ANTENNA SITE LICENSE AGREEMENT

This Antenna Site License Agreement (the "Agreement") is made this _____ day of _____, 2015, by and between the City of Wyandotte, a Michigan municipal corporation, having a mailing address of 3200 Biddle Avenue, Wyandotte, Michigan 48192 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, Georgia 30324 (hereinafter referred to as "Licensee") and New Par d/b/a Verizon Wireless, a Delaware Partnership, having a mailing address of One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Managing Agent").

WHEREAS, Licensor is the owner of a Radio Communications Tower (the "Tower") and a parcel of property commonly known as 1077 Grove Street, Wyandotte, Michigan; and

WHEREAS, Licensor intends to license to Licensee a certain portion of the Tower and ground space located on the Site for the location of its antenna and associated radio equipment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall have the following meanings:

"Antenna Site" means the applicable portions of the Tower used by Licensee and the ground space on which Licensee's Equipment Enclosure Building is located, as set forth in the Plans, a copy of which is attached hereto as Exhibit A.

"Collection Agent" means the Managing Agent acting as collection agent for Licensor's designated recipient of the Monthly License Fee, the Wyandotte Building Authority, a duly authorized, and organized municipal building authority operating under the applicable laws, ordinances and regulations of the State of Michigan and Licensor.

"Equipment Enclosure Building" means that certain equipment building or exterior cabinet used by Licensee as described in Exhibit A.

"Managing Agent" means New Par d/b/a Verizon Wireless, a Delaware Partnership or other as designated by Licensor. Managing Agent is also sometimes referred to in this Agreement as the "Collection Agent".

"Plans" means the set of plans and specifications dated and revised as of the dates set forth thereon and as preliminarily and finally approved by Licensor, Licensor's City Engineer and, further, pursuant to subparagraph 14(d), Managing Agent. A complete set of the preliminary Plans are deemed incorporated herein by reference and when finally approved by Licensor shall be appended hereto as Exhibit A.

"Site" means that certain parcel of real property known as 1077 Grove Street in Wyandotte, Michigan used by Licensor and upon which Licensee has located its Antenna Site.

"Site Equipment" means any communications equipment, including base stations, up to (12) antennas, six (6) cables, (15) Remote Radio Heads, and three (3) demarcation boxes, together with

necessary transmission lines, poles, masts, cabling or wiring, no greater than 19.7 mm diameter, accessories and other items of personal property owned, leased or licensed by Licensee and approved by its commissions, committees and/departments for installation, operation and maintenance on the Antenna Site the present kind of which are more specifically described on Exhibit A or the same or a lesser number of similar or different antennae and related items of equipment referenced above whose design with respect to weight and surface area shall not exceed the structural limits (including wind loading capacity) of the Tower as determined pursuant to paragraph 2(d) hereof, all to be mounted between 160 feet and not to exceed 170 feet from the base of the Tower with a rad center of 165 feet. This does not include a combiner stick or antenna wherein communications are sublicensed.

2. License to Use. (a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligation of Licensee hereunder, Licensor has granted and does hereby grant to Licensee, a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense, of Licensee's Site Equipment, (as defined herein), and as more particularly described in Exhibit A. It is acknowledged that Licensor may license portions of the Site, other than the Antenna Site, to third parties provided the licensing of the space does not interfere with the uses of Licensee. In the event that Licensee requires any access and/or utility easement, Licensor agrees to grant such easements and execute such easement agreements as Licensee may reasonably request.

(b) This License is limited to allowing Licensee to install, maintain, repair, replace, upgrade and operate on the Antenna Site in the location or locations described in Exhibit A, the Site Equipment for purposes of providing: (i) communication services used in the operation of Licensee's business activities where Licensee holds a Federal Communications Commission ("FCC") license for said use, (ii) common carriage where Licensee holds an FCC license as a Radio Common Carrier, (iii) communications services for others where Licensee holds an FCC license as the system operator; or (iv) transceivers for use by others where others hold an FCC license for the operation of said transceivers. A copy of each license is attached hereto and made a part hereof as Exhibit C. Notwithstanding the above, and subject to the provisions of Paragraph 4(c), below, the replacement and/or upgrade of site equipment shall only be allowed without consent so long as the replacement/upgrade equipment does not exceed the weight and surface area as the Equipment shown in Exhibit A, provided however, that Licensee shall give Licensor and Managing Agent appropriate notice of any such upgrades pursuant to Paragraph 14, below.

(c) Licensee shall install the Equipment Enclosure Building to house its Site Equipment upon the Site according to the Plans as approved by Licensor, Licensor's City Engineer and further, pursuant to subparagraph 14(d) hereof, Managing Agent. Construction shall commence within sixty (60) days of the date the Plans are finally approved by the Licensor, weather conditions permitting. Such approval(s) shall not be unreasonably withheld.

(d) Licensee will hire Semaan Engineering Solutions: 1047 N 204th Avenue, Elkhorn, NE 68022 (402-289-1888) to perform all structural and loading analyses necessary to determine that the Tower is suitable for Licensee's approved use. This analysis will include all existing antennas and coax as well as Licensee's proposed antennas. Semaan Report to include percentage of structural capability with existing and proposed antennas with coax. Managing Agent will review all structural and loading analysis by Semaan for suitability of Licensee's approved use. Semaan Engineering Solutions must (i) offer prices for these services that are comparable to other companies in the industry for similar work and (ii) provide an invoice to Licensee that includes a cost breakdown of the services provided.

(e) At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Site, from an open and improved public road to the Antenna Site, for the installation, maintenance and operation of the Site Equipment and any utilities serving the Antenna Site.

3. Term. This Agreement shall commence as of the latter of the signature dates below (the "Commencement Date") and shall terminate on the Thirtieth (30th) Anniversary of the Commencement Date (the "Term") unless terminated as hereinafter provided.

4. Payments. (a) As rental for the Antenna Site, commencing on April 1, 2016, or the first day of the month following the date that Licensee commences construction, whichever is earlier (the "Rent Commencement Date"), Licensee shall pay to the Collection Agent for benefit of the Wyandotte Building Authority and to the account of Licensee, without demand, offset or counterclaim, except as expressly permitted herein, on the first day of each calendar month thereafter during the Term or any Holdover Term a monthly fee in the amount of Three Thousand Nine Hundred Fifty and no/100 Dollars ($3,950.00) (the "Monthly License Fee") subject to adjustment as provided herein.

(b) The Monthly License Fee is payable in advance on the first day of each month and shall be deemed delinquent if it is not received by the Collection Agent within thirty (30) days following Licensee's receipt of notice of delinquency. If the Monthly License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of twelve percent (12%) per annum (not to exceed the maximum amount permitted under applicable law) from the date due until paid. Licensor and/or its managing agent shall provide an invoice to Licensee for any such fees incurred. All late payment fees and interest charges shall be billed by , its Managing Agent or Collocation Agent within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by , its Managing Agent or Collocation Agent and shall not be payable by Tenant.

(c) On a date which is one (1) year following the Rent Commencement Date, and each year thereafter during the Term, the Monthly License Fee shall be increased by four percent (4%) over the Monthly License Fee paid in the last month of the immediately prior year. The increased Monthly License Fee shall be rounded up to the next highest dollar amount. If Licensee remains in possession of the Antenna Site after the termination of this Agreement, then Licensee will be deemed to be occupying the Antenna Site on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. During any Holdover Term following the expiration of this Agreement, the Monthly License Fee shall be One Hundred Fifty (150%) percent of the previous month's License Fee as long as Licensee occupies the Antenna Site or until this Agreement is renegotiated.

(d) In addition to the Monthly License Fee, Licensee shall pay the Managing Agent if, and when due, taxes or assessments as provided in Section 34 hereof.

(e) Notwithstanding anything set forth in Paragraph 2, above, the Monthly License Fee payable under paragraph 4(a) above shall be for the installation, maintenance and operation of the maximum number of antennae, and related equipment permitted hereunder. At any time during the Term of this Agreement, Licensee shall have the right to add to the Site Equipment located on the Tower, upon 30 days

prior written notice to the Managing Agent and Licensor. In the event Licensee desires to add any new equipment to the Tower, Licensee shall provide the Managing Agent and the Licensor with the details of such addition which shall include, but not be limited to the amount of repeaters, antennas, FCC licenses and frequencies and any other non-proprietary information which Managing Agent may deem reasonably necessary. Upon the addition of any additional Site Equipment to the Tower in excess of the quantities described herein, the Monthly Licensee Fee may be adjusted accordingly.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by the FCC, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"). If any new Technical Standards established by the FCC shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modifications or revisions within the time period required by the applicable law or regulation.

6. Interference. Licensor, Licensee and Managing Agent recognize the potential for broadcast and electronic interference inherent in multiple use of the Site and need to cooperate which each other, or any of Licensor's other licensees in preventing the occurrence of interference and promptly eliminating it, if it occurs. Consistent with this recognition and objective, Licensor, Licensee and Managing Agent agree as follows:

(a) At all times during the Term or any Holdover Term of this Agreement, Licensee agrees to use equipment of a type and tuned to a frequency so as to avoid causing interference to Licensor, the Managing Agent or any of Licensor's other licensees on the Site, as long as Licensor, Managing Agent and any other licensees on the Site operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Licensee agrees to make changes in or to its Site Equipment only as provided herein.

(b) Licensor agrees that the definitions of and procedures to prevent or eliminate interference contained in this Agreement shall be uniform for all users of the Site and will be included in all other leases or license agreements which Licensor may enter into with other licensees or tenants.

(c) As used in this Agreement, "interference" shall mean a material impairment of the quality of sound, picture or data signals on any broadcasting activity or electronic equipment used as compared with that which would be obtained if no other broadcaster were using or had equipment on the Tower different than what existed on the date of this License. To the extent applicable, the existence of interference and procedures for preventing or eliminating it shall be according to rules and regulations of the FCC and the recommended practice of the Electric Industries Association ("EIA").

(d) Licensee acknowledges that its knowledge, experience and resources on the subject of interference and the recommended practices of EIA and the rules and regulations of the FCC are superior to Licensor's. Licensee agrees that at all times it will conduct its operations in full compliance with applicable practices of EIA and applicable rules and regulations of the FCC and that upon written request by Licensor regarding any particular operation or activity, will provide written documents confirming the required compliance.

(e) Licensee acknowledges that in addition to Licensor, the Tower may be used by the Licensee's competitors for the approximate placement of antennas on the Tower as shown in Exhibit B and agrees that it will not knowingly or intentionally install its equipment or conduct its operations on the Antenna Site in a manner which will prevent obstruct or interfere with its competitor from realizing the same level of broadcasting quality that Licensee desires and expects to obtain under this Agreement, as long as such radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Licensor will not knowingly or intentionally grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Site Equipment, the operations of Licensee or the rights of Licensee under this Agreement. Licensor and/or its managing agent will endeavor to notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Site. Licensor will not knowingly , nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Site Equipment, the operations of Licensee or the rights of Licensee under this Agreement.

(f) In order to prevent the occurrence of interference and allow the parties to promptly identify possible sources of interference if it occurs, each party shall provide the Licensor, Licensee and Managing Agent and other licenses identified by Managing Agent with thirty (30) days prior written notice of the day, time and nature of all work performed, on the Tower as part of installations, repairs, maintenance, movement or replacement, with technical specifications for all new equipment. In the case of emergencies or situations which require more immediate activity, the written notice shall be provided as far in advance as feasible under the circumstances, in which case, the actual date and time of the activity shall be confirmed by a second notice.

(g) The parties agree to promptly notify the other of any interference experienced with their respective broadcasting activities believed to be attributable to others, including the date and time it was first experienced and a description of the interference. The interfering party will cause such interference to cease within forty-eight (48) hours after receipt of notice and proper documentation of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, the interfering party shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(h) Licensee's installations, operations and use on the Antenna Site shall not cause interference with existing broadcast activities or electronic equipment of Licensor or other Tower users, as long as such radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Any such interference shall be eliminated by Licensee at its expense in a prompt manner consistent with the nature, extent and effects of the interference. If the interference is disrupting or substantially reducing the continuous nature and required quality of Licensor's public safety communications, (Department of Public Services, 911 or Police) Licensee shall immediately suspend its operations upon receiving written notice from Licensor to do so until the interference has been eliminated or remedied (except for intermittent testing to determine the cause of such interference). Licensee's failure to immediately suspend operations shall be a default. Following notice and opportunity to cure, Licensor may take those actions granted in Section 19 hereof, including, but not limited to, specific performance.

