

Cell Site No. DETRMI3478
Cell Site Name: Plymouth Water Tower
Fixed Asset No. 10076057
Market: MI/IN
Address: 3150 Plymouth Road, Ann Arbor, MI

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("**Second Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Ann Arbor, a municipal corporation, (hereinafter referred to as "**Licensor**"), having its principal mailing address at 301 East Huron Street, P.O. Box 8647, Ann Arbor, MI 48107-8647, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Licensee**").

WHEREAS, Licensor and Licensee, as successor to the original Licensee AT&T Wireless PCS, Inc., under a License Agreement dated December 7, 1998 ("**Agreement**"), as amended by a First Amendment to License Agreement dated September 15, 1999 ("**First Amendment**"), whereby Licensor granted to Licensee a license for access to and use under certain terms and conditions certain Premises, therein described, that are a portion of the property located at 3150 Plymouth Road, Ann Arbor, MI ("**Site**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments ("**Additional Equipment**"); and

WHEREAS, Licensor and Licensee agree that, as consideration for Licensee's Additional Equipment, the current License Fee payable under the Agreement shall be increased as set forth herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section of the Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree to amend the Agreement, as previously amended by the First Amendment, as follows:

1. **Section 5, Use of Site** is amended by adding "and Licensee's Access" to the title and by adding subsections to the existing provisions of Section 5. and Exhibit 2-A, attached hereto and incorporated herein by reference, is added to the License and hereby amends and

supplements Exhibit 2 to the License. Exhibit 3, attached hereto and incorporated herein by reference, is added to the license and incorporated into such License pursuant to the terms below.

The existing provisions in Section 5 shall be numbered as Subsection 5(a), and the following paragraph shall be added at the end of Subsection 5(a) to provide for Licensee's addition of equipment:

Additional Equipment. After execution of the Second Amendment by both Licensee and Licensor, Licensee shall have the right to swap three (3) antennas, and add three (3) antenna amplifiers ("TMAs") and six (6) lines of coaxial cables, all as shown and described on attached Exhibit #2, as supplemented by Exhibit 2-A, design drawings. Licensee's other equipment on the Site referred to in the Agreement as "Antenna Facilities," shall remain unchanged. Licensee's Additional Equipment shall be subject to all the terms and conditions of the Agreement, as previously amended by the First Amendment, except as specifically modified by this Second Amendment.

A new Subsection 5(b) shall be added to the License to govern the Licensee's access to the Site as follows:

b)Licensee's Access. Licensor agrees that, during the Term of this Agreement, and provided that Licensee is not in default under any of the terms and conditions of this Agreement, that Licensee shall be permitted continuous twenty-four (24) hour access to Licensee's Antenna Facility and Additional Equipment at the Site for the purpose of maintenance and repairs or for any other purposes permitted under this Agreement, except in situations where access to the Site by Licensee could impair Licensor's response to any situation potentially compromising the security of the Site or the protection of the water supply for the City. During "potentially compromising situations," access, if any at all is granted, shall be at the sole discretion and under the terms dictated by the City On Site Person in Charge. Access to the Site shall be in accordance with the procedures set forth in Exhibit #3 (Access Procedures). Licensor may, from time to time and in its sole discretion, revise Exhibit #3. A copy of each such revision of Exhibit #3 will be sent to Licensee at the addresses identified in Paragraphs 9 and 21 of this Agreement. Except in emergency circumstances, as defined and provided for in Exhibit #3, notice to the Water Treatment Plant Manager at least 24 hours prior to routine maintenance is required. During non-business hours or if the Plant Manager is unavailable, Licensee shall contact the Supervisor-in-Charge at the Water Treatment Plant. Licensee shall request a key to the Plymouth Road Water Tower Site ("Water Tower") that will be signed out to the Licensee from the Water Treatment Plant located at 919 Sunset Road. The Licensee shall return the key the same day to the Water Treatment Plant upon completion of work on the Water Tower. The Licensee is not permitted to keep the key overnight. The Licensee will not be permitted to make copies of the key to the Water Tower. In all circumstances, including emergencies, the Water Plant shall be contacted by the Licensee prior to arriving on site to request a key. If access by Licensee requires the Licensor to visit the Water Tower, the Licensee will be responsible for the time and travel expenses associated with the staff person visiting the Site. The Licensee shall promptly reimburse these expenses to Licensor upon presentation of an itemized invoice. Licensee is fully

responsible for the conduct of all persons it or its contractors bring to the Site pursuant to the access provided by this Agreement.

