CELL SITE NO: DE05625 CELL SITE NAME: North Campus Water Tower LICENSOR'S NAME: CITY OF ANN ARBOR SITE ADDRESS: 3150 NORTH PLYMOUTH ROAD, ANN ARBOR, MICHIGAN Market: Detroit

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") TO THE LICENSE AGREEMENT dated June 2, 1999 ("Agreement"), as amended by the First Amendment dated February 7, 2003 ("First Amendment"), is made and entered into by and between CITY OF ANN ARBOR, a municipal corporation with its principal offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("Licensor"), and T-Mobile Central LLC, a Delaware Limited Liability Company, as successor in interest to Omnipoint Holdings, Inc., f/k/a Omnipoint Communications Midwest Operations L.L.C., having a principal office at 12170 Merriman Road, Livonia, Michigan 48150 ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

WHEREAS, Licensor and Licensee, through its predecessors in interest, Omnipoint Holdings, Inc., and Omnipoint Communications Midwest Operations L.L.C., entered into a License Agreement dated June 2, 1999, and subsequently amended by First Amendment dated February 7, 2003 ("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, Michigan, commonly known both as the Plymouth Water Tower Site and as the North Campus Water Tower Site ("Site").

WHEREAS, Licensor and Licensee desire to amend the Agreement, as previously amended, to allow Licensee to install additional equipment on the Premises (the "Additional Equipment");

WHEREAS, the Parties 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, in their mutual interest, desire to enter into this Second Amendment in order to modify and amend the Agreement, as previously amended, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Parties agree to amend the Agreement, as previously amended, as follows:

1. The title of Section 5. Use of Site is amended to read as follows:

Section 5. Use of Site and Access Procedures.

2. Section 5. Use of Site and Access Procedures is amended by adding paragraphs after the existing first paragraph to provide for Licensee's addition of equipment and to add a new Exhibit #3, attached, as follows:

Effective as of January 1, 2013, in addition to the additional equipment previously added under the terms and conditions of the First Amendment to the Agreement, Licensee will have the right to modify its Antenna Facilities and add additional Antenna Facilities as described and depicted on Exhibit 3 and as shown in the design drawings prepared by LandTech, dated 8-27-12 (3 pages)

attached and incorporated as part of Exhibit 3, which is attached hereto and by this reference incorporated herein.

3. Section 5. Use of Site and Licensee's Access, is amended by adding a new paragraph at the end of Section 5 to govern Licensee's access to the Site and to add a new Exhibits 4, attached, as follows:

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 beyond applicable notice and cure periods, 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 shall impair Licensor's response to any situation potentially compromising the security of the Site or the protection of the water supply of 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 4 (Security and Access Procedures) and Licensee agrees to comply with the Security and Access Procedures, understanding that they may be changed from time to time as provided n Exhibit 4. In no event shall any additional costs or charges be added to this Agreement by virtue of such modification. 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.

4. Section 4. Fees and Escalator, as previously amended by the First Amendment to the Agreement, is amended to read as follows:

Licensee agrees to pay Licensor \$18,000 per year for the first 5 year term ("License Fee"). Except as provided in this paragraph, effective on the date the First Amendment is executed, Licensee agrees to pay an increased and non-refundable License Fee of \$26,000 per year which will increase 4% per year starting on June 10, 2003, and annually thereafter. Within fifteen (15) days after Licensee commences the installation of the additional equipment covered by the First Amendment, Licensee will remit to Licensor a pro rata share of the \$8,000 increase in the License Fee, based on the number of days between the date Licensee commences installation and June 10, 2003, divided by 365.

Commencing on January1, 2013, the annual License Fee shall be increased by one thousand two hundred dollars (\$1,200.00) per year, to a total annual fee of thirty-nine thousand six hundred eighty-six dollars and 34 cents (\$39,686.34), provided that only a pro rata amount of the increase shall be due for the period that starts the first day of the month following the date that Licensee commences construction of the modifications through June 30, 2013. The License Fee shall not increase on June 10, 2013, but shall increase by 4% per year on July 1st of every year, starting on July 1, 2013.

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 for each payment received fourteen (14) calendar days or more after the due date. Licensor shall provide written notice to Licensee that such processing fee is due and Licensee shall remit payment within five (5) business days from receipt.

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

(c) Installation Design & Inspection. Licensee agrees to contract Dixon Engineering, Inc. to design and provide approved plans to Licensor to depict the installation of the Additional Equipment stated in Section 5 above, as amended by this Second Amendment. Within fourteen (14) days of completion of installation of the Additional Equipment, Dixon Engineering and the City of Ann Arbor will perform a final inspection of such installation, and submit a final inspection report to the Licensor and Licensee. Licensee shall be responsible to correcting all punch list items reasonably determined by Dixon Engineering and the City of Ann Arbor during their final inspection within fourteen (14) days of receipt of notice of correction. Licensee shall provide digital photos documenting correction of all punch list items within this (14) fourteen day period. If digital photos do not adequately document that all punch list items have been completed as determined by the City of Ann Arbor, the Licensee shall be required to contract with Dixon Engineering to re-inspect and confirm that all punch list items have been addressed. All reasonable costs of these engineering design and inspection services, will be solely the Licensee's responsibility.