(i) If interference with Licensee's broadcast activities or electronic equipment is caused by a change in Licensor's, Managing Agent's installations or operations from those which existed on the date of this Agreement, or by other licensees or Tower users, then Managing Agent and Licensor agree to cooperate in taking reasonable steps to correct the condition causing the interference, as provided in subsection (j). Any such interference shall be eliminated by Licensor and Managing Agent at their expense in a prompt manner consistent with the nature, extent and effects of the interferencc.

(j) Claims by or against the parties and/or other Tower users regarding interference and any disagreements regarding the existence and sources of interference shall be resolved consistent with the following general principals or as may be otherwise agreed by the parties involved in the claim or disagreement.

(1) Time is of the essence.

(2) Interference claimed should be specifically described, and whenever possible, specify the alleged or potential sources and proposed or requested corrective measures.

(3) Parties alleged to be causing interference shall voluntarily implement requested corrections whenever possible, consistent with their analysis of the claim.

(4) Parties causing interference shall be responsible for the cost of correction.

(5) Where requested or suggested corrections are voluntarily implemented and do not correct the interference, the cost of implementation and restoration to the prior condition shall be the responsibility of the party who made the request or suggestion.

(6) Disputes regarding the existence and/or sources of claimed interference shall be resolved, within fourteen (14) days of affected party's being informed by the Managing Agent of such interference and when necessary, by analysis and opinion of an independent expert selected at random, from names submitted by the parties involved in the dispute or designated by Licensor, if Licensor is not involved in the dispute, with the cost of the independent expert to be paid pro rata and in advance by the parties found to be causing the interference.

(7) The determinations and any recommendations for correction of interference by the independent expert shall be binding upon and immediately implemented by, the responsible parties. The parties agree that the State of Michigan is the proper jurisdiction for any legal disputes and Wayne County is the proper venue.

7. Approvals.

(a) Licensor agrees that Licensee's ability to use the Site is contingent upon the suitability of the Site for Licensee's permitted use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Site, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's permitted use under this Agreement and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Site surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Site, necessary to determine if Licensee's use of the Site will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Any work performed or

testing must be done so that the Antenna Site remains in the same condition as it was prior to starting the work. Licensee shall make commercially reasonable efforts provide Licensor with the results of any such tests and reports, subject to Licensor's execution of a confidentiality agreement regarding same.

8. Electrical Facilities. Licensee shall furnish its own internal underground electrical facilities from Managing Agent's central location to the Antenna Site. Licensee shall supply sufficient power for Licensee's Site Equipment at its own cost and expense. Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) for all cost of electric power. In the event that Managing Agent shall determine that it will be necessary to temporarily interrupt the electrical power to the Antenna Site, Managing Agent shall provide not less than seventy-two (72) hours advance written notice to Licensee of such temporary interruption including the period of time during which such interruption shall continue. Licensor shall permit Licensee, at Licensee's expense to use a temporary power source during such interruption.

Temporary interruption in the power provided by such facilities shall not render Licensor or the Managing Agent liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof unless caused by Licensor's or the Managing Agent's sole gross negligence or willful act. Neither Licensor, nor the Managing Agent, shall have any liability to Licensee if any of Licensee's Site Equipment fails because of a loss of any electrical power. Notwithstanding the foregoing, the Managing Agent shall at all times be able to request that Licensee shut down the electrical service to the Antenna Site and Licensee's Site Equipment in connection with any maintenance operation conducted for Tower; provided Licensee is given sufficient notice and the ability to use a temporary power source. The Managing Agent agrees to make a reasonable effort to schedule any such shutdown at such time as may minimize any interruption to Licensee's operations at the Antenna Site. Licensee shall be permitted to provide its own temporary emergency power during periods when electrical service is not available.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the FCC, Federal Aviation Administration, local Building and Fire Codes).

10. Maintenance. Subject to Licensor's obligations hereunder, Licensee shall accept the Antenna Site in an "As Is" Condition. Licensor will maintain and repair the Site and access thereto, the Tower, and all areas of the Site where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensee shall keep its Site Equipment and the areas immediately surrounding same in good order, condition and repair and be neat and clean, subject to reasonable wear and tear and damage from the elements. Damaged or destroyed antennae and equipment shall be removed, repaired or replaced, as determined by Licensee. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance in violation of applicable law, or interfere with Licensor, the Managing Agent or any other licensee in violation of this Agreement in their operations in or on the Site. Neither Licensor, nor the Managing Agent shall have any obligation to Licensee to maintain, operate or safeguard the Site Equipment.

11. Assignment and Sublicensing. (a) Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement, in the property or the assigned space without the prior written consent of Licensor; provided, however, Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one (51%) percent of its stock or assets of Licensee in the market as defined by the FCC in which the Site is located. Licensee shall not be permitted to sublicense to, or share its Site Equipment (except as provided herein) with, third parties without the prior written consent of Licensor's which consent Licensor may withhold in its sole discretion.

(b) Subject to Section 38 hereof, Licensor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Site and no further liability or obligation shall thereafter accrue against Licensor hereunder.

12. Inspection/Access. On twenty-four hours advance written notice and provided that Licensee or its authorized representative is present, Licensee shall permit Licensor, the Managing Agent, their agents or representatives at all reasonable hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment unless Licensee or its authorized representative is present and permits such action, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform following notice and opportunity to cure, and (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations.

13. Installation of Licensee's Site Equipment. (a) Subject to subparagraph 14(d) hereof and unless otherwise agreed in writing between Managing Agent and Licensee, no installation of Licensee's Site Equipment shall occur without review and approval by the Managing Agent of Licensee's planned installation which approval will not be unreasonably withheld, conditioned or delayed. If Licensee fails to install its Site Equipment in accordance with the Plans as reviewed and approved by the Managing Agent, Licensee shall be liable to Licensor, the Managing Agent and other licensees or users of the Site for any damages that may occur as a result.

(b) If necessary to remedy interference, Licensee at its sole cost and expense, agrees to install isolators, cavities, and filters on its equipment and to comply with the highest engineering standards prevailing from time to time in the communications industry.

(c) Should Licensee fail to install and maintain its Site Equipment in accordance with the EIA standards and the Plans set forth herein, the Managing Agent shall notify Licensee of any such failure, and Licensee shall reinstall or modify and maintain its Site Equipment in accordance with EIA standards and applicable law.

The equipment listed on Exhibit A is and shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Antenna Site at Licensee's expense within one hundred twenty (120) days following the termination of this Agreement. Licensor may exercise its rights under Paragraph 17 if any Site Equipment is found on the Site after such period.

(d) Licensee shall clearly and conspicuously mark the equipment itemized in Exhibit A with the Licensee's name and frequency number(s). Licensee shall also post a copy of its FCC license on its Site Equipment upon installation.

(e) Pursuant to subparagraph 14(d) hereof, the installation and location of all Site Equipment listed on Exhibit A is subject to the prior approval of the Managing Agent. No equipment other than that set forth in Exhibit A shall be installed by Licensee without prior written notice to the Managing Agent as provided in Paragraph 4(e) hereof, provided that (i) replacements of equipment that is damaged or non-operational or (ii) equipment located within the Equipment Enclosure Building shall not require Licensor approval.

(f) Licensee shall, in the use of the Antenna Site, comply with all applicable federal, state, county, and local governmental laws, rules, and regulations.

(g) Licensee has been granted the right prior to execution of this Agreement to enter upon the Site for the purpose of making necessary engineering surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Licensee Site Equipment as set forth in Exhibit A.

14. Managing Agent's Review of Plans and Approval of Contractors. (a) Prior to installing or allowing any Site Equipment to be installed in or on the Antenna Site, Licensee shall submit to the Managing Agent detailed Plans and specifications of the planned installation for the Managing Agent's review. The submittal to the Managing Agent shall include as a minimum the following information. The FCC license call sign and expiration date; the equipment make, model and serial number; the antenna make and model; the radio frequency power output of transmitter; the transmitter frequency and transmitter cystal oscillator frequency; and receiver frequency. The Managing Agent shall have a reasonable period of time (not to exceed thirty (30) days) to review and approve the Plans, such approval not to be unreasonably withheld, conditioned or delayed. Such Plans and specifications must in all events be in compliance with the Technical Standards. In no event will the Managing Agent's review of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's. After Managing Agent's (i) failure to respond in writing to Licensee's proposed Plans within thirty (30) days of their receipt; or (ii) failure to provide a written response within fifteen (15) days of receipt of Plans revised by Licensee after comment from Managing Agent in accordance with this Section, the Plans will be deemed approved. The Parties agree to execute an amendment document evidencing such approval or deemed approval of a change to any exhibits. If Managing Agent disapproves the Plans then the Licensee will provide Managing Agent with revised Plans, such revisions to be within Licensee's reasonable discretion. In the event Managing Agent disapproves of the revised Plans, Licensee may either (i) make further revisions to the Plans and submit them to Managing Agent for review or (ii) terminate this Agreement without further liability by providing written notice to Managing Agent. Managing Agent will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Licensee promptly upon request.

(b) The Managing Agent shall be notified within two (2) days of any contractors performing regularly scheduled installation, modification or maintenance work on behalf of Licensee on the Tower.

(c) The Managing Agent may, upon written request by Licensee, install and/or maintain Licensee's Site Equipment. If so requested, Licensee and the Managing Agent shall enter into a separate agreement to perform such services for an additional fee.

(d) Notwithstanding any provision of this Agreement to the contrary, whenever Managing Agent is called upon and required to grant any approval, undertake any action or perform any service on behalf of or for the benefit of Licensee under this Agreement, Managing Agent shall be deemed to have granted such approval, or to have authorized Licensee to undertake such action and perform such service if upon seven (7) business days prior written notice, Licensee has apprised Managing Agent of the need that such approval be granted, such action be taken or such services be performed, and Managing Agent has failed, refused or neglected to grant such approval, undertake such action or perform any service as provided in this Agreement.

15. Removal of Site Equipment. (a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Antenna Site to its original condition, ordinary wear and tear and casualty beyond Licensee's control excluded. If Licensee removes Site Equipment prior to the expiration of the Term and does not terminate this Agreement, Licensee is still obligated to continue Monthly License Fee payments.

(b) If Licensee does not remove its Site Equipment within one hundred twenty (120) days following the expiration or termination of this Agreement (and after the Managing Agent has given Licensee thirty (30) days written notice of Licensee's failure, the Managing Agent may remove and/or dispose of such Site Equipment as the Managing Agent sees fit, all at Licensee's cost and expense, which shall be additional rent hereunder. The Managing Agent shall return the Site Equipment upon receipt of all amounts due hereunder. Subject to the holdover provisions of Paragraph 4(c), in connection therewith, Licensor agrees that if Licensee requires permission to maintain its Site Equipment on the Antenna Site after the termination of this Agreement, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than one hundred twenty (120) days after the expiration or termination of this Agreement.

(c) All portions of the Site Equipment brought onto the Site by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term, subject to the holdover provisions of Paragraph 4(c). Licensor covenants and agrees that no part of the Site Equipment constructed, erected or placed on the Antenna Site by Licensee will become, or be considered as being affixed to or a part of, the Site, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Antenna Site will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Licensee will repair any damage to the Site resulting from Licensee's removal activities. Within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Antenna Site, Licensee shall remove all of its above-ground improvements, at Licensee's expense. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Site any underground utilities or transmission lines.

16. Warranty of Title. Licensor warrants that: (i) Licensor solely owns the Site in fee simple, solely owns the Tower and has rights of access thereto; (ii) Licensor has full right to make and perform this Agreement, (iii) Licensor covenants and agrees with Licensee that upon Licensee paying the Monthly License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Antenna Site; (iii) the Site is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's permitted use and enjoyment of the Antenna Site under this Agreement; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest. Municipal financing and/or bond issues are exempt from the provisions of this Paragraph.