2. **Section 4. Fees and Escalator.** Commencing on the first day of the month following the date that Licensee commences construction of the modifications set forth in this Second Amendment, the annual License Fee shall be increased to a total of \$30,230 per year, provided that during the first year or portion of a year only a pro rata amount shall be due for the period that starts the first day of the month following the date that Licensee commences construction of the modifications and ends June 30, 2012, Starting July 1, 2012, the License Fee shall increase by 4% per year on July 1 of every year. The License Fee shall not otherwise be prorated for any partial term during which this Agreement is in effect, except as may be explicitly provided elsewhere. Timely payment of the License Fee is of the essence. There shall be a \$500.00 processing fee due for each payment received fourteen (14) calendar days or more after the due date.

3. **Section 6. Submission of Plans and General Structural Requirements** is amended by adding a Subsection (c) as follows:

(c) **Installation Design & Inspection.** Licensee agrees to contact Dixon Engineering to design and provide approved plans to Licensor to depict the installation of the Additional Equipment stated in Section 5 above, as amended. Upon completion of the Additional Equipment, Dixon Engineering will perform a final inspection of such installation and submit a final inspection report to the Licensor and Licensee. All costs of these engineering design and inspection services will be solely the Licensee's responsibility.

4. **Section 12. Regulatory Requirements** is amended by adding a new paragraph at the end of Section 12 as follows:

Licensee will comply with all applicable environmental statutes, regulations and rules regarding its use of the Site, including but not limited to statutes, regulations and rules regarding radiofrequency radiation. Without limiting or modifying the foregoing, Licensee shall measure baseline radiofrequency radiation around the perimeter of the site and water tower and within the water tower at a minimum of every 10 feet of elevation. Measurements must be taken before any installation work of equipment is started, and after installation and commissioning of all equipment. Measurements, including referenced exposure limits, shall be submitted to the Licensor after completion of testing. Licensee shall install applicable signage and notices to comply with FCC requirements related to exposure to radiofrequency restrictions.

5. **Section 21. Notices and Payments** is amended as follows and by replacing the notice addresses for Licensee with the notice addresses that follow.

All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized

overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # DETRMI3478/Cell Site Name: Plymouth Water Tower
FA: 10076057
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to Licensee's legal department at:
New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # DETRMI3478/Cell Site Name: Plymouth Water Tower
FA: 10076057
15 East Midland Avenue
Paramus, NJ 07652

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, as amended by the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement, as amended by the First Amendment, otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

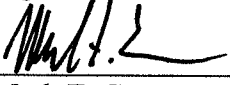
[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

For Licensee:

New Cingular Wireless PCS, LLC, a
Delaware limited liability company
By: AT&T Mobility Corporation

Its: Manager

By:  2/14/2012
Name: Mark F. Caesar

Its: Senior Real Estate & Construction
Manager

For Licensor:

City of Ann Arbor

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steve Powers, City Administrator

Craig Hupy, Interim Public
Services Area Administrator

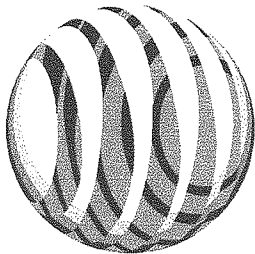
Approved as to form

Stephen K. Postema, City Attorney

EXHIBIT #2-A

PLANS

LTE UPGRADE BY
GOODMAN NETWORKS
 SITE #: MI3478
 SITE NAME: NE ANN ARBOR
 WATER TOWER
 AT&T FA #: 10076057
 3150 PLYMOUTH RD.
 ANN ARBOR, MI 48105



CHRISTOPHER WZACNY AND ASSOCIATES INC.
 30150 TELEGRAPH ROAD, SUITE 114
 BINGHAM FARMS, MI 48025
 TEL: (248) 729-5810
 FAX: (248) 729-4610

REFER TO GRAPHIC SCALE FOR
 1"=17' DRAWINGS

MI3478
 SITE NAME: NE ANN ARBOR
 WATER TOWER
 AT&T FA#: 10076057

3150 PLYMOUTH ROAD
 ANN ARBOR
 MI 48105
 WASHINGTON COUNTY

| REV | DATE | DESCRIPTION | BY |
|-----|----------|---------------|----|
| 0 | 02/01/11 | FINAL CDS | CS |
| 1 | 02/01/11 | FINAL CDS RFA | CS |



