AT&T Site #: IN0036 (C036)
Site Name: Broad Ripple
FA: 10024055
CCI #: 840782
Indianapolis Station #32

COMMUNICATIONS FACILTY SITE LICENSE AGREEMENT

THIS COMMUNICATIONS FACILITY SITE LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this 1st day of October, 2014, by and between the City of Indianapolis, Department of Public Safety, for and on behalf of the Division of Public Safety Communications, whose address is 47 S. State Street, Indianapolis, Indiana 46201 ("Licensor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, whose address is 575 Morosgo Drive, NE, Atlanta, Georgia 30324 ("Licensee").

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

AGREEMENTS

1. LICENSED PREMISES

1.1. On or about September 15, 1993, Licensor and Licensee's predecessor in interest, Westel-Indianapolis Company, d/b/a Cellular One, entered into a license agreement ("Prior License") for a period not to exceed twenty (20) years to erect, maintain and operate a cellular telephone tower and related equipment on certain real property owned by Licensor located at 6330 North Guilford Avenue, Indianapolis, Indiana which property is more particularly described in the attached Exhibit "A" and made a part hereof ("Licensor's Property").

1.2. Pursuant to that Prior License, Licensee constructed a one hundred twenty (120) foot monopole communications tower ("Tower") and made certain additional improvements on Licensor's Property, being more particularly described in the attached Exhibit "C" and made a part hereof ("Licensee's Tower and Site Plan").

1.3. The Prior License expired on its own terms on September 14, 2013 and the parties have mutually agreed to continue the Prior License on its existing terms, without default or liability for holdover until a new License is executed between the parties.

1.4. Licensor and Licensee desire to enter into this new License Agreement whereby Licensor agrees to grant Licensee certain rights regarding the limited use and occupancy of Licensor's Property, all as may be defined herein.

1.5. Subject to the conditions set forth herein, Licensor hereby grants to Licensee the right to use a certain portion of said Licensor's Property as described herein and more specifically described in the attached Exhibit "B" (the "Licensed Premises"). Licensee's Tower, wireless communications facilities, equipment, and antenna(e) deployed in/on the Licensed

Premises (the "Communications Equipment or Communications Facility") shall be described with specificity and attached hereto as Exhibit "C". The parties acknowledge that as of execution hereof, if the Exhibits to this Agreement remain incomplete, said Agreement shall have no legal or equitable force or effect until such time as all Exhibits and attachments hereto have been fully completed, executed, and approved by Licensor and Licensee, each in its sole discretion. Preparation of the Exhibits shall be at the sole cost and expense of the Licensee and Licensee hereby agrees to indemnify, protect, hold harmless, and defend Licensor from any cost, expense, claim, damages or liability incurred or claimed against Licensee in connection with the preparation of the Exhibits.

2. USE

2.1. The Licensed Premises will be used for the purpose of Licensee's installing, constructing, operating, maintaining, repairing, altering, inspecting, replacing, upgrading and removing the equipment and/or structures comprising Licensee's Communications Facility, which is more thoroughly defined below and any collocated equipment as may be located on the Lease Premises as provided for in Paragraphs 13.2 and 13.3. Such Communications Equipment includes, but is not limited to, the following:

- The Tower, a 120 foot monopole designed and constructed in a manner to provide for the attachment of Licensee's communications equipment and the occupancy of wireless communications equipment of at least two (2) additional wireless carriers;

- Licensee's wireless communications equipment including base station(s), antenna(s), GPS receivers, radios, signal amplifiers, switch(es), power supply(ies), battery(ies), heating and cooling equipment, and accessories;

- Licensee's coaxial cable and other communication service lines (either underground or installed internally within the Licensed Premises), telecommunications switches, electric power lines, and mounting and grounding hardware (all should comply with Motorola's R-56 grounding standards or any successor standards).