6. Section 9. Emergency Contact is amended to read as follows:

Each party shall identify one or more contacts as 24 hour, 7 days per week, 365 days per year, as an emergency contact. The contact information of either party must be updated immediately if it changes. Licensee also must send Licensor, to the attention of the Water Treatment Plant Manager, written notice of its emergency contact information annually between July 1 and July 10. The current emergency contact information is:

For Licensor: Water Treatment Plant Manager or On Site Person in Charge 919 Sunset Boulevard Ann Arbor, Michigan 48103 24 hour emergency number: (734) 994-2860

For Licensee: T-Mobile Central LLC 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance Site #DE05625D 24 hour emergency number: (888) 218-6664

7. 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 before any work to install any equipment is started, and after installation and commissioning of any and all equipment. Measurements, including reference exposure limits, shall be submitted to the Licensor after completion of testing to demonstrate compliance with Federal Communications Commission ("FCC") requirements. Licensee shall install applicable signage and notices to comply with FCC requirements related to exposure to radiofrequency radiation.

8. Section 21. Notices and Payments is amended to replace the Licensee's and Licensor's addresses as follows:

For Licensor:

City of Ann Arbor Water Treatment Plant Manager PO Box 8647 Ann Arbor, Michigan 48107

With a copy to:

City of Ann Arbor Public Services Area Administrator PO Box 8647 Ann Arbor, Michigan 48107

And with a copy to:

City Attorney City of Ann Arbor PO Box 8647 Ann Arbor, Michigan 48107

For Licensee:

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Legal Dept.

With a copy to:

T-Mobile Central LLC 2001 Butterfield Rd, Suite 1900 Downers Grove, IL 60515 Attn: Lease Administration Manager

And with a copy to:

T-Mobile Central LLC 2001 Butterfield Rd, Suite 1900 Downers Grove, IL 60515 Attn: Legal Dept.

9. The terms and conditions of the Agreement, as previously amended by the First Amendment, are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Agreement, as previously amended by the First Amendment. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, as previously amended by the First Amendment, all of which are ratified by the Parties and shall remain in full force and effect. To the extent there is any conflict or inconsistency between the terms and conditions of the Agreement, as previously amended by the First Amendment will govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

Dated this _____, 2013

For Licensee: T Mobile Central, LLC, a Delaware limited liability company Dated this _____, 2013