17. Termination. Except as otherwise provided elsewhere in this Agreement, this Agreement may be terminated by Licensee as follows: (i) upon Licensor's failure to provide access to the Site as required by Section 2(e) of this Agreement within forty eight (48) hours after written notice of such failure; (ii) upon Licensor's failure to cure an interference problem as required by Section 6 of this Agreement within five (5) business days after written notice of such failure; (iii) upon any other default of any covenant or term hereof by the Licensor, which default is not cured within forty-five (45) days of Licensor's receipt of written notice specifying the existence and nature of the default; provided, however, that if any such default cannot reasonably be cured within the period of forty-five (45) days, Licensor shall be deemed to have cured such default if within said period of forty-five (45) days Licensor commences to cure such default and thereafter diligently prosecutes the curing of such default to completion; or (iv) if Licensee is unable to obtain or maintain any license, permit or other approval necessary for its construction and operations at the Site or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; (v) if Licensee is unable to occupy and utilize the Site due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; (vi) the non-renewal, revocation or cancellation of any common carrier construction permit and/or license of any type issued to Licensee by the FCC for purposes of conducting its communications operations for the Site; or (vii) upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to twenty-four (24) months' Monthly License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any other termination provision contained in any other Section of this Agreement. Payments shall cease and termination fee due and payable only after all equipment and personal property of Licensee is removed as required by Section 15(c) hereof. Subject to Section 15(c) hereof, there shall be no "abandon in place" permitted unless specifically agreed to and accepted by Licensor.

18. Default. The following shall be deemed to be events of default under this Agreement:

(a) The Monthly License Fee provided for in paragraph 4 of this Agreement remains unpaid for thirty (30) days after Licensee has received notice of such failure.

(b) Licensee fails to comply with any of the non monetary terms, conditions and covenants herein and does not cure such default within forty-five (45) days after written notice thereof to Licensee specifying the existence and nature of the default; provided, however, if such default cannot reasonably be cured within then forty-five (45) day period, Licensee shall be deemed to have cured such default if Licensee has commenced to cure such default within the forty-five (45) day period with reasonable diligence and in good faith and thereafter diligently prosecutes the curing of such default to completion.

(c) Licensor fails to comply with any covenant or term hereof, but subject to the provisions set forth in paragraph 17 above.

(d) Licensee files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statue of the United States or any state thereof, or Licensee becomes the subject of any involuntary bankrupt or is adjudicated insolvent in proceedings filed against Licensee thereunder.

19. Remedies upon Default. Upon the occurrence of any default by Licensee, all amounts due hereunder as of the date of the default shall be due and payable, including all late charges, and Licensor may terminate this Agreement and re-license the Antenna Site all without prejudice to any other remedies Licensor may have provided for herein or at law or in equity. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity, including, but not limited to, specific performance.

20. Waiver of Licensor's Lien (a) Licensor waives any lien rights it may have concerning the Site Equipment which is deemed Licensee's property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent, provided, however, any such removal shall be at Licensee's cost. Licensee shall promptly repair any damage caused by such removal and nothing in this provision shall be deemed to diminish in any way Licensee's obligation to pay the Monthly License Fee or any other amount due hereunder during the Term of this Agreement, as it may be extended.

(b) Licensor acknowledges that Licensee contemplates entering into a financing arrangement including promissory notes and a financial and security agreement ("Financing Agreement") for the financing of Licensee equipment (the "Collateral") with a third part or parties (the "Financing Entity"). In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; (iii) waives any lien rights it may have concerning the Collateral; and (iv) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Monthly License Fee due or to become due and that such Collateral is deemed Licensee's personal property and may be removed at any time without recourse to legal proceedings, provided, however, Licensee shall promptly repair any damage caused by such removal and nothing in this provision shall be deemed to diminish in any way Licensee's obligation to pay the Monthly License Fee or any other amount during the full Term of this License. Licensee agrees to notify Licensor in writing that Licensee has entered into the Financing Agreement and of the identity of the Financing Entity.

(c) Licensor consents to the assignment by Licensee of this Agreement to the Financing Entity described in paragraph 20(b) above as security for the payment of all indebtedness and performance of

obligations under the Financing Agreement provided that such assignment shall not constitute assumption by the Financing Entity of any obligations under this Agreement unless and until the Financing Entity elects to assume Licensee's rights and obligations herein in the event Licensee defaults under the Financing Agreement or any other agreement with the Financing Entity related thereto. In such event, the Financing Entity may, at any time or from time to time, deem necessary to utilize the Antenna Site. Licensee hereby irrevocably authorizes Licensor to accept such performance by the Financing Entity. In the event the Financing Entity does not assume Licensee's rights and obligations under this Agreement, Licensee shall still be obligated to pay the Monthly Licensee Fee and perform all other obligations as set for in this Agreement.

21. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, any party with knowledge of the fire or casualty promptly shall give notice thereof to the other party. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensee. In the event of total destruction of the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors, thenceforth this License shall cease and come to an end. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Monthly License Fee on a pro-rata basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Site until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Monthly License Fee. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such destruction. If Licensor determines not to rebuild or restore the Site, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm.

Notwithstanding the foregoing, in the event of partial or total destruction of the Antenna Site by fire or other casualty, Licensee, as its sole option, may elect to temporarily install a mobile base station facility to continue its operations during the period of abatement if Licensor elects to rebuild the Antenna Site. During such period the Monthly License Fee shall continue to apply.

22. Condemnation and Loss or Damage. In the event Licensor receives notification of any condemnation proceedings affecting the Site, Licensor will provide notice of the proceeding to Licensee within forty-eight (48) hours. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate as of the date of taking or condemnation. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licensor. Licensee shall have all rights to its Site Equipment and personal property, which shall not be included in the award of any compensation to Licensor in the event of any taking or condemnation. Licensee will be entitled to reimbursement for any prepaid Monthly License Fee on a pro-rata basis.

23. Damages from Certain Causes. Neither Licensee, Licensor nor the Managing Agent shall be liable or responsible to the other parties for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience which may arise through

maintenance, repair or alteration of any part of the Site or Tower, or failure to make any such repairs as required hereunder.

24. Licensee's Liability Insurance

Licensee will procure and maintain during the Term, at its sole cost and expense, the following insurance: (a) (i) "All Risk" property insurance or self-insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Five Million Dollars ($5,000,000) combined single limit for bodily injury or death or property damage arising out of any one occurrence and in the aggregate; (iii) Automobile Liability with a combined single limit of Two Million Dollars ($2,000,000.00) per accident; (iv) Workers' Compensation Insurance as required by law; and (v) Employer's Liability with minimum limits of One Million Dollars ($1,000,000.00) each accident and by disease each accident and policy limits. The coverage afforded by Licensee's commercial general liability insurance shall apply to Licensor and Managing Agent as an additional insured, but only with respect to Licensor and Managing Agent's liability arising out of its interest in the Property. Licensee shall provide to Licensor and Managing Agent a certificate of insurance evidencing the coverages required by this paragraph prior to the Effective Date of this Agreement. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor and Managing Agent, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor and Managing Agent, its employees, agents or independent contractors; and

(iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

25. Waiver of Subrogation. Licensor and Licensee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Site or to the Site Equipment located thereon caused by, or that result from, risks insured against under any required insurance policies carried by the parties and in force at the time of any such damage. Licensor and Licensee shall cause each insurance policy required from them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Licensor nor Licensee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 24.

26. Hold Harmless. Neither Licensor, nor the Managing Agent nor their agents, servants, employees and subcontractors shall be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees or anyone claiming through Licensee for any damage to person or property caused by any act, omission or neglect of Licensee, its agents, servants or employees, and Licensee agrees to indemnify, defend and hold Licensor, the Managing Agent and their agents, servants, employees, and subcontractors, harmless from all liability and claims for any such damage resulting from any act, omission or neglect of Licensee, its agents, servants or employees, customers or invitees, except to the extent attributable to the negligent or intentional act or omission of Licensor, Managing Agent or their respective employees, agents or independent contractors.

Neither Licensee, its agents, servants, employees or subcontractors shall be liable to Licensor, the Managing Agent or their agents, servants, employees, customers or invitees or anyone claiming through Licensor, or Managing Agent, for any damage to person or property caused by any act, omission or

neglect of Licensor or Managing Agent, their agents, servants or employees, and Licensor, and Managing Agent agree to indemnity, defend and hold Licensee, and its agents, servants, employees and subcontractors harmless to the extent permitted by law, from all liability and claims for any such damage resulting from any act, omission or neglect of Licensor, Managing Agent their agents, servants or employees, customers or invitees, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

27. Limitation of Liability. Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

28. Notice. Any notice, communication, request or reply or in this Agreement required to be given, must be in writing and shall effectively be given if deposited in the United States mail, postage prepaid, certified or registered and addressed to the party to be notified, with return receipt requested, by a nationally recognized, reliable overnight courier or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this License, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service.

For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor, to:

City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn.: City Clerk, Lawrence Stec

With a copy to:

City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn.: City Engineer, Mark A. Kowalewski

If to Managing Agent :

New Par d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MI1668; Cell Site Name: City of Wyandotte
Fixed Asset No: 13226765
575 Morosgo Dr. NE
Atlanta, GA 30324

With Copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MI1668; Cell Site Name: City of Wyandotte
Fixed Asset No: 13226765
208 S. Akard Street
Dallas, TX 75202-4206

The parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least thirty (30) days prior written notice to the other party.

29. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

30. Attorney's Fees Venue. If any party fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and the other party places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, the non-performing party agrees to pay all reasonable costs associated with the same including reasonable attorney's fees provided that the performing party is adjudged the prevailing party in any such suit. The venue for any disputes shall be Wayne County, Michigan.

31. Non-Waiver. Failure of any party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee or Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

32. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

33. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and the Managing Agent and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be permitted or approved by Licensor (if required hereunder), Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

34. Taxes. (a) If required by applicable law, Licensor shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Licensor, including

any such taxes that may be calculated by the taxing authority using any method, including the income method. Licensee shall be responsible for any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Antenna Site, as well as a prorated portion of all real property taxes, if and as set forth in this Section. Licensee's responsibility for taxes under this Section shall be limited to any proportionate increase in taxes that is attributable to the value of Licensee's leasehold improvements. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements and/or Site Equipment on the Antenna Site, Licensor shall provide Licensee with copies of each such notice immediately upon receipt. For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Antenna Site. The expense of any proceedings described in this Section 34(b) shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid or borne by Licensee.

(c) Licensee shall have the right but not the obligation to pay any taxes due by Licensor under applicable law if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 341(c) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee.

(d) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 34 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the effective date of this Agreement, Licensor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax addresses changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration – Taxes
Re: Cell Site # MI1668; Cell Site Name: City of Wyandotte
575 Morosgo Drive NE
Atlanta, GA 30324

35. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

36. Governing Law. All of the terms of this Agreement shall be construed according to the laws of the State of Michigan.

37. Future Fiber Optic Capabilities. It is understood by the parties to this Agreement that the Licensor manages an advance fiber optic infrastructure within the City of Wyandotte. Licensee will consider becoming a client of the City of Wyandotte's fiber optic system, provided such services are provided at reasonable, competitive rates and that the system is technologically compatible with the system and equipment then utilized by Licensee.

38. Environmental. (a) Licensor represents and warrants that to the best of Licensor's knowledge, (i) the Site, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Site has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Site

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Site with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Site by Licensee.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Site conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Site, or any environmental, health or safety condition or matter relating to the Site, that, in Licensee's sole determination, renders the condition of the Antenna Site or Site unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Antenna Site would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor. Licensee shall provide Licensor with written notice describing the type of hazardous materials, environmental health or safety condition and location of same. Licensor shall have ninety (90) days to remove such condition.