2.2 The above-described Communications Facility and any equipment contained therein, and lines and equipment may be installed by Licensee or by any of Licensee's agents, contractors or sublicensees and shall conform to the description and details as particularly described in the attached Exhibit C. Licensee has the right, in conformance with Exhibit C, to make alterations at its sole cost and expense to Licensee's Communications Facility from time to time as Licensee determines to be necessary or desirable with the prior approval of Licensor, which approval shall not be conditioned with excessive or unreasonable additional fees, or otherwise unreasonably withheld or delayed; provided, however, Licensee maintains the right to perform routine maintenance, repairs and like-for-like replacements (all subject to the access requirements of Paragraph 6.4 herein) without Licensor's approval. Licensee further has the obligation to add, modify and/or replace equipment in order to be in compliance with any current

or future federal, state, or local mandated application, including but not limited to, emergency 911 communication services.

2.3 Licensee shall maintain the Licensed Premises including, but not limited to keeping the area clear of trash, weeds and the like. Additionally, Licensee shall maintain at its sole cost and expense, certain landscaping as is present at the Licensed Premises on the date of execution of this Agreement and pursuant to the City of Indianapolis City Code and as may otherwise be determined by Licensor. Such maintenance and upkeep of the Licensed Premises and landscaping shall be of a manner and frequency that fully satisfies the reasonable requirements of Licensor.

2.4 Licensee shall be responsible at its sole cost and expense to provide for any and all drainage modifications which may be required as a result of construction, modification or repair of the Communications Facility. Licensor shall be responsible at its sole cost and expense to provide for any and all drainage modifications which may be required as a result of Licensor's construction or modification on Licensor's Property.

3. TESTS AND CONSTRUCTION

3.1 Licensee shall have the right at any time following the full execution of this Agreement to enter upon the Licensor's Property for the purpose of making appropriate engineering surveys, structural strength analysis, inspections and other reasonably necessary tests. Upon completion of the testing and inspection process for finalization of the Exhibits hereto and the subsequent mutual approval of same, Licensee shall have the right to enter upon only the Licensed Premises, but not the Licensor's Property except as may be necessary for access to the Licensed Premises. Licensee shall, at Licensee's sole expense, conduct all necessary tests, surveys, and inspections. Upon request and provided such disclosure does not conflict with any other agreement Licensee may be a part of, Licensee agrees to provide Licensor with a copy of any and all such test results and reporting documentation at the time such test results or reports are completed by Licensee or provided by other sources. Licensee acknowledges and agrees that any such tests or construction on Licensor's Property, due to the need for the Licensor to maintain the security of its public safety communications network, shall only be conducted following notice to and with the approval of Licensor's site contact or his/her successor:

David Schwartz
Deputy Chief
Division of Public Safety Communications
Department of Public Safety
47 South State Avenue
Indianapolis IN 46201
Phone: (317) 327-7315
David.Schwartz@indy.gov

4. TERM

4.1. Initial Term. The initial term of the Agreement shall be for five (5) years, commencing as of September 15, 2013, (the "Commencement Date"). Subject to the automatic renewal provisions set forth in subparagraph (4.2) below, this Agreement shall terminate on the day of the fifth (5th) anniversary of the Commencement Date (the "Initial Term").

4.2. Extended Terms. Provided that Licensee is not then in default beyond the applicable cure period hereunder, Licensee shall have the right to extend the Initial Term of this Agreement for three (3) additional periods of five (5) years each (the "Extended Term(s)" the Initial Term and any exercised Extended Term may herein be referred to as the "Term") on the same terms and conditions as set forth herein, except for adjustments in insurance. Extensions will be automatic unless Licensee provides written notice to Licensor of its intent not to renew within thirty (30) days of the expiration of the Initial Term or any applicable Extended Term.

4.3. Holding Over. If after the end of the last Extended Term or any previous Term or upon any other event of termination as may be contemplated under this Agreement, should Licensee remain in possession of the Licensed Premises for any period greater than the number of days otherwise permitted by this Agreement for Communications Equipment removal without executing a new Agreement, Licensee shall become a Licensee on a month-to-month basis on the same terms and conditions of this Agreement, but shall begin to pay to Licensor a monthly amount of one-twelfth (1/12) of a sum equal to one hundred and twenty five percent (125%) of the then current annual License Fee payment, in advance, without notice, demand or offset on or before the first day of each calendar month at Licensor's address in Paragraph 19.4 herein below (or such other address that the Licensor may from time to time designate by providing appropriate notice).