For Licensor: City of Ann Arbor

By _____ John Hieftje, Mayor

By: _____ Name: Bob Vorlicek Its: Director – Engineering & Operations

> By _____ Jacqueline Beaudry, City Clerk

Approved as to substance

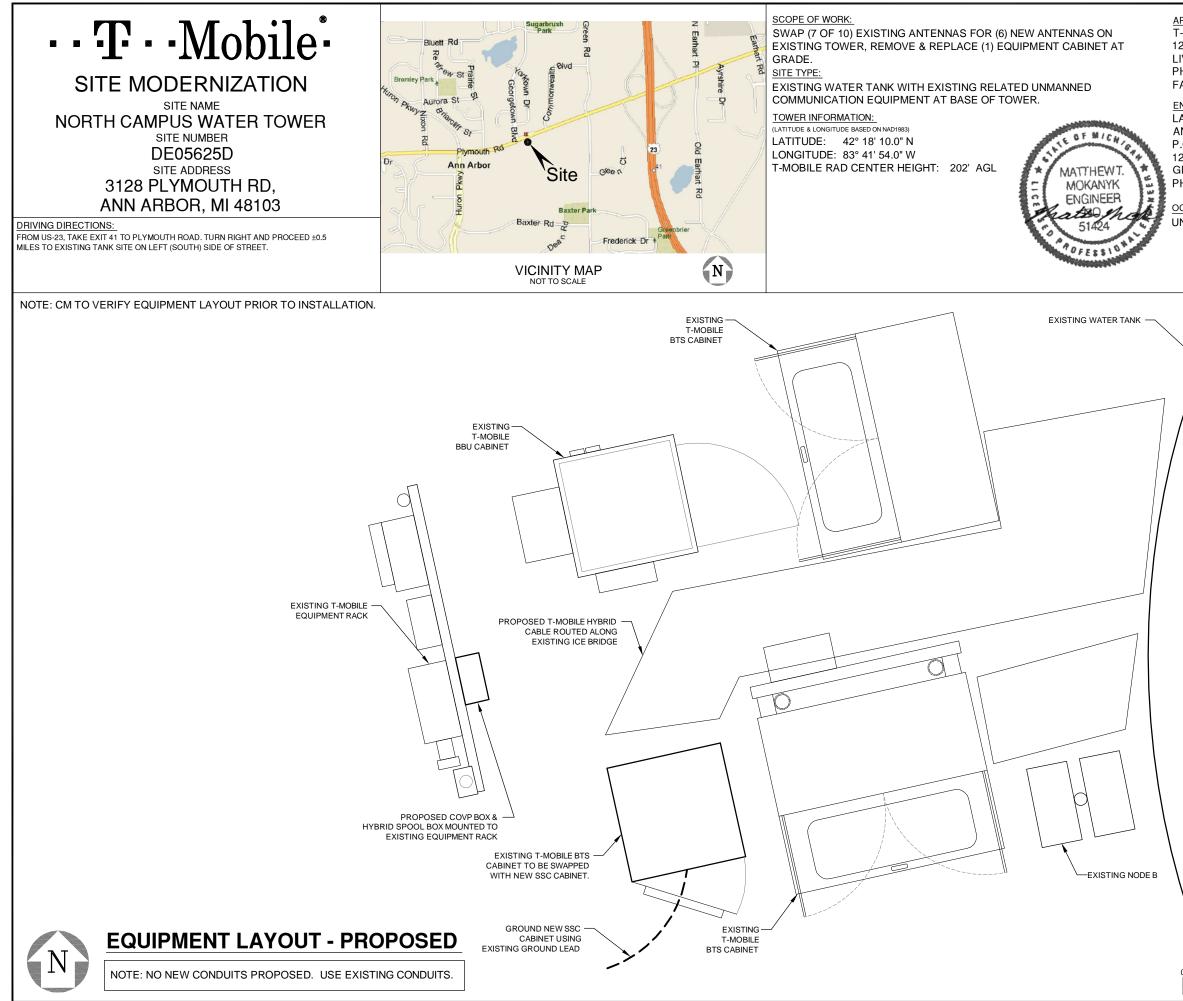
Steven D. Powers, City Administrator

Tom Crawford, Chief Financial Officer

Approved as to form

Stephen K. Postema, City Attorney

Exhibit 3



APPLICANT T-MOBILE CENTRAL LLC 12170 MERRIMAN ROAD LIVONIA, MI 48150 PHONE: (734) 367-7200 FAX: (734) 367-7242

ENGINEER LANDTECH PROFESSIONAL SURVEYING AND ENGINEERING P.O. BOX 193 1275 McGREGOR WAY GRAWN, MI 49637 PHONE: (231) 943-0050

OCCUPANT LOAD: UNOCCUPIED

$\cdot \cdot \mathbf{T} \cdot \cdot \mathbf{Mobile}^{\bullet}$

12170 MERRIMAN ROAD LIVONIA, MICHIGAN 48150 Phone: 734.367.7200 Fax: 734.367.7242

CONTACT: PAUL SCHULTZ (734) 905-0084

LANE	DTECH PROJE	CT NUMBER: 123232	39
REV.	DATE	DESCRIPTION	BY
0	07/04/12	PRELIMINARY DRAWINGS	CJL
1	07/17/12	REVISIONS PER SA	SBF
2	08/29/12	DIXON ADD'N	CJL

MODERNIZATION

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.



AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, MI, MN, MO, NE, NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WY, WI 231-843-0050 PHONE or TOLL FREE: 877-820-JAND www.towersurveyors.com

SITE #:

DE05625D

SITE NAME: NORTH CAMPUS WATER TOWER

SITE ADDRESS: 3128 PLYMOUTH RD, ANN ARBOR, MI 48103

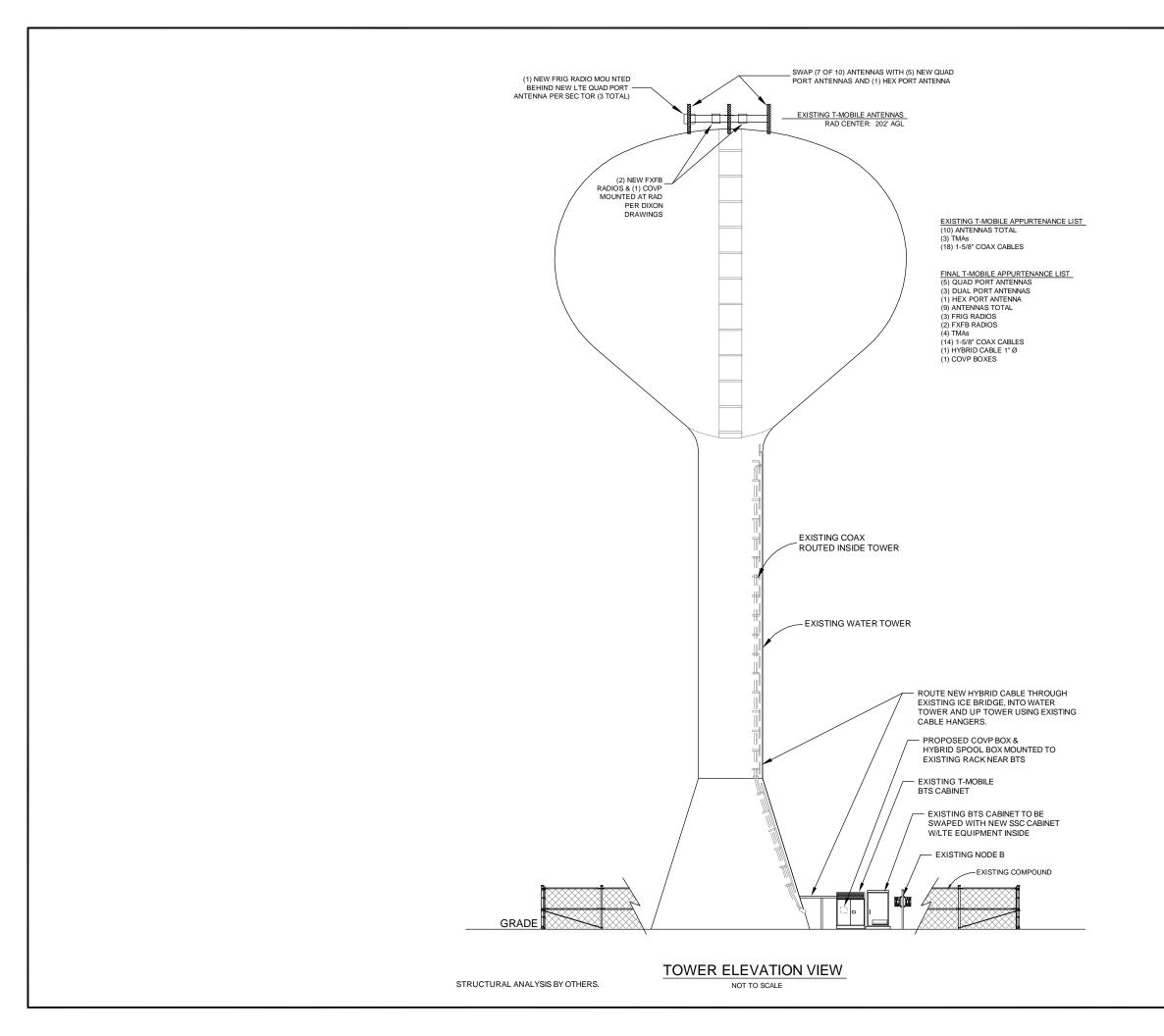
Sheet Title:

