

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment ("Second Amendment") to that certain License Agreement dated February 1, 2000 by and between Bellefontaine Condominium Owners Association and AT&T Wireless Services, as amended by First Amendment to License Agreement dated November 12, 2002 ("Agreement") is made and entered into this 25<sup>th</sup> day of March, 2004 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, by AT&T Wireless Services, Inc., a Delaware corporation, its Member ("Licensee").

### RECITALS

WHEREAS, Licensor owns a certain communications tower located at 3400 Sixth Avenue, San Diego, CA 92280 more commonly known to Licensor as the Sixth Avenue Bldg, CA tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into a certain License Agreement dated February 1, 2000 and First Amendment dated November 12, 2002 for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to remove three (3) Panel antennas from the Tower Facility; and

WHEREAS, Licensee desires to install three (3) Kathrein Panel antennas, three (3) transmission lines and two (2) transmitters at the Tower Facility ("Additional Equipment"); and

WHEREAS, Licensee desires to amend its Local Contact Name and Number; and

WHEREAS, Licensee desires to amend its Notice Address; and

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

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 remove one (1) Panel antenna from the mount height of Forty feet (40') centerline AGL and two (2) Panel antennas from the mount height of Fifty feet (50') centerline AGL.
- 2) Licensor and Licensee agree and acknowledge that Licensee shall install two (2)

Kathrein Panel antennas (model #AP 14/17-890/1940/065D/XXP) and two (2) 7/8" diameter transmission lines at the mount height of Fifty feet (50') centerline AGL and one (1) Kathrein Panel antenna (model #AP 14/17-890/1940/065D/XXP) and one (1) 7/8" diameter transmission line at the mount height of Forty feet (40') centerline AGL.

- 3) Licensor and Licensee agree and acknowledge that Licensee shall install one (1) Nokia/Nortel transmitter (model #Ultrasite BTS/Urban) and one (1) Erickson transmitter (model #RBS 3101) inside Licensee's equipment building at the Tower Facility.
- 4) Licensor and Licensee agree and acknowledge that Exhibit A-1 to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit A-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-2 and Licensee's equipment information set forth in the Agreement, the Exhibit A-2 shall control.
- 5) Effective upon the earlier to occur of: i) commencement of installation of the Additional Equipment; or ii) June 18, 2004 ("Commencement Date"), the License Fee shall be increased by NINE THOUSAND SIX HUNDRED and No/100 DOLLARS (\$9,600.00) per year, payable in equal monthly installments of EIGHT HUNDRED and No/100 DOLLARS (\$800.00) ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 6) Licensor and Licensee agree and acknowledge that this Second Amendment is contingent upon the Licensor's consent.
- 7) Licensor and Licensee agree and acknowledge that Licensee's Local Contact Name and Number shall be amended as follows:

Local Contact: Wireless Asset Management  
Telephone number: 1-888-382-9415  
Fax number: 1-916-266-7099

- 8) Licensor and Licensee agree and acknowledge that Licensee's Notice Address shall be as follows:

AT&T Wireless  
Notice and billing address: AT&T Wireless Lease Administration  
c/o Wireless Asset Management  
P.O. Box 2088  
Rancho Cordova, CA 95741-2088



Licensor Site Name/Number: Sixth Avenue Bldg, CA / 8036

Licensor Contract Number: WE8036A4

Licensee Site Name/Number: Sixth Avenue / SD-013

With a copy to:  
(*Legal notices only*)

AT&T Wireless Services, Inc.  
150 Mt. Airy Rd.  
Basking Ridge, NJ 07920  
Attn: Legal Department

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Sixth Avenue Bldg, CA / 8036

Licensor Contract Number: WE8036A4

Licensee Site Name/Number: Sixth Avenue / SD-013

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals to this Second Amendment to that certain License Agreement as of the day and year first written above:

**LICENSOR:**

Bellefontaine Condominium Owners  
Association

By: 

Name: Yanniss Macheras

Title: Director, Colocation &  
Administration

Date: 3/31/04

**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: Art Pregler

Title: Program Manager

Date: MAR 25 2004

**SITE MANAGER:**

American Tower, L.P., a Delaware  
limited partnership

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

By: 

Name: Yanniss Macheras

Title: Director, Colocation & Administration

Date: 3/31/04

EXHIBIT A-2

AT&T Wireless PCS, LLC d/b/a AT&T Wireless

Sixth Avenue Bldg

GROUND SPACE REQUIREMENTS

LOCATION OF CUSTOMER EQUIPMENT	INDOOR CABINETS (ATC Building) <input type="checkbox"/>	OUTDOOR SHELTER (Customer Building) <input checked="" type="checkbox"/>	BTS <input type="checkbox"/>
# of RACKS/CABINETS/BTS	8		EQUIPMENT SHELTER/CABINET/BTS DIMENSIONS (HxWxL) (ft)
LEASED GROUND SPACE DIMENSIONS (HxWxL) (ft)		CONCRETE PAD DIMENSIONS (LxW) (ft)	
ADDITIONAL GROUND SPACE REQUIREMENTS (H X W x L)		POWER PROVIDED BY:	UTILITY COMPANY DIRECT
TELCO/INTERCONNECT REQUIREMENTS		MICROWAVE	FIBER OPTICS
GENERATOR INFORMATION	APPLICANT PROVIDED	NONE	
	MANUFACTURER	MAKE/MODEL	CAPACITY (KW)
	FUEL TYPE	TANK SIZE	BODY TYPE