39. Sale of Site. (a) Licensor shall not be prohibited from the selling, leasing or use of any of the Site except as provided below.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Antenna Site, or all or any part of the Site, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Site, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. New deed to Site
ii. Bill of Sale or Transfer, if any
iii. Copy of current Tax Bill
iv. New IRS Form W-9
v. Completed and Signed AT&T Payment Direction Form
vi. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Site for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Licensee's permitted use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Site for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

40. Rental Stream Offer. If at any time after the date of this Agreement, Licensor receives a bona fide written offer from a third party seeking an assignment or transfer of Monthly License Fee payments associated with this Agreement ("Rental Stream Offer"), Licensor shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the twenty (20) day period, Licensor may assign the right to receive the Monthly License Fee payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Licensor attempts to assign or transfer Monthly License Fee payments without complying with this Section, the assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Licensor complies with this Section; however, all such held payments will be made once Licensor is in compliance.

41. Memorandum of Agreement. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Agreement substantially in the form attached as Exhibit D. Either party may record this Memorandum of Agreement at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement.

42. Compliance with Law. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Licensee's use of the Site Equipment on the Site. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Site and any improvements on the Site.

43. W-9. As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including, any change in Licensor's name or address.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date aforesaid.

LICENSOR:

City of Wyandotte,
Michigan municipal corporation

By: _____ By: _____

Name: Joseph R. Peterson Name: Lawrence Stec

Title: Mayor Title: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this _____ day of _____, 2015 before me, personally appeared Joseph R. Peterson, as Mayor and Lawrence Stec, as City Clerk, acting on behalf of the City of Wyandotte, to me known to be the persons described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed.

_____
Kelly Roberts
Notary Public: Acting in Wayne County, Michigan
My Commission Expires: February 13, 2019

LICENSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: Terry Lundquist

Title: Sr. Tech Project Manager

STATE OF Indiana)
) ss:
COUNTY OF Allen)

On this 9th day of December, 2015 before me, personally appeared _____ Terry Lundquist, as Sr Tech Project mgr, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to me known to be the person described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed on behalf of the company.

VICKI PRICHARD
Notary Public, State of Indiana
My Commission Expires March 6, 2021

Vicki Prichard

Print Name: Vicki Prichard
Notary Public, State of Indiana
My Commission Expires: 3/6/21

MANAGING AGENT:

NEW PAR, Delaware partnership d/b/a Verizon Wireless
By: Verizon Wireless (VAW) LLC, its general partner

By: _____

Name: Lynn Ramsey

Title: Area Vice President Network

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this _____ day of _____, 2015 before me, personally appeared Lynn Ramsey, as Area Vice President Network, of Verizon Wireless (VAW) LLC, General Partner of New Par, a Delaware partnership d/b/a Verizon Wireless, on behalf of the limited liability company and partnership, to me known to be the person described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed on behalf of the companies.

_____
Print Name: _____
Notary Public: _____
My Commission Expires _____

EXHIBIT A

PLANS

The Site is legally described as follows:

That part of the Southwest 1/4 of Section 32, Town 3 South, Range 11 East, City of Wyandotte, Wayne County, Michigan, which is described as follows: Beginning at the Northeast corner of Lot 31, Wyandotte Industrial Subdivision No. 1, according to the plat thereof as recorded in Liber 87 of Plats, page 38, and proceeding thence South 0 degrees 07 minutes 40 seconds East 663.74 feet along the East line of Lots 31 and 30; thence North 14 degrees 37 minutes 30 seconds East 676.68 feet along the Westerly line of the former Detroit, Monroe and Toledo Shore Line Railroad right-of-way as represented by the extension, Northerly, of the Easterly line of Lots 27, 28 and 29; thence North 86 degrees 57 minutes 47 seconds West 169.61 feet along the Easterly prolongation of the North line of Lot 31 to the point of beginning, reserving therein, the Westerly 37.00 feet as a permanent easement for the Wayne County Drain No. 5.

Commonly known as: 1077 Grove Street, Wyandotte, Michigan

ANTENNA SITE LOCATION(S)

The following portions of the Site are licensed to Licensee.

1. Precast washed concrete Equipment Enclosure Building constructed by Licensee to house Site Equipment. The size of which is 10 feet x 20 feet (200 square feet) and located on the Site per the Plans.

2. A height of 165 feet to locate twelve (12) ET-X-UW-70-16-70-18-iR-AT antennas.

3. Six (6) Cable are permitted
   One (1) 10 mm fiber cable and five (5) 19.7 mm DC cables

4. Such other portions of the Site as are necessary for the operation of the Site Equipment.

EXHIBIT A

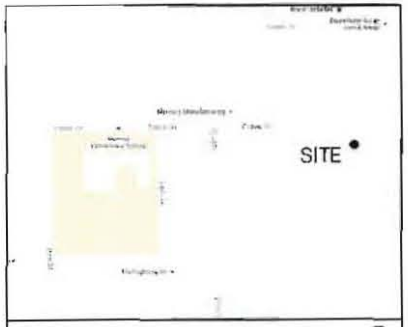
PLANS

The Site Equipment is described as follows:

(12) ET-X-UW-70-16-70-18-iR-AT antennas
Six (6) RRH2x60-1900 Remote Radio Heads
Three (3) RRH2x60-850 Remote Radio Heads
Three (3) RRH2x40 Remote Radio Heads
Three (3) RRH4x25-WCS-4R Remote Radio Heads
Three (3) DC6-48-60-18-8F Demarc Boxes
One (1) 10 mm Fiber
Five (5) 19.7 mm DC Cables

The Antenna Site is more fully described and/or depicted on the attached drawings consisting of five (5) pages.

NEW SITE BUILD
GOODMAN NETWORKS
SITE #: MI1668
SITE NAME: CITY OF WYANDOTTE
AT&T FA #: 13226765
1077 GROVE ST.
WYANDOTTE, MI 48192



AREA MAP

LOCATION MAP

LATITUDE: 42° 11' 31.00" N (42.19194°)
LONGITUDE: 83° 09' 58.00" W (-83.16611°)

1. FROM 16025 NORTHLAND DR, SOUTHFIELD, MI 48075
2. HEAD SOUTH ON M-39 S / SOUTHFIELD FWY
3. CONTINUE ONTO SOUTHFIELD RD.
4. TURN RIGHT ONTO FORT ST.
5. MAKE MICHIGAN LEFT AND HEAD EAST ON EUREKA RD.
6. TURN RIGHT ONTO 14TH ST.
7. TURN LEFT ONTO GROVE ST.
   SITE ON RIGHT AT END OF ROAD

DIRECTIONS TO SITE

SITE NAME:		CITY OF WYANDOTTE
SITE NUMBER:		MI1668
SITE ADDRESS:		1077 GROVE ST.
		WYANDOTTE, MI 48192
		WAYNE COUNTY
LANDLORD:	NAME	DEPARTMENT OF PUBLIC SERVICES
	ADDRESS	3200 BIDDLE AVE
	CITY, ST	WYANDOTTE, MI 48192
	TELEPHONE	(248)-650-8000
APPLICANT:	NAME	AT&T MOBILITY
	ADDRESS	16025 NORTHLAND DR
	CITY, ST	SOUTHFIELD, MI 48075
	TELEPHONE	(800)-632-2822

PROJECT SUMMARY

SHT NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	EQUIPMENT PLANS
C-3	TOWER ELEVATION
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
E-1	ELECTRICAL & ONE LINE DIAG.
G-1	GROUNDING PLAN
G-2	GROUNDING SCHEMATIC
N-1	GROUNDING DETAILS AND ELECTRICAL NOTES

DRAWING INDEX

BUILDING CODES

MBC, CURRENT EDITION
MBC, USE GROUP U
MBC, CONSTRUCTION TYPE 1B
NEC CURRENT ADOPTED EDITION

ELECTRICAL NOTES

SITE IS LESS THAN 3500 SQ. FT.
WITH 200 AMP SERVICE FEEDER.
ALL TELECOM EQUIPMENT IS +24/-48 VOLTS D.C.

AT&T TO INSTALL (12) ANTENNAS, (15) RRHS, (0) DEMARCATION BOXES, (1) FIBER OPTIC CABLE, (8) DC POWER CABLES, AND GROUND EQUIPMENT (INSIDE SHELTER) TO AN EXISTING TELECOMMUNICATIONS FACILITY.

PROJECT DESCRIPTION

at&t

Goodman Networks
Network Knowledge ... Delivered

CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL. (248) 723-8516
FAX: (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE.
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
2	30SEP15	REVISIONS	NB
1	26AUG15	REVISIONS	NB
0	13MAR15	FINAL CDS	NB
E	26FEB15	REVISIONS	NB
D	28JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	10JAN15	REVISIONS	NB
A	19NOV14	PRELIM CDS WOR	NB

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SHEET TITLE:
TITLE SHEET

PROJECT NO.:
MI1668

SHEET NUMBER:
T-1

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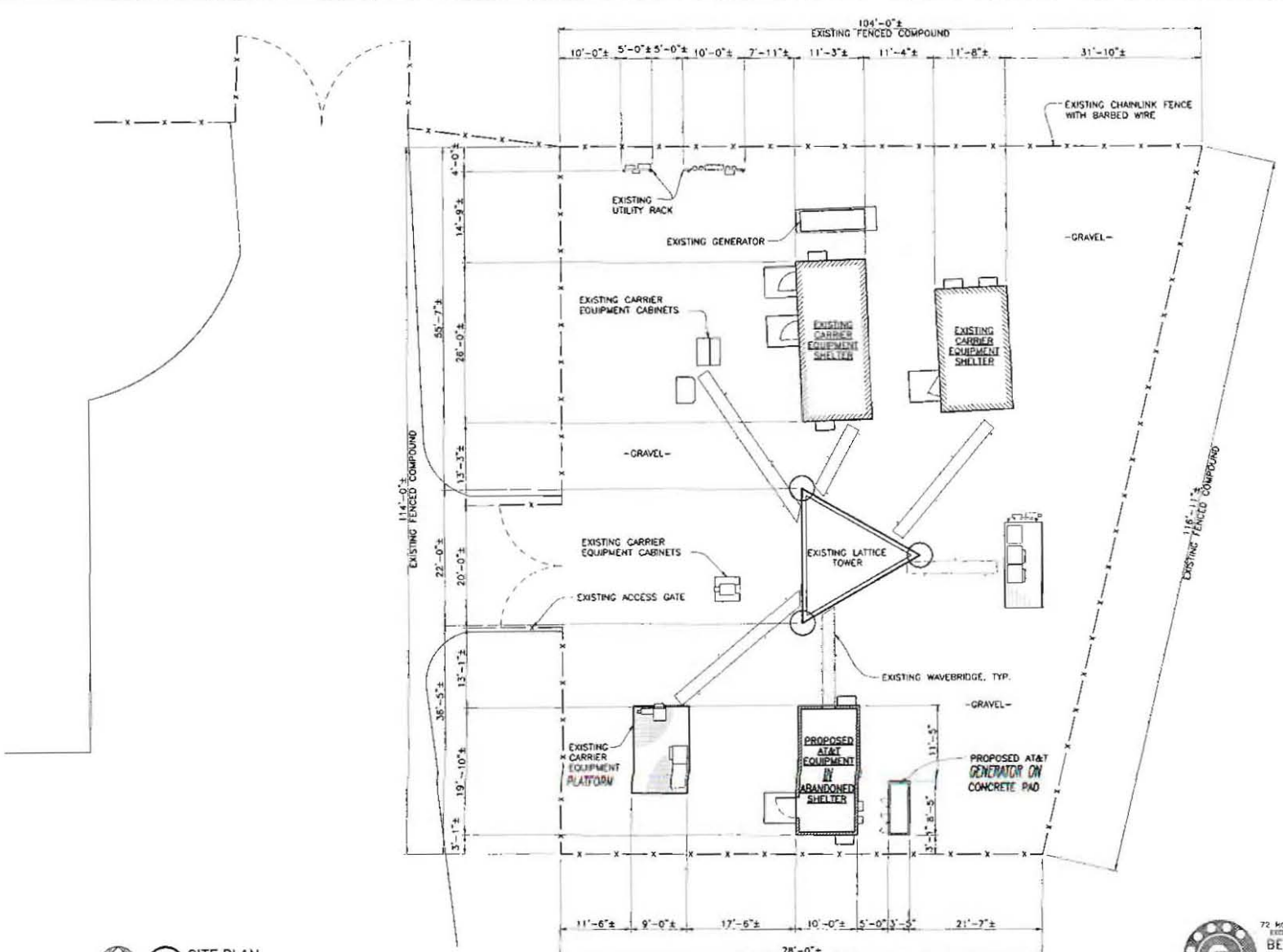