SITE PLAN

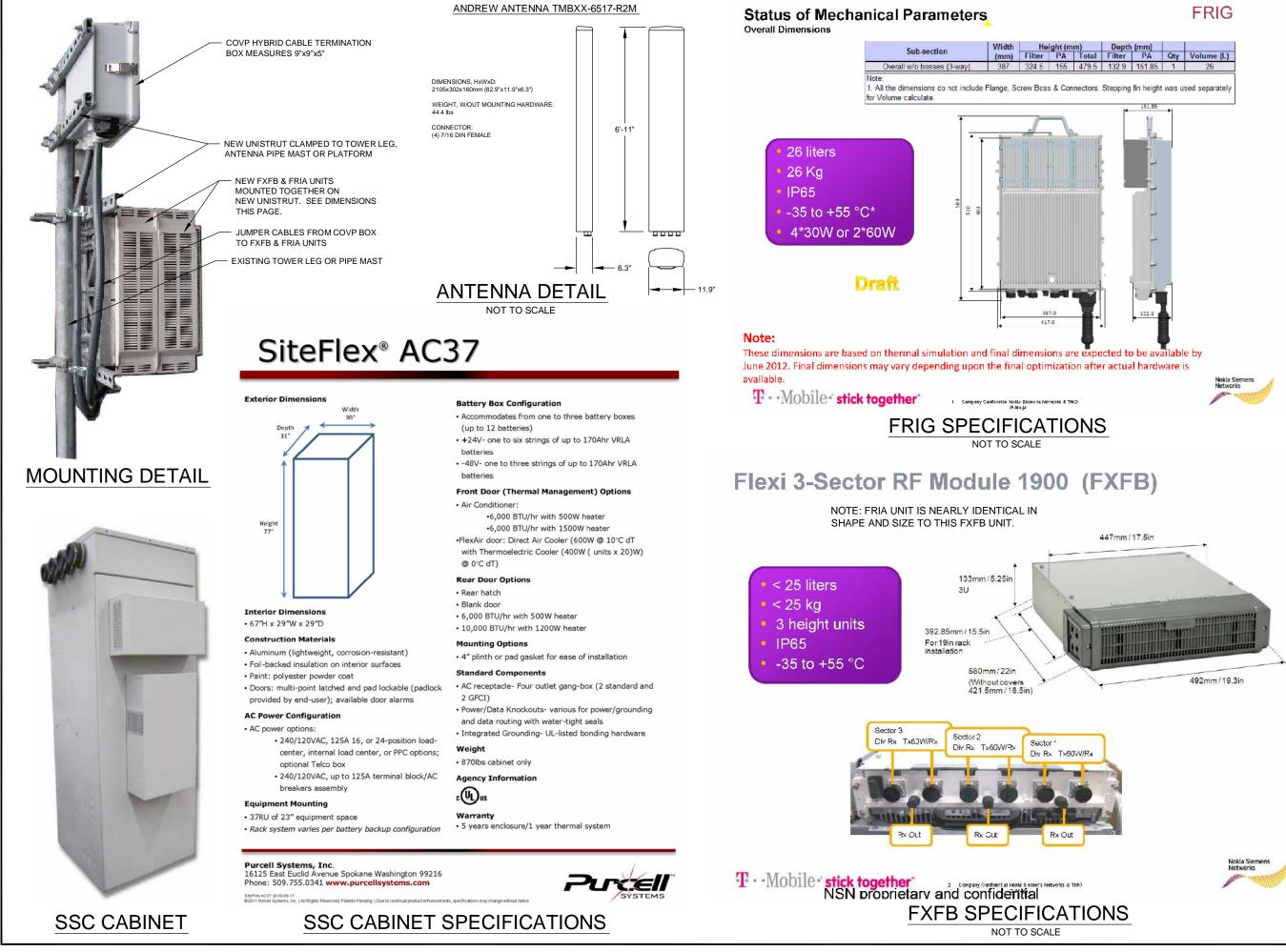
C-1

Sheet Number:

SCALE: 1"=2'







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12170 MERRIMAN ROAD LIVONIA, MICHIGAN 48150 Phone: 734.367.7200 Fax: 734.367.7242

CONTACT: PAUL SCHULTZ (734) 905-0084

LAND	DTECH PROJE	CT NUMBER: 12323	239
REV.	DATE	DESCRIPTION	BY
0	07/04/12	PRELIMINARY DRAWINGS	CJL
1	07/17/12	REVISIONS PER SA	SBF
2	08/29/12	DIXON ADD'N	CJL

MODERNIZATION

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AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, MI, MN, MO, NE, NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, W 231943-0050 PHONE or TOLL FREE: 877-520-LAND www.towersurveyors.com

SITE #:

