mobile Contributors. T-Mobile Parent agrees that if any of the T-Mobile Contributors breaches or defaults hereunder during the Sale Site Term, T-Mobile Parent shall faithfully perform and fulfill all obligations breached or defaulted upon hereunder by such T-Mobile Contributors and shall pay the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and

disbursements incurred by such beneficiary on account of such breach or default and on account of the enforcement of this Guaranty.

(b) The foregoing guaranty obligation of T-Mobile Parent shall be enforceable by any Sale Site Subsidiary in an action against T-Mobile Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against the T-Mobile Contributor, without the necessity of any notice to T-Mobile Parent of the default or breach by the T-Mobile Contributor under this Agreement, and without the necessity of any other notice or demand to T-Mobile Parent to which T-Mobile Parent might otherwise be entitled, all of which notices T-Mobile Parent hereby expressly waives. T-Mobile Parent hereby agrees that the validity of this guaranty and the obligations of T-Mobile Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by any Sale Site Subsidiary against the T-Mobile Contributor any of the rights or remedies reserved to such Sale Site Subsidiary pursuant to the provisions of this Agreement or any other remedy or right which such Sale Site Subsidiary may have at law or in equity or otherwise.

(c) T-Mobile Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of T-Mobile Parent 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, or by any unilateral action of a Sale Site Subsidiary, or by an extension of time that may be granted or any indulgence of any kind granted to T-Mobile Parent or any of its affiliates. T-Mobile Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) T-Mobile Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. T-Mobile Parent further waives any right to require that an action be brought against T-Mobile Contributor or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) If T-Mobile Parent defaults in its obligations under this Section 20, Manager shall have the right to terminate this Agreement by delivering written notice thereof to T-Mobile Parent.

#### Section 21. Tower Operator Parent Guaranty.

(a) Tower Operator Parent unconditionally guarantees to the T-Mobile Collocator and T-Mobile Parent the full and timely performance of all obligations owed hereunder by the Manager. Tower Operator Parent agrees that if Manager breaches or defaults hereunder during the Sale Site Term, Tower Operator Parent shall faithfully perform and fulfill all obligations breached or defaulted upon hereunder by Manager and shall pay the applicable beneficiary all reasonable attorneys' fees, court costs and other expenses, costs and disbursements incurred by such beneficiary on account of such breach or default and on account of the enforcement of this Guaranty.

(b) The foregoing guaranty obligation of Tower Operator Parent shall be enforceable by T-Mobile Collocator or T-Mobile Parent in an action against Tower Operator Parent without the necessity of any suit, action or proceeding by the applicable beneficiary of any kind or nature whatsoever against the Manager, without the necessity of any notice to Tower Operator Parent of the default or breach by the Manager under this Agreement, and without the necessity of any other notice or demand to Tower Operator Parent to which Tower Operator Parent might otherwise be entitled, all of which notices Tower Operator Parent hereby expressly waives. Tower Operator Parent hereby agrees that the validity of this guaranty and the obligations of Tower Operator Parent hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by T-Mobile Collocator or T-Mobile Parent against the Manager any of the rights or remedies reserved to such T-Mobile Collocator or T-Mobile Parent pursuant to the provisions of this Agreement or any other remedy or right which T-Mobile Collocator or T-Mobile Parent may have at law or in equity or otherwise.

(c) Tower Operator Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of Tower Operator Parent 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, or by any unilateral action of either T-Mobile Collocator or T-Mobile Parent, or by an extension of time that may be granted or any indulgence of any kind granted to Tower Operator Parent or any of its affiliates. Tower Operator Parent does hereby expressly waive any suretyship defenses it might otherwise have.

(d) Tower Operator Parent hereby waives presentment demand for performance, notice of nonperformance, protest notice of protest, notice of dishonor and notice of acceptance. Tower Operator Parent further waives any right to require that an action be brought against Manager or any other Person or to require that resort be had by a beneficiary to any security held by such beneficiary.

(e) If Tower Operator Parent defaults in its obligations under this Agreement, T-Mobile Collocators will have the right to terminate this Agreement by delivering written notice thereof to Manager.

\*\*\*\*Remainder of Page Intentionally Blank – Signature Page Follows\*\*\*\*

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the date first above written.

**SALE SITE SUBSIDIARIES/TOWER OPERATOR:**

PTI US Towers I, LLC

By: \_\_\_\_\_

Name:  
Title:

PTI US Towers II, LLC

By: \_\_\_\_\_

Name:  
Title:

**T-MOBILE CONTRIBUTORS:**

T-Mobile Northeast LLC  
T-Mobile South LLC  
Powertel/Memphis Inc.  
T-Mobile Central LLC  
T-Mobile West LLC  
VoiceStream Pittsburgh, LP  
MetroPCS California, LLC  
MetroPCS Texas, LLC  
Metro Pennsylvania, LLC  
MetroPCS Networks California, LLC

By: *Peter A. Ewens*

Name: Peter A. Ewens  
Title: EVP, Corporate Strategy

**TOWER OPERATOR PARENT:**

PTI Holding Company, LLC

By: \_\_\_\_\_

Name:  
Title:

**T-MOBILE PARENT:**

T-Mobile USA, Inc.

By: *Peter A. Ewens*

Name: Peter A. Ewens  
Title: EVP, Corporate Strategy

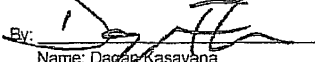
IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the date first above written.