1 C-1 SITE PLAN
SCALE 1/8"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

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

at&t

Goodman Networks

CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-8516
FAX: (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
F	30SEP14	REVISIONS	NB
E	26AUG15	REVISIONS	NB
D	12MAR15	FINAL CDS	NB
C	26FEB15	REVISIONS	NB
D	23JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	13JAN15	REVISIONS	NB
A	19NOV14	PRELIM CDS 95%	NB

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SHEET TITLE:
SITE PLAN

PROJECT NO.:
MI1668

SHEET NUMBER:
C-1

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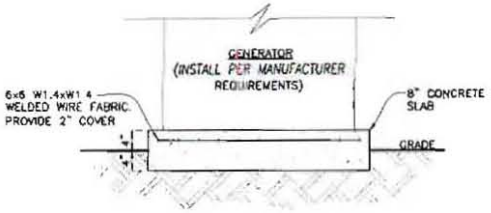
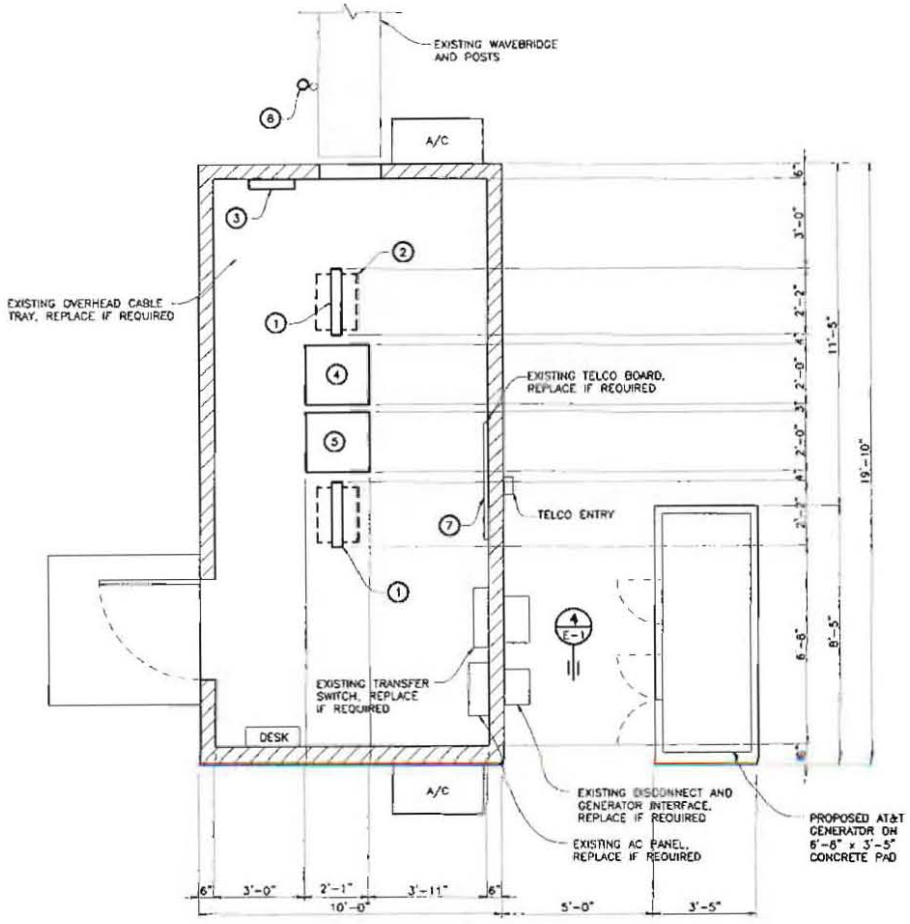
NEW EQUIPMENT LEGEND

1. PROPOSED 26" FIF RACK
2. PROPOSED BASE BAND UNITS AND SURGE PROTECTION ON NEW FIF RACK
3. 18"X18"X4" RSS INTERIOR EXCESS FIBER CABLE ENCLOSURE MOUNTED ON SHELTER WALL: MODEL: FB-15-ABOX CEO 10505 VENDOR: ROSENBERGER SITE SOLUTIONS
4. PROPOSED POWER PLANT
5. PROPOSED BATTERY RACK
6. PROPOSED GPS ANTENNAS MOUNTED ON WAVEBRIDGE POST. MAXIMUM CABLE RUN TO BE UNDER 30'-0"
7. NEW ALARM BLOCK MOUNTED TO TELCO BOARD



2 C-2 GENERATOR SLAB SECTION
SCALE 1" = 1'-0"



1 C-2 PROPOSED EQUIPMENT PLAN
SCALE 1/2"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

at&t

Goodman Networks

CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL (248) 723-8516
FAX (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

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1	20AUG15	REVISIONS	NB
G	12MAR15	FINAL CDS	NB
E	26FEB15	REVISIONS	NB
D	23JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	13JAN15	REVISIONS	NB
A	19NOV14	PRELIM CDS 90%	NB

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SHEET TITLE:
EQUIPMENT PLAN

PROJECT NO.: MI1668

SHEET NUMBER: C-2

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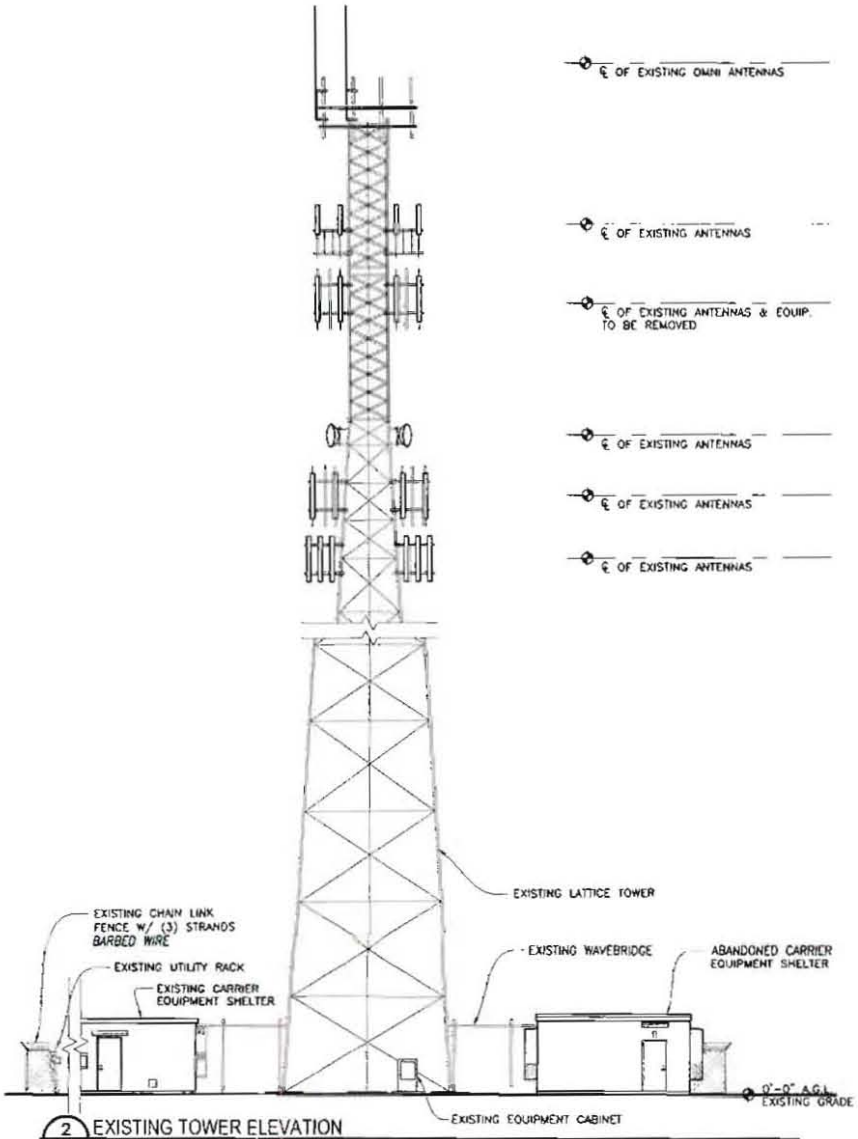


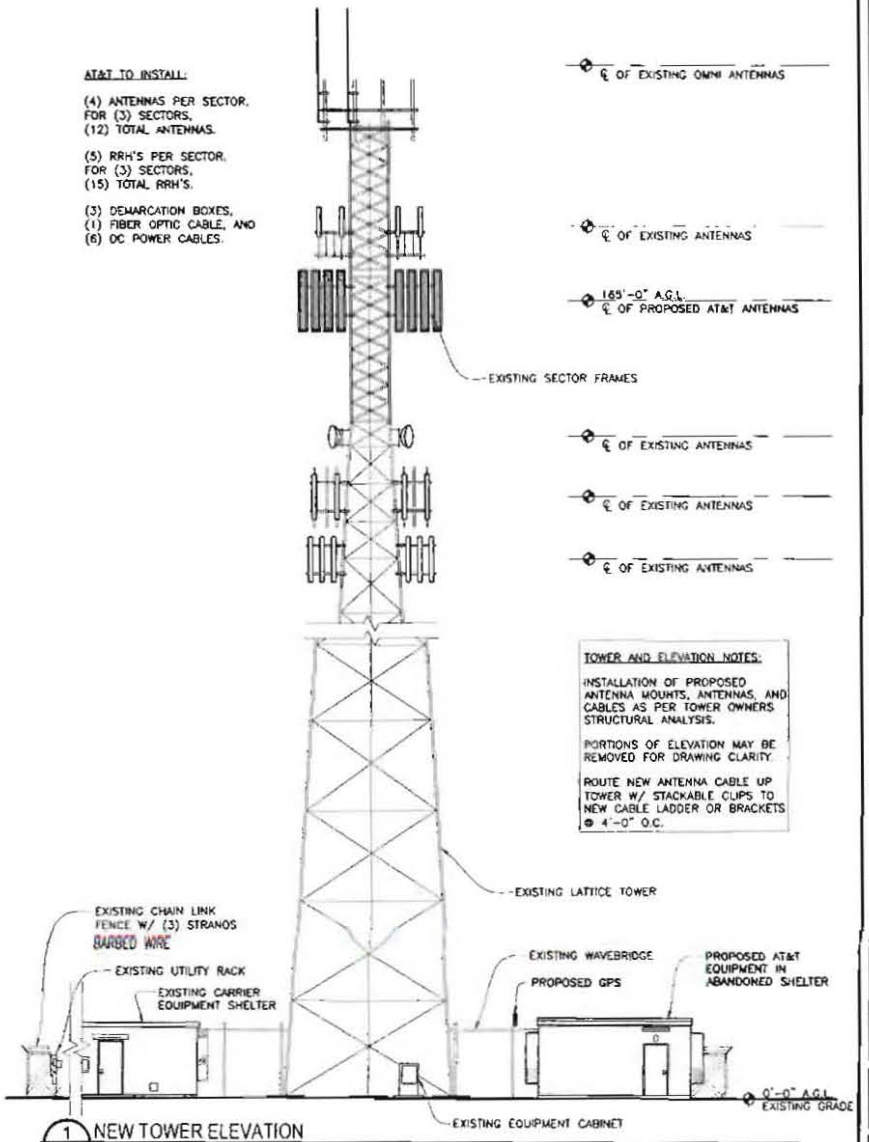
2 C-3 EXISTING TOWER ELEVATION
SCALE 1/8"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

AT&T TO INSTALL:

(4) ANTENNAS PER SECTOR, FOR (3) SECTORS, (12) TOTAL ANTENNAS.