5. LICENSE FEE

5.1. Annual fees/rent shall be in the amount of Twenty Seven Thousand Dollars and No Cents (US$27,000.00) and shall be increased incrementally as provided below ("License Fee"). The first two installments of Annual License Fees, the first year's Annual License Fee of Twenty Seven Thousand Dollars and No Cents (US$27,000.00) and the second year's Annual License Fee of Twenty Seven Thousand Eight Hundred and Ten Dollars and No Cents (US$27,810.00), shall be paid in a lump sum of Fifty Four Thousand Eight Hundred and Ten Dollars and No Cents (US$54,810.00) within forty-five (45) days of the date of final execution of this Agreement by the parties. Thereafter, beginning on September 15, 2015, the anniversary of the Commencement Date, and continuing for the remainder of the Initial Term and any Extended Term(s) (or for so long as this License is in effect), Annual License Fees shall be paid to Licensor on or in advance of each anniversary of the Commencement Date in annual installments, and the amount of each such successive annual payment shall be increased by three percentage points (3.0%) over the previous year's annual payment.

5.2. All License Fee payments shall be paid to Licensor's Real Estate Manager, Mr. Paul F. Smith at the address listed in 19.4 herein, or another person, firm or a place as Licensor

may from time to time specify by providing Licensee with at least forty five (45) days advance written notice thereof.

5.3. In the event that any portion of the License Fee payments as required are not paid to Licensee within thirty (30) days after such payment is due, as required by and in accordance with the schedule described in 5.1 above, Licensor shall provide notice to Licensee, and a monthly late charge of one percent (1%) of the unpaid and then past due balance shall be paid by Licensee for each month or any portion thereof for which payment is past due and has not been made. The terms of the immediately preceding sentence shall not preclude Licensor from exercising any additional rights it may be entitled to under this License.

5.4. Licensee understands and agrees that, as an additional condition of this License and as further partial consideration for Licensor entering into the License, Licensee shall be required to compensate Licensor for the costs associated with the Licensor's use of its preferred architectural, legal and/or other technical service firms in providing assistance to Licensor in reviewing and negotiating the terms of this License. Licensee shall, with the initial License Fee payment, compensate Licensor for the cost and expense associated with such services being performed, in an amount of Five Thousand Dollars and No Cents (US $5,000.00).

6. FACILITIES; UTILITIES; ACCESS

6.1. During the Term, Licensee has the right to the Licensed Premises only for Licensee's operation of Licensee's Communications Facility, and to erect, maintain and operate on the Licensed Premises the Communications Equipment. In connection therewith, Licensee has the right, during the Term and with the written consent and agreement of Licensor, which consent shall not be unreasonably withheld, to do all work necessary to prepare, maintain, and alter the Licensed Premises for Licensee's operations. All of Licensees construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner and in compliance with all laws, rules and regulations. Title to the Communications Equipment shall be held by Licensee. Subject to the requirements of Paragraph 10.3, all of the Communication Equipment shall remain Licensee's personal property and are not fixtures. Licensee shall remove all Communications Equipment at its sole expense following the expiration or earlier termination of the Agreement as required by Paragraph 10.3 hereof; provided Licensee repairs any and all damage to the Licensor's Property and the Licensed Premises (specifically including Licensor's equipment) caused by such removal. Upon termination of this Agreement, Licensee shall be required to remove all of Licensee's Communications Equipment and will restore Licensor's Property and the Licensed Premises (specifically including Licensor's equipment) to its original condition, normal wear and tear and acts beyond Licensee's control excepted.