**SALE SITE SUBSIDIARIES/TOWER OPERATOR:**

PTI US Towers I, LLC

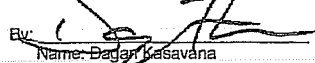
By:   
Name: Dagan Kasavana  
Title: Chief Executive Officer,

PTI US Towers II, LLC

By:   
Name: Dagan Kasavana  
Title: Chief Executive Officer

**TOWER OPERATOR PARENT:**

PTI US Holding Company, LLC

By:   
Name: Dagan Kasavana  
Title: Chief Executive Officer

**T-MOBILE CONTRIBUTORS:**

T-Mobile Northeast LLC  
T-Mobile South LLC  
Powertel/Memphis Inc.  
T-Mobile Central LLC  
T-Mobile West LLC  
VoiceStream Pittsburgh, LP  
MetroPCS California, LLC  
MetroPCS Texas, LLC  
Metro Pennsylvania, LLC  
MetroPCS Networks  
California, LLC

By: \_\_\_\_\_  
Name: Peter A. Ewens  
Title: EVP, Corporate Strategy

**T-MOBILE PARENT:**

T-Mobile USA, Inc.

By: \_\_\_\_\_  
Name: Peter A. Ewens  
Title: EVP, Corporate Strategy



EXHIBIT A

NON-ASSIGNABLE SITES

.....

**Exhibit A to US Management Agreement**

**T-Mobile Towers  
Non-Assignable Sites**

**Strictly Private and Confidential**

Site ID

PH35306A

[Redacted]



**PHOENIX  
TOWER**  
INTERNATIONAL

Phoenix Tower International  
1001 Yamato Rd, Suite 105  
Boca Raton, FL 33431  
Phone: 561.257.0557  
Fax: 561.257.0558

January 23, 2017

Pima County Government  
Information Technology Department  
150 West Congress, 6<sup>th</sup> Floor  
Tucson, AZ 85701  
Attention: Contract Administrator

Re: The agreement(s) (the "Agreement(s)") and the related site(s) (the "Site(s)") as described in Exhibit A hereto

Ladies and Gentlemen:

On July 31, 2015, T-Mobile USA, Inc. (together with certain affiliates, "T-Mobile") and PTI US Acquisitions, LLC and its affiliates ("Buyer") entered into a transaction (the "Transaction") involving a portion of T-Mobile's tower portfolio (the "Portfolio"), in which Buyer will purchase, manage and operate the Portfolio. The Agreement(s) and the Site(s) are part of the Portfolio and the Transaction.—

T-Mobile and Buyer expect the Transaction to close on or before December 31, 2015. As part of the Transaction, the T-Mobile entity that holds the Agreement(s) will transfer all of its rights, title and interest in and to the Agreement(s) and the Site(s) to a new entity, which will be formed by T-Mobile. As part of the Transaction, this new entity will be purchased by and become a subsidiary of Buyer or an affiliate thereof (the "New Subsidiary"), and the New Subsidiary will sublease, grant an option to sublease, or grant certain rights to T-Mobile in the Agreement(s) and Site(s) regarding T-Mobile's antenna facilities. The transfer to an affiliate may require multiple internal assignments among affiliates.

To the extent that your consent is required, T-Mobile and Buyer hereby request that you provide your consent to the Transaction by signing this letter and returning it in the enclosed self-addressed envelope. Furthermore, T-Mobile and Buyer request that, by signing this letter, you certify to Buyer and T-Mobile, that the following statements and agreements are true and correct as of the date hereof:

- (a) T-Mobile is the sole tenant under the Agreement(s), and the Agreement(s) are in full force and effect and contains the entire agreement between you and T-Mobile with respect to the Site.

- (b) No default exists under the Lease on the part of T-Mobile, and, to your knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by T-Mobile under the Lease.
- (c) Buyer may use the tower and related improvements located on the Site for the subleasing / sublicensing of space to third parties for the collocation of communications equipment on and about the Site in accord with the provisions of the Agreement and furthermore, Buyer may pledge its rights in the Agreement to its financing sources.

Promptly after the closing of the Transaction occurs, the New Subsidiary will notify you of the date of the closing.

The New Subsidiary, T-Mobile, Buyer, and each of their respective affiliates are intended third party beneficiaries of this letter. This letter may be executed in separate counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument. Delivery of an executed signature page to this letter by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this letter.

This letter will be recorded in the public records of the county in which the Site(s) are located. If this letter is inconsistent with the Agreement, this letter shall control.

This letter shall be binding upon you and your successors and assigns, and shall inure to the benefit of T-Mobile and Buyer, and their successors and assigns.

This letter may not be amended or modified except by a written agreement executed by you and Buyer, provided that in the event the assignment of the Agreement does not occur, this letter may be amended by a written agreement executed by you and T-Mobile. This letter may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

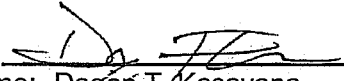
In the event a memorandum of lease has not been previously recorded, you agree to execute such an instrument at Buyer's sole cost and expense in a form that may be recorded in the applicable public records and which sets out the basic provisions of the lease as being set forth on Exhibit A attached hereto.

\* \* \* Remainder of Page Intentionally Blank – Signature Page Follows \* \* \*

Thank you for your prompt attention to this matter. If you have any questions about the Transaction or this request, please contact Heather Danan via email at hdanan@phoenixintl.com or via phone at 561-257-0749. Otherwise, please sign this letter below where indicated and return to us in the enclosed self-addressed envelope.

Sincerely,

**PTI US Acquisitions, LLC**

By:   
Name: Dagan T. Kasavana  
Title: Chief Executive Officer

Accepted and agreed:

LANDLORD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated as of: \_\_\_\_\_

**Exhibit A**

List of Agreement(s) and Site(s)

4010 N. Craycroft Road, Tucson, AZ 85718

T-Mobile Site Name: Craycroft @River

T-Mobile Site ID #: PH35306A