Peter H. Schmitt

IF IT IS A MODIFICATION OF AN EXISTING TELECOMMUNICATIONS FACILITY, THE ARCHITECT SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING FACILITY'S CAPABILITY TO ADEQUATELY SUPPORT THE PROPOSED FACILITY.

| | |
|--------------|-------------|
| SHEET TITLE | TITLE SHEET |
| PROJECT NO. | MI3478 |
| SHEET NUMBER | T-1 |

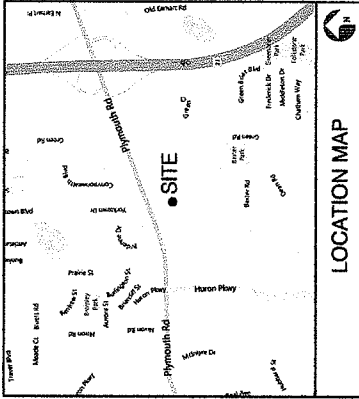
DO NOT SCALE DRAWINGS

| SHT NO. | DESCRIPTION |
|---------|--|
| T-1 | TITLE SHEET |
| C-1 | SITE PLAN |
| C-2 | EQUIPMENT PLANS |
| C-3 | TOWER ELEVATIONS |
| C-4 | DETAILS |
| A-1 | ANTENNA SCHEDULE AND AZIMUTHS |
| A-2 | COAX DIAGRAM (SECTOR 1) |
| A-3 | COAX DIAGRAM (SECTORS 2 & 3) |
| A-4 | COAX AND WAVEBRIDGE DETAILS |
| A-5 | INTERIOR EQUIPMENT DETAILS |
| E-1 | ELECTRICAL & GROUNDING PLANS, ONE LINE DIAG. |
| E-2 | GROUNDING SCHEMATIC |
| E-3 | GROUNDING DETAILS AND ELECTRICAL NOTES |

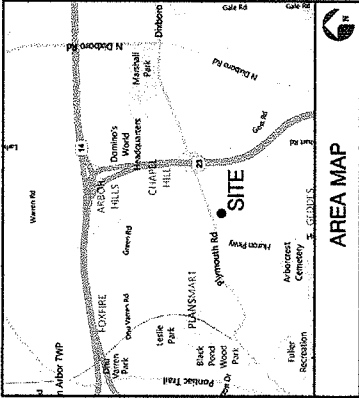
DRAWING INDEX

| SITE NAME: | | NE ANN ARBOR WATER TOWER | |
|--------------|--|--------------------------|---|
| SITE NUMBER: | MI3478 | SITE ADDRESS: | 3150 PLYMOUTH RD. ANN ARBOR, MI 48105 WASHINGTON COUNTY |
| LANDLORD: | AT&T 12555 CINGULAR WAY ALPHARETTA, GA 30004 (678)-867-4233 | APPLICANT: | AT&T MOBILITY 32255 NORTHWESTERN HIGHWAY FARMINGTON HILLS, MI 48332 (800)-832-9822 |

PROJECT SUMMARY



LOCATION MAP



AREA MAP

LATITUDE: 42° 18' 10.01" N (42.30278°)
 LONGITUDE: 83° 41' 53.99" W (-83.69833°)

- DIRECTIONS TO SITE**
- FROM 32255 NORTHWESTERN HIGHWAY, FARMINGTON HILLS, MI 48332 HEAD NORTHWEST ON NORTHWESTERN HWY.
 - TOWARD ORCHARD LAKE RD.
 - TURN RIGHT ONTO ORCHARD LAKE RD.
 - MAKE U-TURN TO STAY ON ORCHARD LAKE RD. HEADING SOUTH
 - TAKE RAMP FOR I-696 WEST/ WALTER P. REUTHER FWY TOWARD LANSING
 - TAKE EXIT 1 FOR I-96 EAST/ I-275 SOUTH TOWARD DETROIT/ TOLEDO
 - STAY STRAIGHT ONTO I-275 SOUTH
 - TAKE RAMP FOR I-14 WEST TOWARD ANN ARBOR
 - TAKE EXIT 8 FOR US-23 SOUTH TOWARD TOLEDO
 - TAKE EXIT 4 FOR PLYMOUTH RD.
 - TURN RIGHT ONTO PLYMOUTH RD.
 - END AT 3150 PLYMOUTH RD. ON LEFT