SITE NAME: NORTH CAMPUS

DE05625D

WATER TOWER

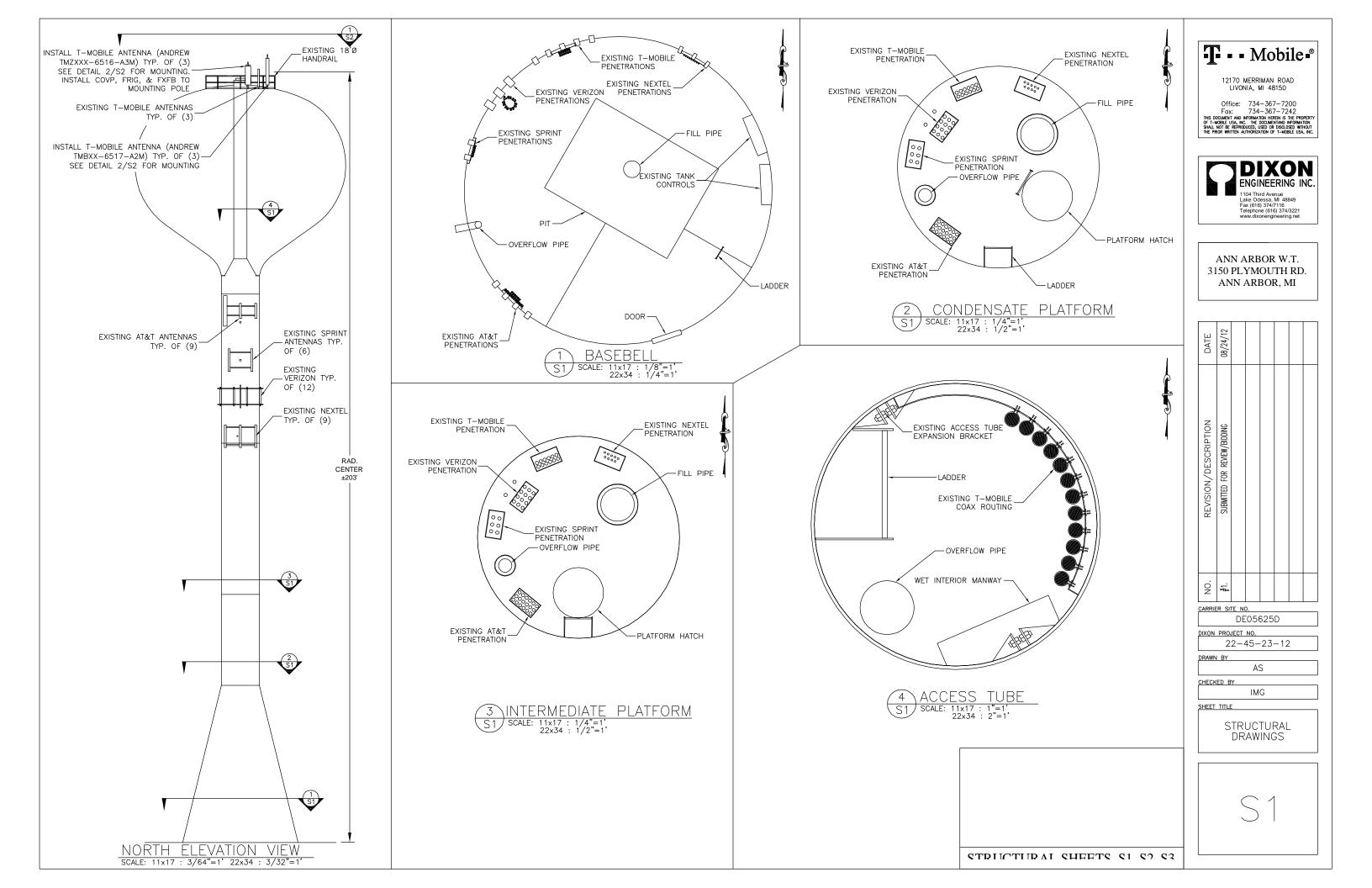
SITE ADDRESS: 3128 PLYMOUTH RD. ANN ARBOR, MI 48103