(5) RRH'S PER SECTOR, FOR (3) SECTORS, (15) TOTAL RRH'S.

(3) DEMARCATION BOXES, (1) FIBER OPTIC CABLE, AND (6) DC POWER CABLES.



TOWER AND ELEVATION NOTES:

INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.

PORTIONS OF ELEVATION MAY BE REMOVED FOR DRAWING CLARITY.

ROUTE NEW ANTENNA CABLE UP TOWER W/ STACKABLE CLIPS TO NEW CABLE LADDER OR BRACKETS @ 4'-0" O.C.

1 C-3 NEW TOWER ELEVATION
SCALE 1/8"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

at&t

Goodman Networks

CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL. (248) 723-8516
FAX. (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

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2	30SEP15	REVISIONS	NB
1	20AUG15	REVISIONS	NB
0	12MAR15	FINAL CDS	NB
E	26FEB15	REVISIONS	NB
D	19JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	13JAN15	REVISIONS	NB
A	19NOV14	PRELIM CDS 90%	NB

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SHEET TITLE:
TOWER ELEVATION

PROJECT NO.:
MI1668

SHEET NUMBER:
C-3

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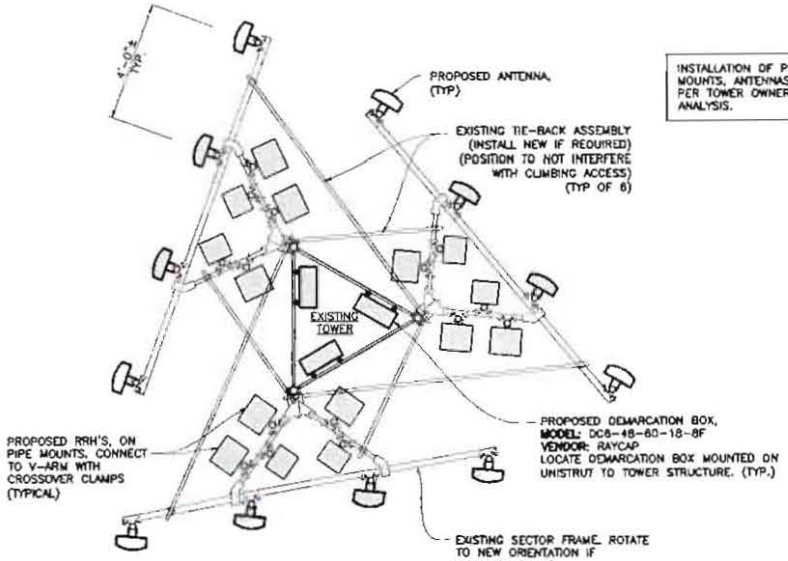
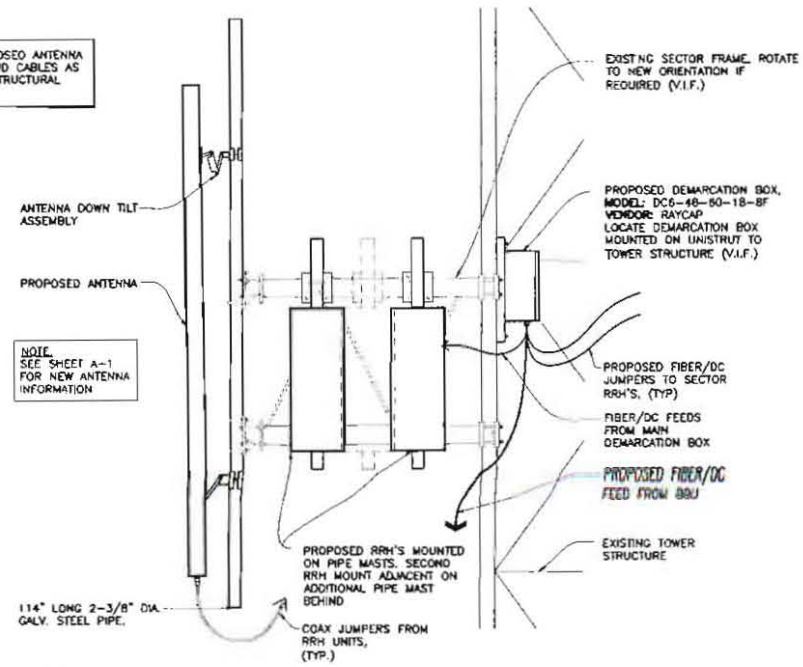


INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.



2 C-4 TYPICAL ANTENNA POSITIONING PLAN

SCALE: 1/2"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 1' 2' 4' 6'

1 C-4 ANTENNA MOUNTING DETAIL -TYP.

SCALE: 1"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 6" 1' 2' 3'

at&t

Goodman Networks

CHRISTOPHER WZACNY AND ASSOCIATES INC.

30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-8516
FAX: (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE.
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
2	30SEP15	REVISIONS	NB
1	20AUG15	REVISIONS	NB
0	12MAR15	FINAL CDS	NB
E	26FEB15	REVISIONS	NB
D	23JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	13JAN15	REVISIONS	NB
A	14NOV14	PRELIM CDS W/A	NB

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SHEET TITLE:
DETAILS

PROJECT NO.: MI1668

SHEET NUMBER: C-4

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EXHIBIT B

PROPOSED ANTENNAS AND LOCATIONS
1077 Grove Street, Wyandotte, Michigan

Approx. Location On Tower	Antenna Type	Carrier
120 Feet	(12) Panel Antennas Three (3) Radio Heads Three (3) Strikesorb Squid	Verizon
135 Feet	Six (6) Panel Antennas Six (6) Radio Heads	Sprint
142 Feet	Two (2) MW Dishes	Cable C
165 Feet	(12) Panel Antennas (15) Radio Heads Three (3) Demac Boxes	New Cingular Wireless
172 Feet	Six (6) Panel Antennas	MetroPCS
184 Feet	One (1) Whip Antenna	Verizon
199 Feet	One (1) Lightning Rod	Not Applicable

EXHIBIT C

Federal Communication Commission (FCC) License attached hereto.

ULS License

PCS Broadband License - KNLF210 - New Cingular Wireless PCS, LLC

Call Sign	KNLF210	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA005 - Detroit	Channel Block	A
Submarket	13	Associated Frequencies (MHz)	001850.0000 0000-001865.0000 0000 001930.0000 0000-001945.0000 0000

Dates

Grant	06/02/2015	Expiration	06/23/2025
Effective	06/02/2015	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005

Notification Dates

1st	06/19/2000	2nd	06/30/2004

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC
3300 E. Renner Road, B3132
Richardson, TX 75082
ATTN Reginald Youngblood

P:(855)699-7073
F:(972)907-1131
E:FCCMW@att.com

Contact

AT&T Mobility LLC
Michael P Goggin Esq
1120 20th Street, NW - Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

P:(202)457-2055
F:(202)457-3073
E:michael.p.goggin@att.com

Ownership and Qualifications

Radio Service Type: Mobile

Regulatory Status: Common Carrier Interconnected: Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

EXHIBIT D

FORM OF MEMORANDUM OF AGREEMENT

Prepared by and Return to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324

Re: Cell Site #:MI1668; Cell Site Name: CITY OF WYANDOTTE
Fixed Asset Number: 13226765
State: Michigan
County: Wayne

MEMORANDUM
OF
AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2015, by and between City of Wyandotte, a Michigan municipal corporation, having a mailing address of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

1. Licensor and Licensee entered into a certain Antenna Site License Agreement (the "**Agreement**") on the ____ day of _____, 2015, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be thirty (30) years commencing on the Commencement Date of the Agreement.

3. The portion of the land being leased to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

"LICENSOR"

City of Wyandotte,
a Michigan municipal corporation

By: _____
Name: Joseph R. Peterson
Title: Mayor

By: _____

Name: Lawrence Stec
Title: City Clerk

"LICENSEE"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSOR ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On this _____ day of _____, 2015 before me, personally appeared Joseph R. Peterson, as Mayor and Lawrence Stec, as City Clerk, acting on behalf of the City of Wyandotte, to me known to be the persons described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed.

_____
Kelly Roberts
Notary Public: Acting in Wayne County, Michigan
My Commission Expires: February 13, 2019

LICENSEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2015 before me, personally appeared _____ _____, as _____, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to me known to be the person described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed on behalf of the company.

_____
Print Name: _____
Notary Public, _____ County,_____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated _____, 2015, by and between City of Wyandotte, a Michigan municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Site is legally described as follows:

That part of the Southwest 1/4 of Section 32, Town 3 South, Range 11 East, City of Wyandotte, Wayne County, Michigan, which is described as follows: Beginning at the Northeast corner of Lot 31, Wyandotte Industrial Subdivision No. 1, according to the plat thereof as recorded in Liber 87 of Plats, page 38, and proceeding thence South 0 degrees 07 minutes 40 seconds East 663.74 feet along the East line of Lots 31 and 30; thence North 14 degrees 37 minutes 30 seconds East 676.68 feet along the Westerly line of the former Detroit, Monroe and Toledo Shore Line Railroad right-of-way as represented by the extension, Northerly, of the Easterly line of Lots 27, 28 and 29; thence North 86 degrees 57 minutes 47 seconds West 169.61 feet along the Easterly prolongation of the North line of Lot 31 to the point of beginning, reserving therein, the Westerly 37.00 feet as a permanent easement for the Wayne County Drain No. 5.
The Antenna Site is an approximate 200 square foot portion of the Site and is further described and/or depicted as follows:

The Antenna Site is more fully described and/or depicted on the attached drawings consisting of five (5) pages.

Prepared by and Return to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324

Re: Cell Site #:MI1668; Cell Site Name: CITY OF WYANDOTTE
Fixed Asset Number: 13226765
State: Michigan
County: Wayne

MEMORANDUM
OF
AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2015, by and between City of Wyandotte, a Michigan municipal corporation, having a mailing address of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

1. Licensor and Licensee entered into a certain Antenna Site License Agreement (the "**Agreement**") on the ____ day of _____, 2015, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be thirty (30) years commencing on the Commencement Date of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

"LICENSOR"

City of Wyandotte,
a Michigan municipal corporation

By: _____
Name: Joseph R. Peterson
Title: Mayor

By: _____

Name: Lawrence Stec
Title: City Clerk

"LICENSEE"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Gary Lindquist
Its: Sr. Tech Project Manager
Date: 12/9/15

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSOR ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On this _____ day of _____, 2015 before me, personally appeared Joseph R. Peterson, as Mayor and Lawrence Stec, as City Clerk, acting on behalf of the City of Wyandotte, to me known to be the persons described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed.

_____
Kelly Roberts
Notary Public: Acting in Wayne County, Michigan
My Commission Expires: February 13, 2019

LICENSEE ACKNOWLEDGMENT

STATE OF Indiana)
) ss:
COUNTY OF Allen)

On this 9th day of December, 2015 before me, personally appeared _____ Terry Lundquist, as Sr Tech Proj mgr, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to me known to be the person described above and who executed the foregoing instrument, and acknowledged that it was executed as said person's free act and deed on behalf of the company.