DIRECTIONS TO SITE

| PROJECT DESCRIPTION | |
|---------------------|--|
| 1 | AT&T TO SWAP (6) ANTENNAS, ADD (6) TANKS AND (6) FEEDERS (ON WATER TOWER), AND GROUND EQUIPMENT (INSIDE SHELTER) TO AN EXISTING TELECOMMUNICATIONS FACILITY. |

PROJECT DESCRIPTION



CHRISTOPHER WZACNY AND ASSOCIATES INC.
 30150 TELEGRAPH ROAD, SUITE 114
 BIRMGHAM FARMS, MI 48025
 TEL: (248) 723-8818
 FAX: (248) 723-4010

REFER TO GRAPHIC SCALE FOR
 11"x17" DRAWINGS

MIS478
 SITE NAME: NE ANN ARBOR
 WATER TOWER
 AT&T FA#: 10078057

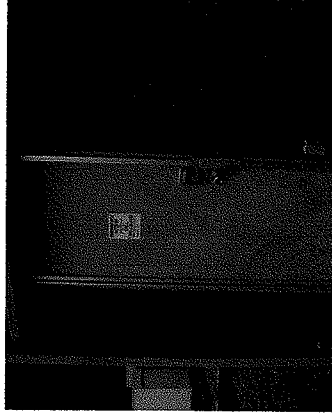
3150 PLYMOUTH ROAD
 ANN ARBOR
 MI 48106
 WASHTENAW COUNTY

| REV | DATE | DESCRIPTION | BY |
|-----|----------|-------------|----|
| 0 | 02/01/11 | FINAL DGS | CS |
| 1 | 02/01/11 | PRELIMINARY | CS |

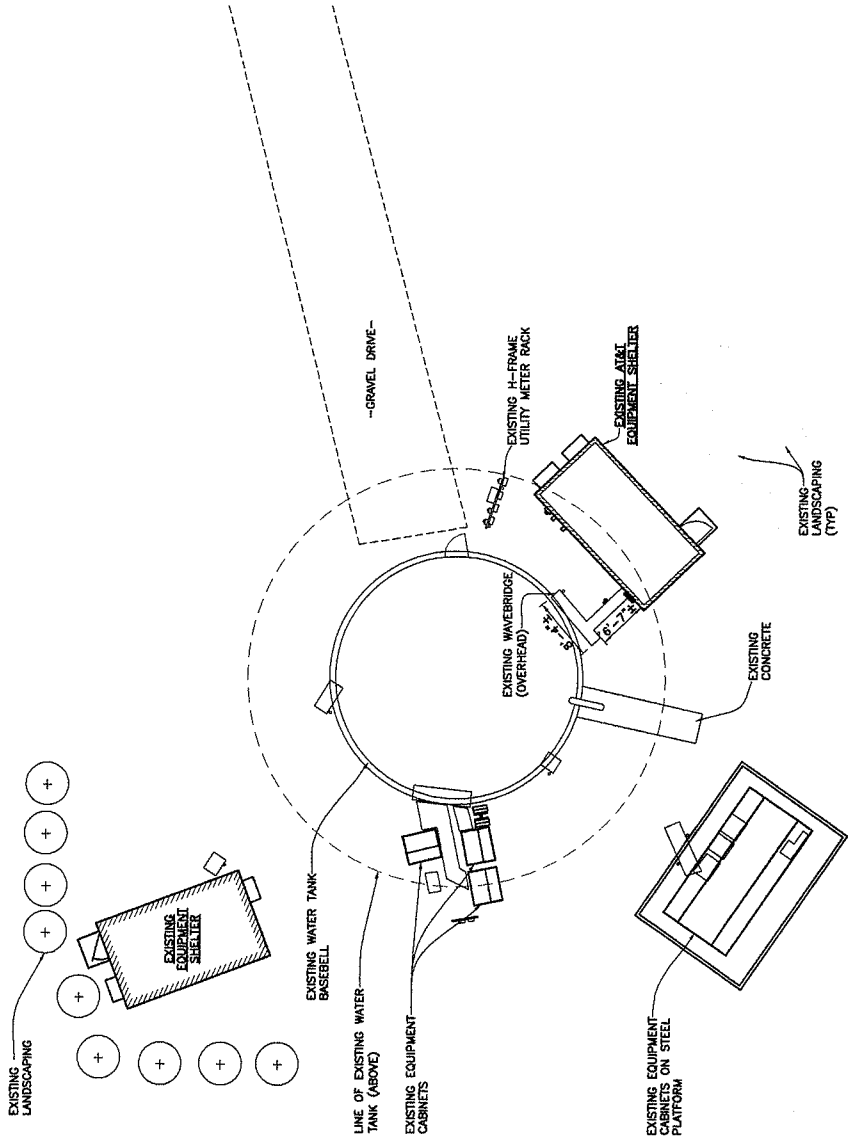
IT IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT.