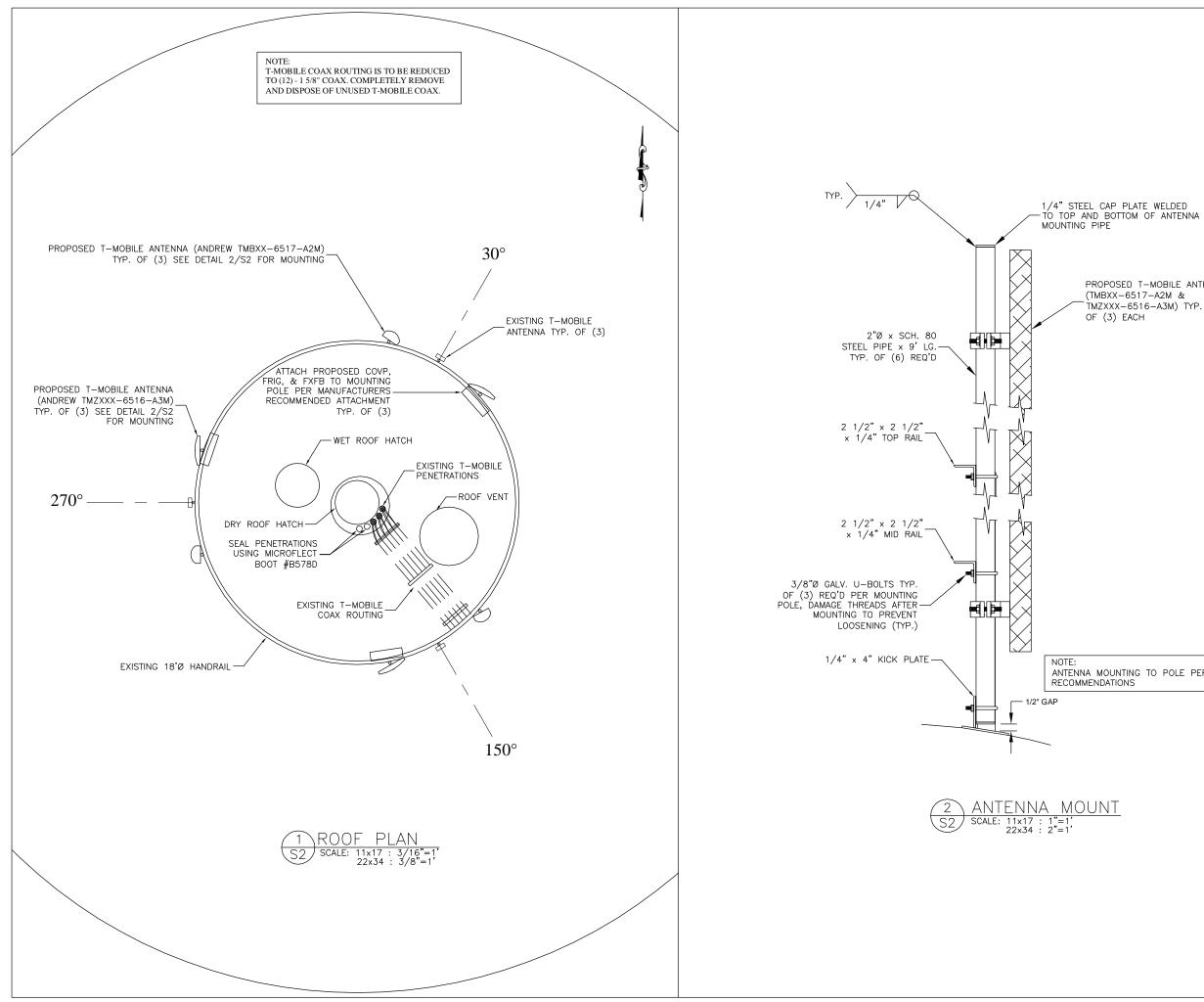
Sheet Title:

EQUIPMENT DETAILS

Sheet Number:

C-3





PROPOSED T-MOBILE ANTENNA TMZXXX-6516-A3M) TYP.

ANTENNA MOUNTING TO POLE PER MANUFACTURER'S





ANN ARBOR W.T. 3150 PLYMOUTH RD. ANN ARBOR, MI

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REVISION/DESCRIPTION	SUBMITTED FOR REVIEW/BIDDING						
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IMG Sheet title							
STRUCTURAL DRAWINGS							
S2							

GENERAL WELDING:

- 1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
- 2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- 3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
- 4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
- 5. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- 6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

GENERAL PAINTING INSTRUCTIONS:

1. SHOP PAINTING:

ABRASIVE BLAS	ST CLEAN ALL NEW STE	EL TO COMMERCIAL	GRADE (SSPC-SP6)	CONDITION
AND APPLY A	THREE COAT EPOXY/U	RETHANE SYSTEM AS	FOLLOWS:	
<u>COAT</u>	TNEMEC SERIES	<u>minimum dft</u>	<u>MAXIMUM DFT</u>	
PRIMER	27	2.0	3.0	
INTERMEDIATE	27	2.0	3.0	
TOP COAT*	1074	2.0	3.0	
EDGES TO BE	WEIDED IN THE FIELD	SHALL NOT RE COA	TED (LEAVE A MINIM	LIM OF

- 2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)
- 3. FIELD PAINTING:

EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.

4.	PREPARATION	OF GALVANIZED MATERIAL:		
	APPLY ONE C	COAT OF CLEAN 'N' ETCH AS	PER MANUFACTURER	'S RECOMMENDATIONS
	AND COAT IN	ACCORDANCE WITH COATINGS	S AS SPECIFIED BELC	DW:
	<u>COAT</u>	TNEMEC SERIES	<u>minimum dft</u>	<u>MAXIMUM DFT</u>
	PRIMER	66 HI-BUILD EPOXOLINE	2.0	3.0
	<u>top coat*</u>	1074 ENDURA-SHIELD	2.0	<u>3.0</u>
	TOTAL		4.0	6.0
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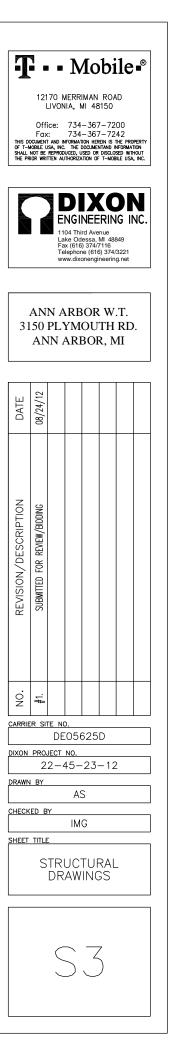
5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT: (ANTENNAS, COAX, MOUNTING BRACKETS)