6.2. Licensee shall pay for any and all utilities it uses or consumes during its construction or operations on the Licensed Premises or Licensor's Property. Licensee shall be required to be separately metered and invoiced for electric, gas, telephone and fiber utilities. Licensee's use of Licensor's Property for utility service shall be approved in writing in advance by Licensor and Licensee may obtain separate utility service from any utility company that will provide service to the Licensed Premises (including, with prior written approval and acceptance

of Licensor, a standby power generator for Licensee's exclusive use). Provided that there is no cost, expense, or liability to Licensor, and subject to Licensor's prior written approval as to the location and rights of the utility company on the Licensor's Property, Licensor agrees, where and if reasonable in Licensor's sole opinion, to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Premises, including the grant to Licensee or to the servicing utility company, of an easement in, over, across, or through the Licensor's Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Licensor and the servicing utility company.

6.3. Licensee, Licensee's employees, agents, subcontractors, lenders and invitees, shall have access to the Licensed Premises with notice as described herein immediately below, twenty-four (24) hours a day, seven (7) days a week at no charge.

6.4. Licensee acknowledges and agrees that due to the need for the Licensor to maintain the security of its public safety communications network, Licensee's employees, agents, subcontractors, lenders and invitees shall be required to contact Licensor's Customer Service Desk (upon entry and exit of the Licensed Premises) at (317) 327-7319 or (317) 327-7320 and provide notice to and receive approval for access to the Licensed Premises. In emergency situations or if the service desk is unable to respond to licensee's request for access to the Licensed Premises, Licensee, following reasonable attempts to contact the service desk as described herein above, may seek and gain approval to access the Licensed Premises from Licensor's authorized public Safety personnel then currently staffing the public safety operations on Licensor's Property.

7. INTERFERENCE/NON-INTERFERENCE

7.1. Prior to or concurrent with the execution of this Agreement, Licensor has provided, or will provide, Licensee with a list of radio frequency user(s) and frequencies used on Licensor's Property as of the date of this Agreement. Licensee shall operate its Communications Equipment in a manner that will not cause interference to Licensor and other lessees or licensees of Licensor's Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All operations by Licensee shall be in compliance with all Federal Communications Commission ("FCC") requirements and all other applicable laws.

7.2. During the Term of the Agreement, Licensor may grant a lease, license, easement, transfer, or convey any other interest in Licensor's Property, or any other property owned by Licensor contiguous to the Licensor's Property upon which the Licensed Premises is located, provided that such grant would not adversely affect or technologically interfere with Licensee's Communications Equipment, the operation of Licensee's Communications Equipment or the rights of Licensee under this License. If Licensor negotiates to grant a lease, license, easement, transfer, or convey any other interests to another entity for the purpose of installing and/or operating communications equipment, Licensor will only enter into an agreement with that additional entity if there will not be any actual adverse effect or technological interference with Licensee's Communications Equipment, the operations thereof or the rights of Licensee under

this License. During the course of negotiations with any new entity, said new entity shall be required to submit a copy of their engineering drawings and frequency plans to Licensor and all licensees engaging in the communications business. The existing licensees (including Licensee if applicable) shall within fifteen (15) business days of receipt of said engineering drawings and frequency plans respond to the Licensor and the new entity identifying any and all adverse effects or technological interference that the new entity's proposed communications equipment may cause. Failure to respond within fifteen (15) business days shall be deemed conclusive evidence that no adverse effects or interference will exist.

7.3. Licensor reserves the right at its own cost to consult an independent engineering authority for certification and verification that there may or may not be any actual material and unreasonable adverse effects or technological interference with Licensee's Communications Equipment or the operation thereof.

7.4. Licensee agrees that it shall not allow, knowingly use or knowingly permit its Communications Facility to create unreasonable interference with equipment Licensor uses on Licensor's Property for public safety purposes and Licensee will use all reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensor. In the event any such interference does not cease within the aforementioned cure period then Licensee shall cease operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until it is able to resolve the problem. If Licensee is unable to remedy the interference, Licensor will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement in accordance with the terms of Paragraph 10.