SHEET TITLE: SITE PLAN
 PROJECT NO.: MIS478
 SHEET NUMBER: C-1
 DO NOT SCALE DRAWINGS

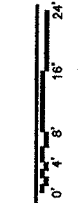
COMPOUND NOTES:
 RESTORE AND REGRADE EXISTING SURFACES AS REQUIRED TO MATCH PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETED. IF SURFACE IS ASPHALT OR CONCRETE THEN SAW CUT AND PATCHING IS REQUIRED.
 ANY AND ALL LANDSCAPING DAMAGE INCURRED DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER



2 EXISTING EQUIPMENT PHOTO
 C-1 N.E.S.

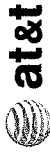


72 HOURS (3 WORKING DAYS)
 EXCEPT WEEKENDS & HOLIDAYS
**BEFORE YOU DIG
 CALL MISS DIG
 800-482-7171**
 (TOLL FREE)



1 SITE PLAN
 SCALE 1/8"=1'-0"
 REFER TO GRAPHIC SCALE FOR
 11"x17" DRAWINGS





CHRISTOPHER WZACHTY AND ASSOCIATES INC.
 30150 TELEGRAPH ROAD, SUITE 114
 BINGHAM PARKS, MI 48022
 TEL: (248) 723-8616
 FAX: (248) 723-8610

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

M183478
 SITE NAME: NE ANN ARBOR WATER TOWER
 AT&T FA#: 10076057

3150 PLYMOUTH ROAD
 ANN ARBOR MI 48106
 WASHTENAW COUNTY

REGIONS

| REV | DATE | DESCRIPTION | BY | CHK |
|-----|----------|--------------|----|-----|
| 0 | 02/28/11 | FINAL DCS | | |
| 1 | 03/04/11 | PROJ DCS 90% | | |

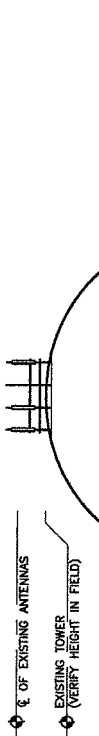
IT IS A VIOLATION OF LAW FOR ANY PERSON OR ENTITY TO REPRODUCE, TRANSMIT, OR OTHERWISE DISSEMINATE ANY INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN CONSENT OF AT&T INTELLECTUAL PROPERTY. TO VIEW THIS DOCUMENT:

SHEET TITLE
 TOWER ELEVATIONS

PROJECT NO.: M183478

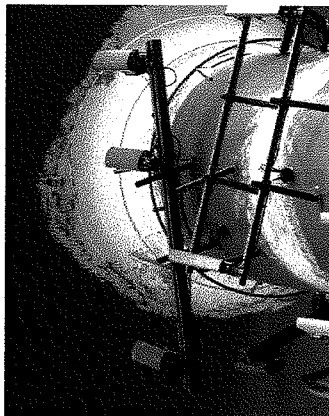
SHEET NUMBER: **C-3**

DO NOT SCALE DRAWINGS

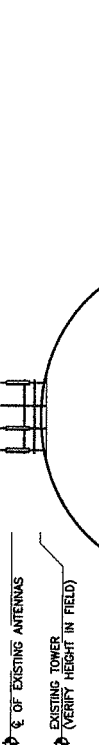


- (3) EXISTING ANTENNAS PER SECTOR, SWAP (1) ANTENNA PER SECTOR, FOR (3) SECTORS.
- (9) TOTAL ANTENNAS.
- (3) EXISTING TMA'S PER SECTOR, ADD (1) TMA PER SECTOR, FOR (3) SECTORS.
- (12) TOTAL EXISTING TMA'S.
- (4) EXISTING FEEDERS PER SECTOR, ADD (2) FEEDERS PER SECTOR, FOR (3) SECTORS.
- (19) TOTAL EXISTING FEEDERS.
- (1) EXISTING RET LINE