ANTENNA EQUIPMENT SPECIFICATIONS

	SECTOR #1	SECTOR #2	SECTOR #3	DISH	TTA/MHA	GPS
ANTENNA QUANTITY	4	4	4	N/A	N/A	N/A
TRANSMIT OR RECEIVE	TX/RX	TX/RX	TX/RX	N/A	N/A	N/A
MANUFACTURER	(2)ARC (1)EMS (1)Kathrein	(2)ARC (1)EMS (1)Kathrein	(2)ARC (1)EMS (1) Kathrein	N/A	N/A	N/A
TYPES OF ANTENNAS	Panel	Panel	Panel	N/A	N/A	N/A
MODEL #	ARC-PCS-17-06507-XD-EMS-FR65-12-XXDAL-KATH-AP 14/17-890/1940/065D/XXP	ARC-PCS-17-06507-XD-EMS-FR65-12-XXDAL-KATH-AP 14/17-890/1940/065D/XXP	ARC-PCS-17-06507-XD-EMS-FR65-12-XXDAL-KATH-AP 14/17-890/1940/065D/XXP	N/A	N/A	N/A
ANTENNA WEIGHT (Per Antenna)	Arc-9.5 lbs EMS-17 lbs Kathrein 15.4 lbs	Arc-9.5 lbs EMS-17 lbs Kathrein 15.4 lbs	Arc-9.5 lbs EMS-17 lbs Kathrein 15.4 lbs	N/A	N/A	N/A
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	48"x7.2"x2.3"/48"x10"x3.5"/51"x10.4"x4.6"	48"x7.2"x2.3"/48"x10"x3.5"/51"x10.4"x4.6"	48"x7.2"x2.3"/48"x10"x3.5"/51"x10.4"x4.6"	N/A	N/A	N/A
ANTENNA MOUNT HEIGHT (ft)	50'	40'	50'	N/A	N/A	N/A
RAD CENTER AGL (ft)	50'	40'	50'	N/A	N/A	N/A
MOUNT TYPE (Flush, Platform, Pipe, T-frame, etc.)	pipe	pipe	pipe	N/A	N/A	N/A
TOWER LEG	NA	NA	NA	N/A	N/A	N/A
DIRECTION of RADIATION	0	160	230	N/A	N/A	N/A
TX FREQUENCY	869-894/1945-50/824-960 MHz	869-894/1945-50/824-960 MHz	869-894-1945-50/824-960 MHz	N/A	N/A	N/A
RX FREQUENCY	824-848/1865-70/1710-2170 MHz	824-848/1865-70/1710-2170 MHz	824-848/1865-70/1710-2170 MHz	N/A	N/A	N/A
ANTENNA GAIN	ARC-17.3dBi EMS-13.6dBi Kathrein 12dBi	ARC-17.3dBi EMS-13.6dBi Kathrein 12dBi	ARC-17.3dBi EMS-13.6dBi Kathrein 12dBi	N/A	N/A	N/A
# of LINES PER ANTENNA	ARC-1 EMS-2 Kathrein-1	ARC-1 EMS-2 Kathrein-1	ARC-1 EMS-2 Kathrein-1	N/A	N/A	N/A
LINE TYPE	COAX	COAX	COAX	N/A	N/A	N/A
LINE DIAMETER	7/8"	7/8"	7/8"	N/A	N/A	N/A
Is equipment transmitting on unlicensed frequencies? (check box)	Yes <input type="checkbox"/>		No <input type="checkbox"/>			

BUILDING/SHELTER EQUIPMENT SPECIFICATIONS

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6
MANUFACTURER	Nokia/Nortel - Existing	Nokia/Nortel-Existing	Nokia/Nortel-Existing	Nokia/Nortel-New	Erickson-New	N/A
TYPE & MODEL	Ultrasite BTS/Urban	Ultrasite BTS/Urban	Ultrasite BTS/Urban	Ultrasite BTS/Urban	RBS 3101	N/A
TYPE of SERVICE	Cellular/PCS	Cellular/PCS	Cellular/PCS	Cellular/PCS	Cellular/PCS	N/A
TX POWER OUTPUT	17.78/13	17.78/13	17.78/13	17.78/13	17.78/13	N/A
ERP	500 watts/100 watts	500 watts/100 watts	500 watts/100 watts	500 watts/100 watts	500 watts/100 watts	N/A
AVERAGE MONTHLY POWER CONSUMPTION (If Applicable)	N/A	N/A	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 amps/240 volts					N/A
COMBINER/# of PORTS (Applicable only if using Master Combining System)	N/A	N/A	N/A	N/A	N/A	N/A