Vicki Prichard
Print Name: Vicki Prichard
Notary Public, Allen County, IN
My Commission Expires: 3/6/21

VICKI PRICHARD
Notary Public, State of Indiana
My Commission Expires March 6, 2021

EXHIBIT 1

DESCRIPTION OF PREMISES

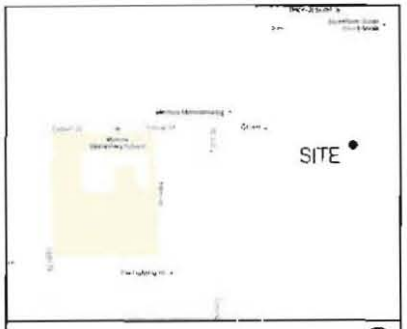
Page 1 of 1

to the Memorandum of Agreement dated _____, 2015, by and between City of Wyandotte, a Michigan municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Site is legally described as follows:

That part of the Southwest 1/4 of Section 32, Town 3 South, Range 11 East, City of Wyandotte, Wayne County, Michigan, which is described as follows: Beginning at the Northeast corner of Lot 31, Wyandotte Industrial Subdivision No. 1, according to the plat thereof as recorded in Liber 87 of Plats, page 38, and proceeding thence South 0 degrees 07 minutes 40 seconds East 663.74 feet along the East line of Lots 31 and 30; thence North 14 degrees 37 minutes 30 seconds East 676.68 feet along the Westerly line of the former Detroit, Monroe and Toledo Shore Line Railroad right-of-way as represented by the extension, Northerly, of the Easterly line of Lots 27, 28 and 29; thence North 86 degrees 57 minutes 47 seconds West 169.61 feet along the Easterly prolongation of the North line of Lot 31 to the point of beginning, reserving therein, the Westerly 37.00 feet as a permanent easement for the Wayne County Drain No. 5.
The Antenna Site is an approximate 200 square foot portion of the Site and is further described and/or depicted as follows:

NEW SITE BUILD
GOODMAN NETWORKS
SITE #: MI1668
SITE NAME: CITY OF WYANDOTTE
AT&T FA #: 13226765
1077 GROVE ST.
WYANDOTTE, MI 48192



AREA MAP

LOCATION MAP

LATITUDE: 42° 11' 31.00" N (42.19154°)
LONGITUDE: 83° 09' 56.00" W (-83.16611°)

1. FROM 15025 NORTHLAND DR, SOUTHFIELD, MI 48075
2. HEAD SOUTH ON M-39 S / SOUTHFIELD FWY
3. CONTINUE ONTO SOUTHFIELD RD.
4. TURN RIGHT ONTO FORT ST.
5. MAKE MICHIGAN LEFT AND HEAD EAST ON EUREKA RD.
6. TURN RIGHT ONTO 14TH ST.
7. TURN LEFT ONTO GROVE ST.
   SITE ON RIGHT AT END OF ROAD

DIRECTIONS TO SITE

SITE NAME:		CITY OF WYANDOTTE
SITE NUMBER:		MI1668
SITE ADDRESS:		1077 GROVE ST. WYANDOTTE, MI 48192 WAYNE COUNTY
LANDLORD:	NAME	DEPARTMENT OF PUBLIC SERVICES
	ADDRESS	3200 BIDDLE AVE
	CITY, ST	WYANDOTTE, MI 48192
	TELEPHONE	(248)-650-8000
APPLICANT:	NAME	AT&T MOBILITY
	ADDRESS	15025 NORTHLAND DR
	CITY, ST	SOUTHFIELD, MI 48075
	TELEPHONE	(800)-832-2822

PROJECT SUMMARY

SHT NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	EQUIPMENT PLANS
C-3	TOWER ELEVATION
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
E-1	ELECTRICAL & ONE LINE DIAG.
G-1	GROUNDING PLAN
G-2	GROUNDING SCHEMATIC
N-1	GROUNDING DETAILS AND ELECTRICAL NOTES

DRAWING INDEX

BUILDING CODES

MBC, CURRENT EDITION
MBC, USE GROUP U
MBC, CONSTRUCTION TYPE IB
NEC CURRENT ADOPTED EDITION

ELECTRICAL NOTES

SITE IS LESS THAN 3500 SQ. FT.
WITH 200 AMP SERVICE FEEDER.
ALL TELECOM EQUIPMENT IS +24/-48 VOLTS D.C.

AT&T TO INSTALL (12) ANTENNAS, (15) RRHS, (3) DEMARCATION BOXES, (1) FIBER OPTIC CABLE, (8) DC POWER CABLES, AND GROUND EQUIPMENT (INSIDE SHELTER) TO AN EXISTING TELECOMMUNICATIONS FACILITY.

PROJECT DESCRIPTION

at&t

Goodman Networks
Network Knowledge ... Delivered

CHRISTOPHER WZACNY AND ASSOCIATES INC.
30150 TELEGRAPH ROAD, SUITE 114
BINGHAM FARMS, MI 48025
TEL: (248) 723-6516
FAX: (248) 723-4810

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

MI1668
SITE NAME:
CITY OF WYANDOTTE
AT&T FA#: 13226765

1077 GROVE ST.
WYANDOTTE
MI 48192
WAYNE COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
3	30SEP15	REVISIONS	NB
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0	12MAR15	FINAL CDS	NB
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D	20JAN15	REVISIONS	NB
C	16JAN15	REVISIONS	NB
B	13JAN15	REVISIONS	NB
A	19NOV14	PRELIM CDS 90%	NB

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SHEET TITLE:
TITLE SHEET

PROJECT NO.:
MI1668

SHEET NUMBER:
T-1

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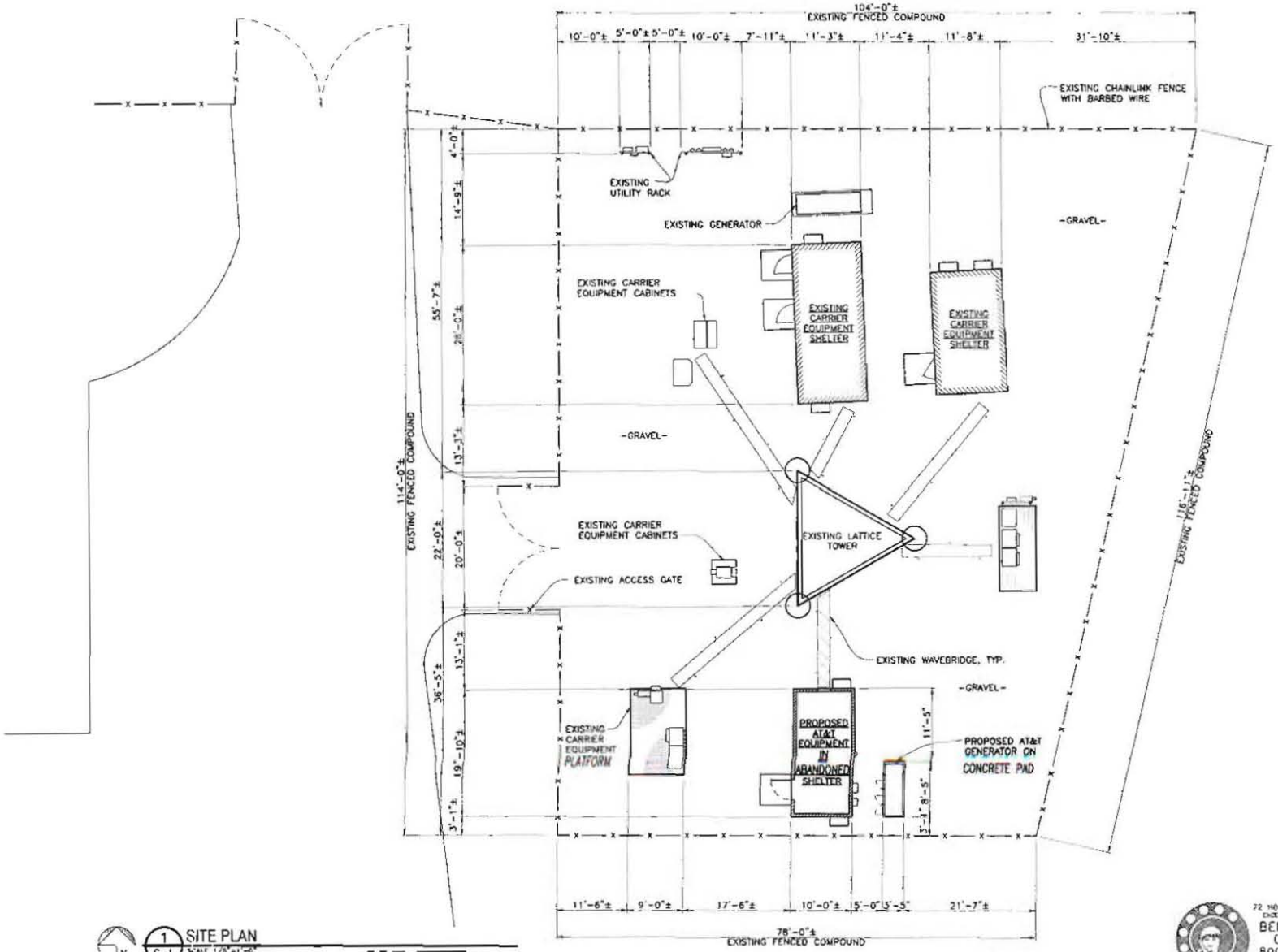

1 C-1 SITE PLAN
SCALE 1/8"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

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

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0	15JAN15	REVISIONS	NB
1	13JAN15	REVISIONS	NB
2	1NOV14	PRELIM CDS 90%	NB

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SHEET TITLE:
SITE PLAN

PROJECT NO.: MI1668

SHEET NUMBER: C-1

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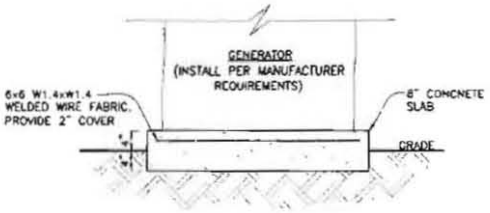
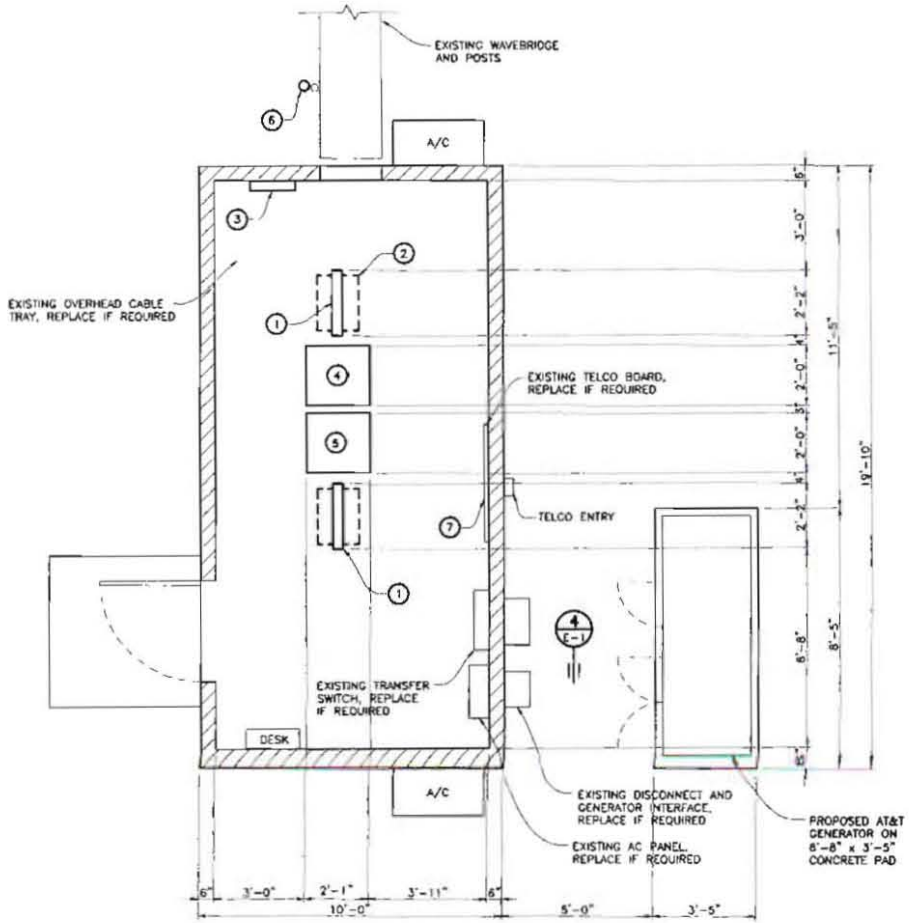
NEW EQUIPMENT LEGEND