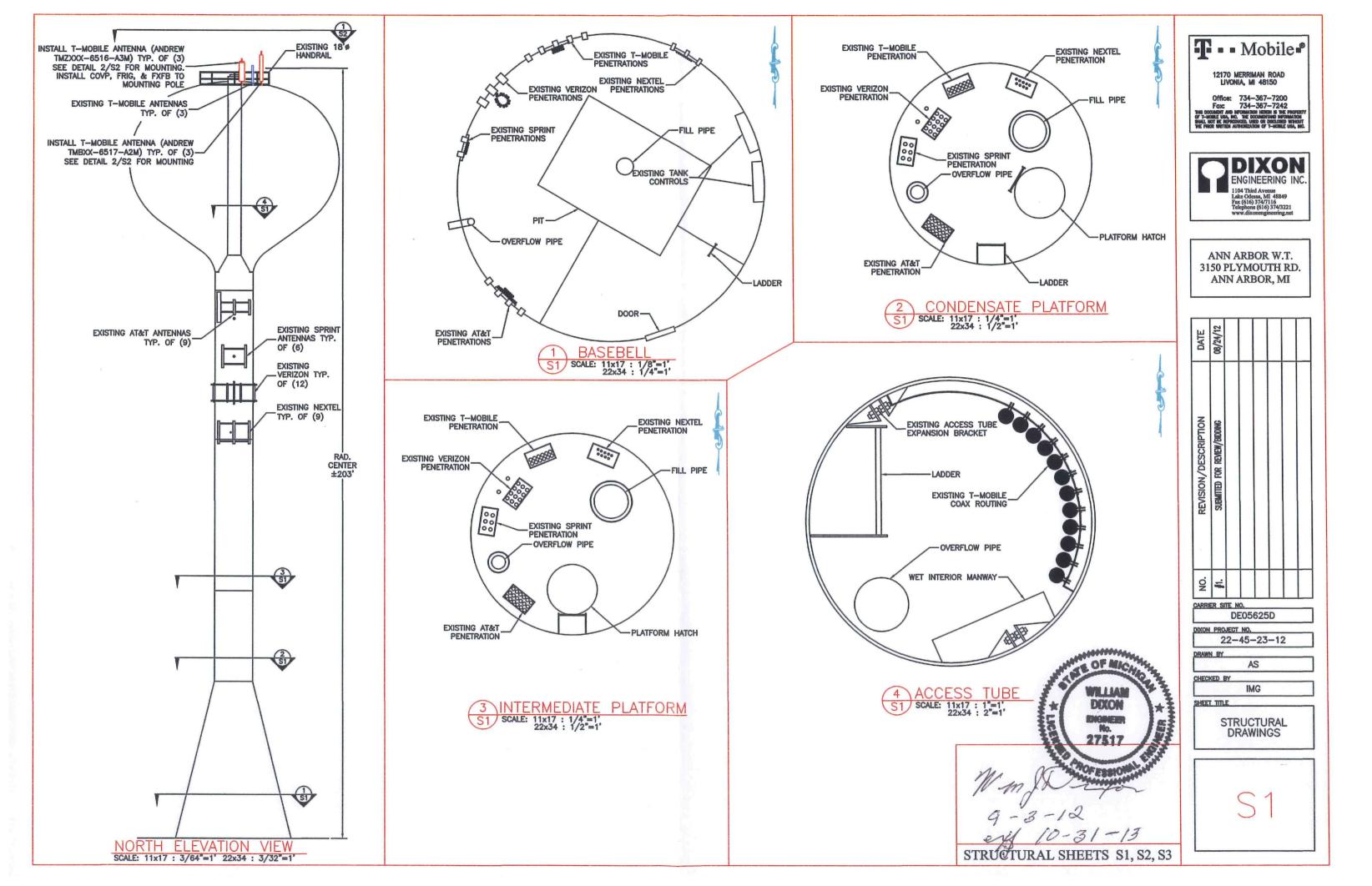
<u>COAT</u>	<u>TNEMEC SERIES</u>	<u>minimum dft</u>	<u>maximum dft</u>
PRIMER	135 CHEMBUILD EPOXY	3.0	4.0
TOP COAT*	1074 ENDURA-SHIELD	<u>2.0</u>	<u>3.0</u>
TOTAL		5.0	7.0