TOWER AND ELEVATION NOTES:
 INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER OTHER OWNERS STRUCTURAL ANALYSIS.
 PORTIONS OF ELEVATION MAY BE REMOVED FOR CLARITY OF LEASE AREA.
 ROUTE NEW COAX & RET CABLE UP TOWER W/ STACKABLE CLIPS TO EXISTING AT&T COAX
 WHEN ROUTING CABLES ENTRY/EXIT POINTS MUST BE REQUIRED. REFER TO OWNERS STRUCTURAL ENGINEER RECOMMENDATIONS.

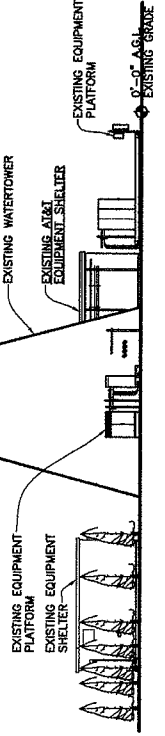


3. EXISTING ANTENNA ARRAY PHOTO
 N.T.S.



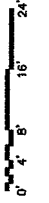
- (3) EXISTING ANTENNAS PER SECTOR, FOR (3) SECTORS.
- (9) TOTAL EXISTING ANTENNAS.
- (3) EXISTING TMA'S PER SECTOR, FOR (3) SECTORS.
- (9) TOTAL EXISTING TMA'S.
- (4) EXISTING FEEDERS PER SECTOR, FOR (3) SECTORS.
- (12) TOTAL EXISTING FEEDERS.
- (1) EXISTING RET LINE

TOWER AND ELEVATION NOTES:
 INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER OTHER OWNERS STRUCTURAL ANALYSIS.
 PORTIONS OF ELEVATION MAY BE REMOVED FOR CLARITY OF LEASE AREA.
 ROUTE NEW COAX & RET CABLE UP TOWER W/ STACKABLE CLIPS TO EXISTING AT&T COAX
 WHEN ROUTING CABLES ENTRY/EXIT POINTS MUST BE REQUIRED. REFER TO OWNERS STRUCTURAL ENGINEER RECOMMENDATIONS.



1. EXISTING TOWER ELEVATION
 SCALE 3/32"=1'-0"
 REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

2. NEW TOWER ELEVATION
 SCALE 1/8"=1'-0"
 REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS





CHRISTOPHER WZACNY AND ASSOCIATES INC.
 30150 TELEGRAPH ROAD, SUITE 114
 BINGHAM FARMS, MI 48025
 TEL: (248) 722-8516
 FAX: (248) 722-8510

REFER TO GRAPHIC SCALE FOR
 11"x17" DRAWINGS

MC3473
 SITE NAME: NE ANN ARBOR
 WATER TOWER
 AT&T FA#: 10076057

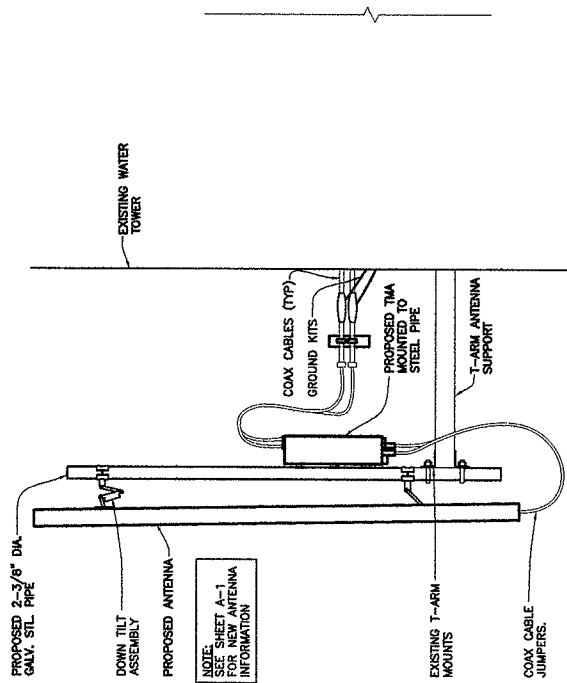
3150 PLYMOUTH ROAD
 ANN ARBOR
 MI 48106
 WASHTENAW COUNTY

| REV | DATE | DESCRIPTION | BY |
|-----|----------|--------------|----|
| 0 | 02/24/11 | FINAL DCS | CS |
| 1 | 02/24/11 | RESUBMISSION | CS |