1. PROPOSED 26" FIF RACK
2. PROPOSED BASE BAND UNITS AND SURGE PROTECTION ON NEW FIF RACK
3. 18"X18"X4" ISS INTERIOR EXCESS FIBER CABLE ENCLOSURE MOUNTED ON SHELTER WALL:
   MODEL: FB-'15-ABOX CEQ 10505
   VENDOR: ROSENBERGER SITE SOLUTIONS
4. PROPOSED POWER PLANT
5. PROPOSED BATTERY RACK
6. PROPOSED GPS ANTENNAS MOUNTED ON WAVEBRIDGE POST. MAXIMUM CABLE RUN TO BE UNDER 30'-0"
7. NEW ALARM BLOCK MOUNTED TO TELCO BOARD



2 C-2 GENERATOR SLAB SECTION
SCALE: 1" = 1'-0"



N

1 C-2 PROPOSED EQUIPMENT PLAN
SCALE 1/2"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 1' 2' 4' 6'

at&t

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B	13JAN15	REVISIONS	NB
A	14NOV14	PRELIM CDS 90%	NB

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SHEET TITLE:
EQUIPMENT PLAN

PROJECT NO.:
MI1668

SHEET NUMBER
C-2

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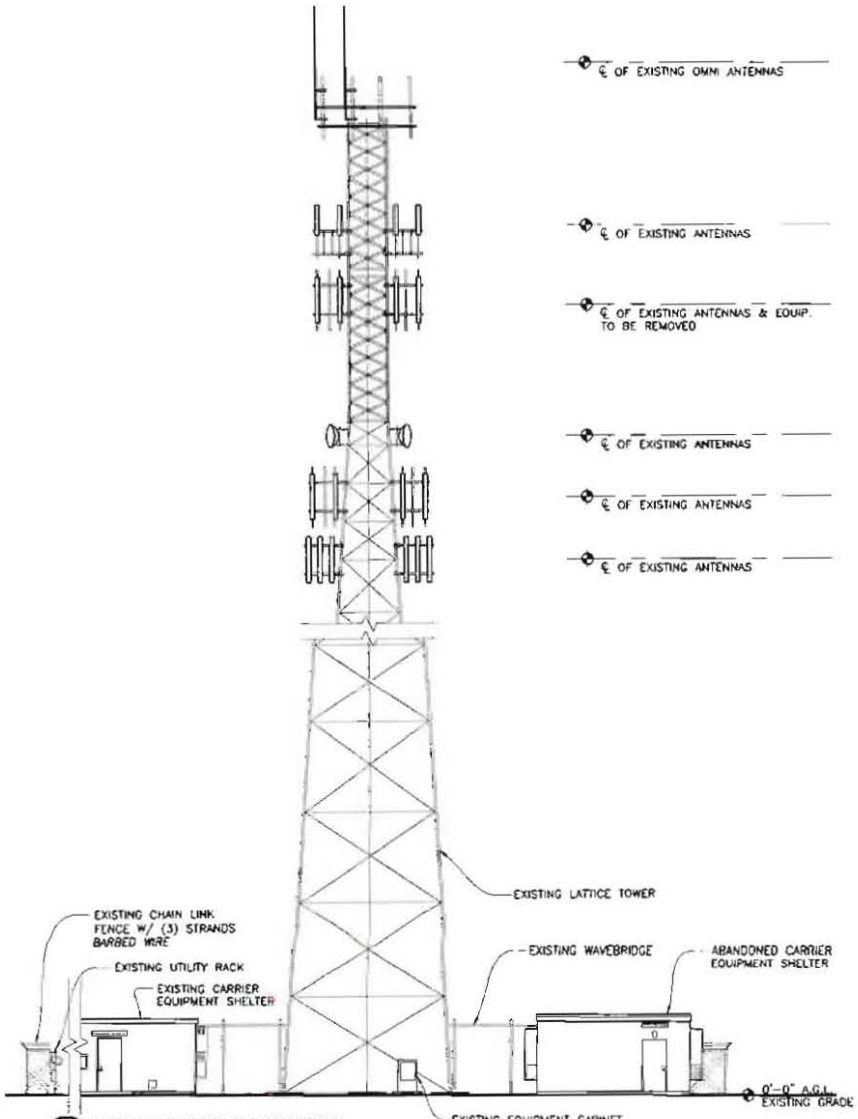


2 C-3 EXISTING TOWER ELEVATION
SCALE 1/8"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

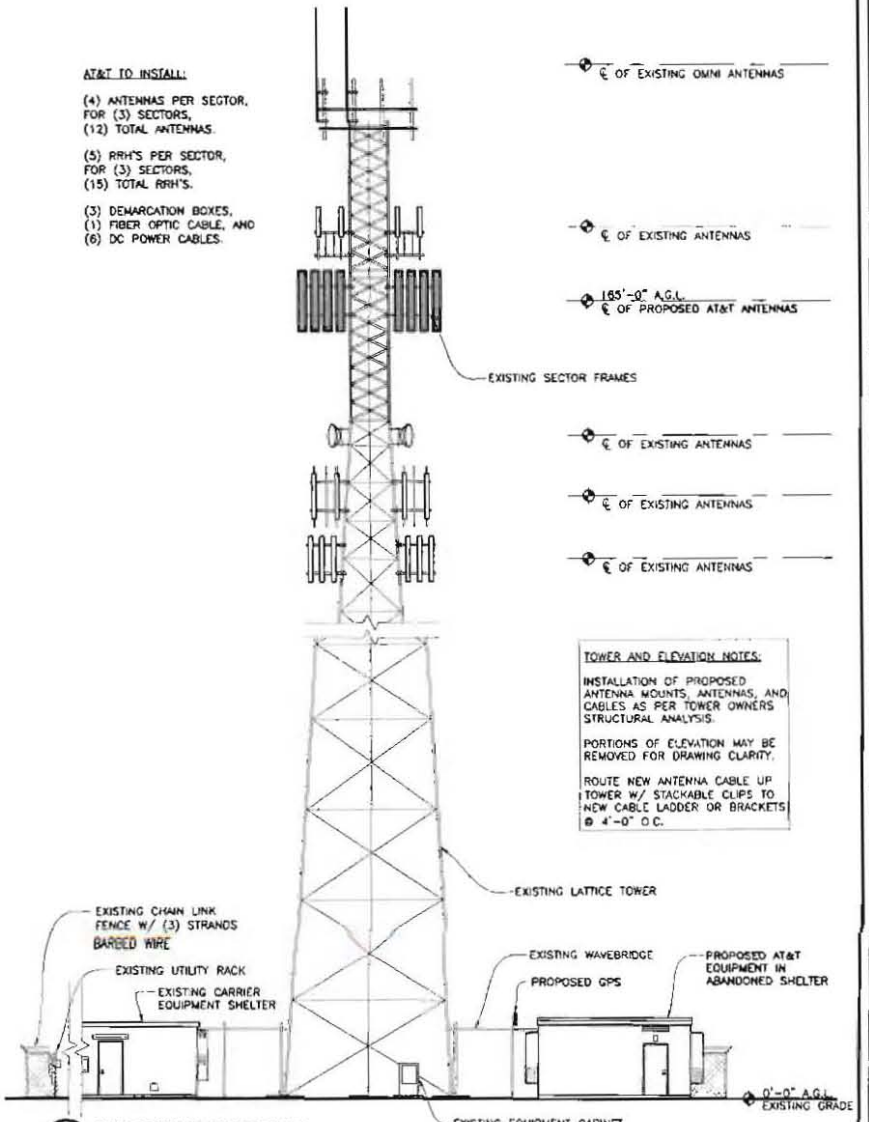
0' 4' 8' 16' 24'

AT&T TO INSTALL:

(4) ANTENNAS PER SECTOR, FOR (3) SECTORS, (12) TOTAL ANTENNAS.

(5) RRH'S PER SECTOR, FOR (3) SECTORS, (15) TOTAL RRH'S.

(3) DEMARCATION BOXES, (1) FIBER OPTIC CABLE, AND (6) DC POWER CABLES.



TOWER AND ELEVATION NOTES:

INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.

PORTIONS OF ELEVATION MAY BE REMOVED FOR DRAWING CLARITY.

ROUTE NEW ANTENNA CABLE UP TOWER W/ STACKABLE CLIPS TO NEW CABLE LADDER OR BRACKETS @ 4'-0" O.C.

1 C-3 NEW TOWER ELEVATION
SCALE 1/8"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 4' 8' 16' 24'

at&t

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AT&T FA#: 13226765

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B	13JAN15	REVISIONS	NB
A	18NOV14	PRELIM CDS 95%	NB

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SHEET TITLE:
TOWER ELEVATION

PROJECT NO.: MI1668

SHEET NUMBER: C-3

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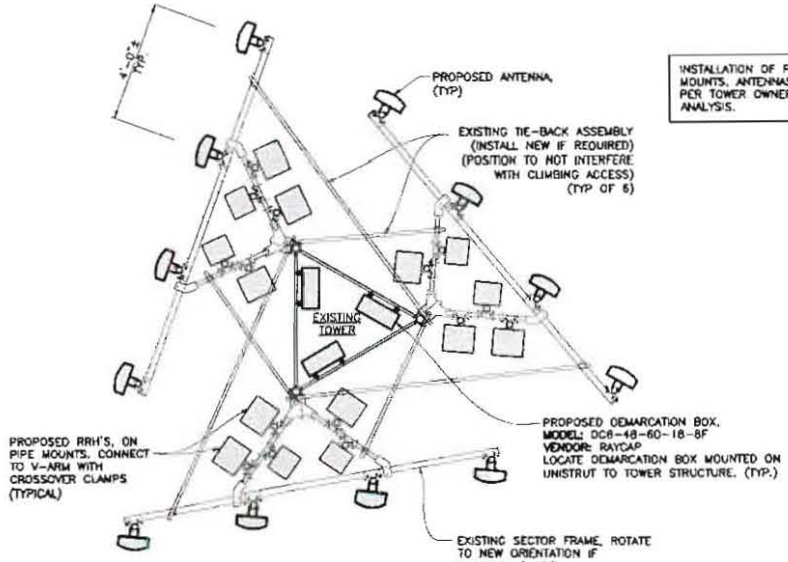
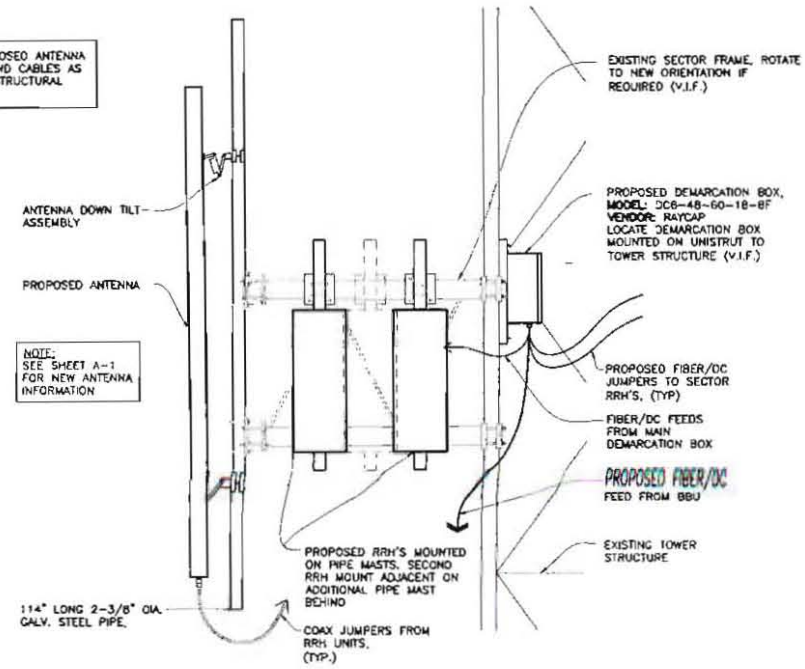


INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.



N

2 C-4 TYPICAL ANTENNA POSITIONING PLAN
SCALE: 1/2"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 1' 2' 4' 6'

1 C-4 ANTENNA MOUNTING DETAIL -TYP.
SCALE: 1"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 6" 1' 2' 3'

at&t

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B	13JAN15	REVISIONS	NB
A	13NOV14	PRELIMCDS 90%	NB

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SHEET TITLE:
DETAILS

PROJECT NO.:
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SHEET NUMBER:
C-4

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