

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment ("First Amendment") to that certain License Agreement dated February 1, 2000 by and between Bellefontaine Condominium Owners Association and AT&T Wireless Services ("Agreement") is made and entered into this 12th day of November, 2002 by and between Bellefontaine Condominium Owners Association ("Licensor") and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless f/k/a AT&T Wireless Services ("Licensee").

RECITALS

WHEREAS, Licensor owns a certain communications tower located at 2400 Sixth Avenue, San Diego, CA 92280 more commonly known to Licensor as the Sixth Avenue Building, CA tower site (the "Tower Facility").

WHEREAS, Licensor and Licensee entered into a certain License Agreement dated February 1, 2000 for the use of a certain portion of the Tower Facility.

WHEREAS, Licensee desires to remove and replace three (3) panel antennas, and install one (1) equipment cabinet ("New equipment").

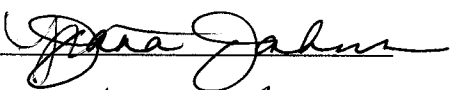
NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall install two (2) EMS Panel antennas (model #FR65-12-XXDAL) at the mount height of Fifty feet (50') centerline AGL.
- 2) Licensor and Licensee agree and acknowledge that Licensee shall install one (1) EMS Panel antenna (model #FR65-12-XXDAL) at the mount height of Forty feet (40') centerline AGL.
- 3) Licensor and Licensee agree and acknowledge that Licensee shall install one (1) Nokia equipment cabinet (model #BTS/Urban) inside its equipment building.
- 4) Licensor and Licensee agree and acknowledge that the Exhibit A-1 attached hereto sets forth Licensee's approved equipment and shall serve to replace Licensee's equipment information set forth in the Agreement. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.

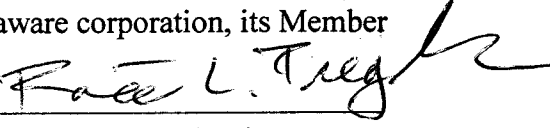
- 5) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 6) All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment as of the day and year first written above:

LICENSOR:
Bellefontaine Condominium Owners
Association

By: 
Name: JANA JAHNUS
Title: Bellefontaine COA Pres.
Date: 1-24-03

LICENSEE:
AT&T Wireless PCS, LLC, a
Delaware limited liability company,
d/b/a AT&T Wireless
By: AT&T Wireless Services, Inc., a
Delaware corporation, its Member

By: 
Name: Ranee L. Pregler
Title: Site Acquisition Mgr. So. Calif
Date: 10/25/02

SITE MANAGER:
American Tower, L.P., a Delaware
limited partnership

By: ATC GP, Inc., its sole general partner

By: _____

Name: Joellen Mitchell

Title: Vice President

Date: 11/12/02