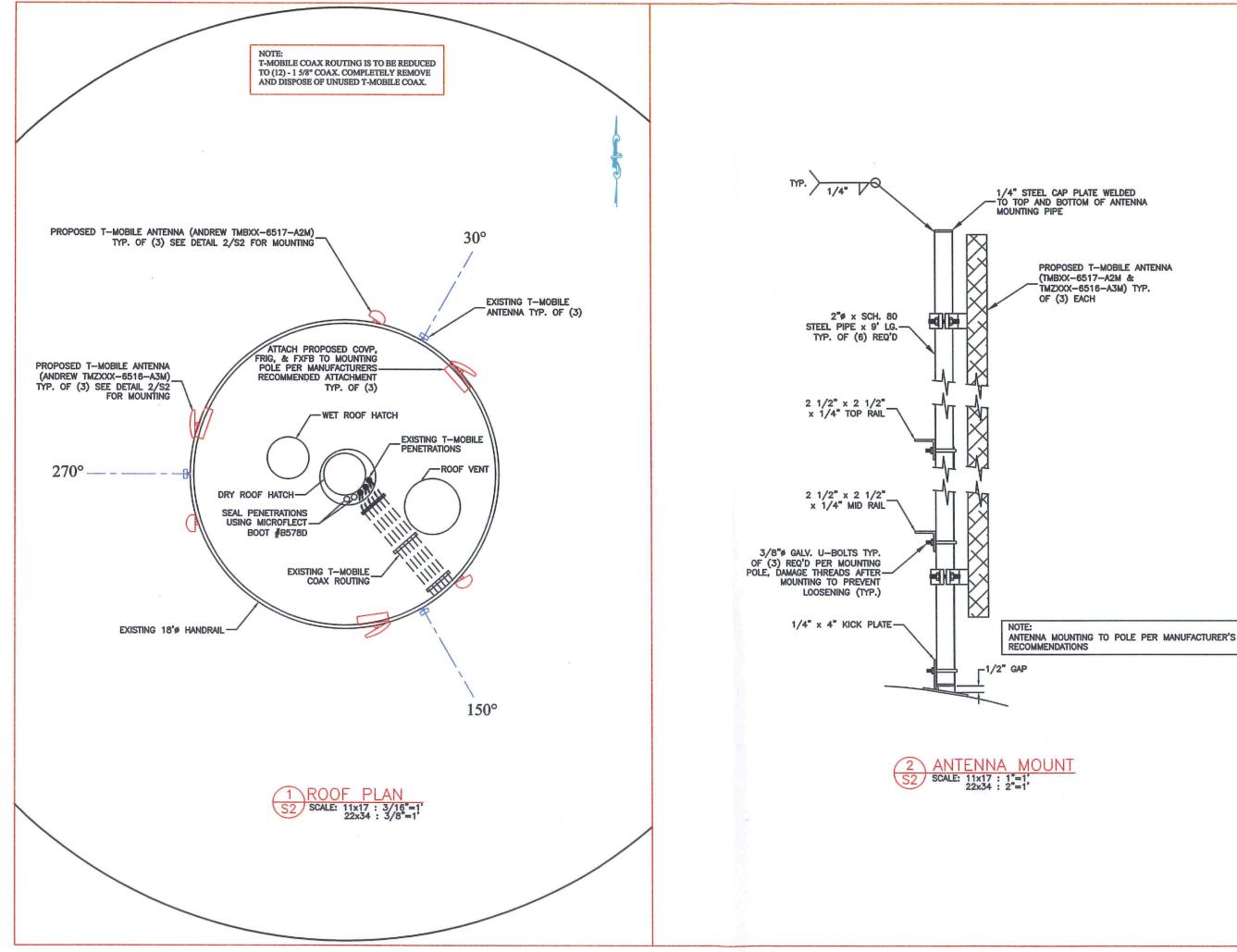
6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

GENERAL NOTES







PROPOSED T-MOBILE ANTENNA (TMBXX-6517-A2M & TMZXXX-6516-A3M) TYP.



GENERAL WELDING:

- 1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
- COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- 3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
- 4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
- USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- 6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

GENERAL PAINTING INSTRUCTIONS:

SHOP PAINTING:

ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	27	2.0	3.0
INTERMEDIATE	27	2.0	3.0
TOP COAT*	1074	2.0	3.0
			/

- EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)
- FIELD PAINTING:

EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.

4.	PREPARATION	OF GALVANIZED	MATERIAL:			
	APPLY ONE	COAT OF CLEAN	'N' ETCH AS	PER MANUFA	ACTURER'S RECOMM	ENDATIONS
	AND COAT IN	ACCORDANCE	WITH COATING	S AS SPECIFI	ED BELOW:	
	COAT	TNEMEC	SERIES	MINIMUM	DFT MAXIMU	M DFT
	PRIMER	66 HI-BUILD	EPOXOLINE	2.0	3.	0
	TOP COAT*	1074 ENDUR/	-SHIELD	2.0	<u>3.</u>	0
	TOTAL			4.0	6.	
-	DDEDADATIO	LOF ALL MICOF	LI ANEOLIC AN	TENNIA COULD	MENT.	

 PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT: (ANTENNAS, COAX, MOUNTING BRACKETS)

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	135 CHEMBUILD EPOXY	3.0	4.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL	and the second sec	5.0	7.0

6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

GENERAL NOTES



Exhibit 4

SECURITY AND ACCESS PROCEDURES

These procedures are applicable for the following City facilities: Plymouth and Manchester Water Towers, and the Water Treatment Plant.

You shall contact the Water Treatment Plant Manager at 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 nonemergency maintenance and repairs. During non-business hours or if the Plant Manager is unavailable, you shall contact the Supervisor-in-Charge at the Water Treatment Plant. 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.

The City of Ann Arbor will not escort or provide maps or direction to Licensee equipment locations at the Water Treatment Plant. It is the responsibility of the Licensee to provide sufficient direction to its personnel. Personnel who arrive on site without this information will not be permitted entry.

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 water tower site each day. The key must be returned at the end of each day work is performed. You are not permitted to keep the key overnight. You are not permitted to make copies of the key to the water towers. In all circumstances, including emergencies, you shall contact the Water Plant prior to arriving on the site to request a key.

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.

Access to the Site shall be in accordance with the Security and Access Procedures stated in this Exhibit 4. Provided Licensee complies with these Security and Access Procedures, 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 shall impair Licensor's response to any situation potentially compromising the security of the Site or the protection of the water supply of 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.

Licensor may from time to time and in Licensor's sole discretion, revise these Security and Access Procedures. A copy of each such revision will be sent to Licensee at the addresses identified in this Agreement.

If access by Licensee requires Licensor to visit the water tower, the Licensee will be responsible for the time and travel expense associated with the staff person visiting the Site. The Licensee shall promptly reimburse these expenses to Licensor upon presentation of an itemized invoice.