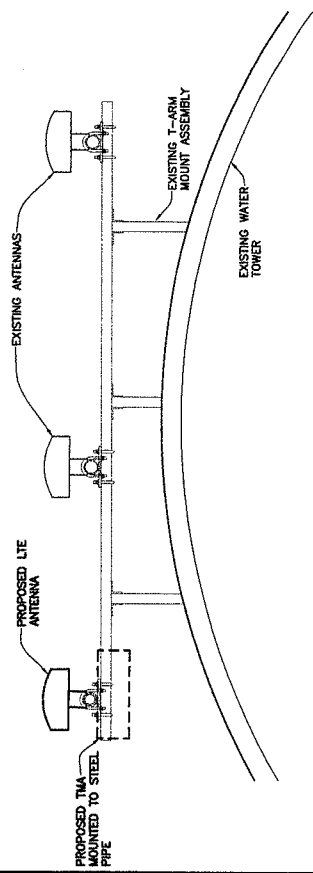
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SHEET TITLE: DETAILS
 PROJECT NO.: MC3473
 SHEET NUMBER: C-4
 DO NOT SCALE DRAWINGS

| EQUIPMENT TO BE PROVIDED BY OTHERS: | |
|--|------------------|
| EQUIPMENT | PROVIDED BY |
| THAS | GOODMAN NETWORKS |
| POWER PANEL | SUB-CONTRACTOR |
| ANTENNAS | EXISTING |
| COAX CABLE AND CONNECTORS | GOODMAN NETWORKS |
| TOP JUMPERS | GOODMAN NETWORKS |
| BOTTOM JUMPERS | GOODMAN NETWORKS |
| NET CABLES | GOODMAN NETWORKS |
| SURGE ARRESTORS | GOODMAN NETWORKS |
| DOWN TILT ASSEMBLY FOR PROPOSED ANTENNA | GOODMAN NETWORKS |
| ALL TOWER SUPPORT, SUPPLIES, BATTERIES AND MISCELLANEOUS HARDWARE TO BE SUPPLIED BY SUB-CONTRACTOR | GOODMAN NETWORKS |



1 ANTENNA MOUNTING DETAIL -TYP.
 SCALE: 1/8"=1'-0"
 REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS



2 ANTENNA SECTOR MOUNTING DETAIL -TYP.
 SCALE: 1/8"=1'-0"
 REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

EXHIBIT #3

SECURITY AND ACCESS PROCEDURES

These procedures are applicable for the following City facilities: Plymouth and Manchester Water Towers, and the Water Treatment Plant. Henceforth, you shall contact the City's Water Treatment Plant at (734) 994-2840 a minimum of twenty-four (24) hours prior to access to the foregoing City facilities for non-emergency maintenance and repairs. You must provide us the names and photographs of your personnel who will be visiting these sites for this work. That information must be provided to the Manager at the Water Treatment Plant as soon as possible. **Your personnel not on this list will not be allowed access.** It is your responsibility to ensure that this information stays current with us. Personnel who are not on the list will not be allowed access unless the City has been provided their names and photographs at least forty-eight (48) hours before they seek access.

In case access is for one of the water towers, your personnel will sign out a key from the Water Treatment Plant located at 919 Sunset Road. The person who signs out the key must provide the names of all persons who will be accessing the water tower. All such persons must already be on the list with the Water Treatment Plant Manager. The person who signs out the key must return the key to the Water Treatment Plant upon completion of work at the site. The key must be returned at the end of each day work is performed. The key may not be kept overnight. You are not permitted to make copies of the key to the water towers.

In case of an emergency, your personnel will be allowed access without a 24-hour advance notice. However, prior notice is still required before arrival at the Water Treatment Plant to pick up a key. Access will be limited to persons on the list with the Manager of the Water Treatment Plant.