7.5. Licensor will not, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents, independent contractors, or volunteers to interfere in any way with the Communications Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will use all reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor 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. If Licensor is unable to remedy the interference, Licensee will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement in accordance with the terms of Paragraph 10. Notwithstanding the foregoing, Licensee must accept any interference caused by the operation of any public safety equipment such as police, fire department and 9-1-1 dispatch, as long as such equipment is operating within applicable legal guidelines and requirements, and Licensor shall have no obligation to cease interference caused by such equipment.

8. TAXES

8.1 Licensee shall pay, annually to Licensor, an amount equal to any increase in real estate taxes or personal property taxes that may be attributable to any improvement to, or personal property placed on, the Licensed Premises by the Licensee which increases the assessed

valuation of the Licensed Premises. Licensee shall reimburse Licensor for the amount of any such tax payment within fifteen (15) business days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's prorata share thereof based upon the amount of the assessed valuation of the improvements to or personal property placed on the Licensed Premises by Licensee. Notice shall be given as provided in Paragraph 19.4 of this Agreement. Licensor shall take all reasonable measures to minimize real estate taxes. 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. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Premises. Licensor shall, without waiving any right to defend any assessments determined by or accruing to the City of Indianapolis or other taxing authority, reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents reasonably required therefor. The expense of any such proceedings 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 by Licensee. Where Licensee disagrees with any such requested prorata share amount, the Licensee shall be required, within the payment timeframe described above, to submit payment of the amount Licensee believes to be due with a notice and explanation of the disagreement. In the alternative, upon notice of disagreement, the parties may agree to have the disputed amount reviewed by using an independent local real estate appraiser. In such case, the parties shall at Licensee's expense, hire an independent local real estate appraiser(s) to make a calculation of Licensee's prorata share. Upon acceptance by both parties of the appraiser's report any and all prorata amounts determined to be the responsibility of Licensee shall be immediately due and payable to Licensor. Upon written request by Licensee, Licensor shall furnish evidence of payment of all real estate taxes.

9. WAIVER OF LIEN

9.1. Licensor waives any lien rights it may have concerning the Communications Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

9.2. In consideration for the above, Licensee agrees to indemnify, protect, defend, and hold harmless Licensor, Licensor's employees, officers, agents, contractors, invitees, licensees, and volunteers who may be performing tasks on behalf of Licensor on account of claims or mechanic's, material man or other liens imposed upon the Licensed Premises or any liability associated therewith (including payment of attorneys' fees, costs, and all expenses) in connection with any alterations, additions, or improvements to the Licensed Premises made by Licensee, Licensee's agents, employees, or contractors. In the event any lien is asserted against the Licensor's Property, Licensee will discharge the same within fifteen (15) business days of notice of same. The provisions of this paragraph will survive the termination of this Agreement.

10. TERMINATION

10.1. In addition to the Parties' right to terminate this License pursuant to Paragraph 11 of this License, this License may be terminated at any time upon any of the following events:

10.1.1. By Licensee if the approval of any agency, board, court, or any other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained or is revoked, or if Licensee determines the cost of obtaining such approval is prohibitive.

10.1.2. By Licensee upon ninety (90) days prior written notice to Licensor if, after the first five (5) years of the Initial Term, Licensee determines that the Licensed Premises are not appropriate for locating the Communications Facility for technological or for network economic and integration reasons, including, but not limited to, signal interference.

10.1.3. By Licensor if Licensee is subject to an action contemplated under Paragraph 18 herein.

10.1.4. By Licensor in accordance with Paragraph 10.4.

10.2. Licensee will give Licensor thirty (30) days written notice of termination of this License under the terms of Paragraph 10.1.1 and ninety (90) days written notice of termination under Paragraph 10.1.2 above. Upon such termination, neither party will owe any further obligations to the other under this License except for the indemnities and hold harmless provisions in this License, the provisions of Paragraph 10 of this License and the provisions of Paragraph 10.3 of this License. In the event Licensee terminates this License for the reasons set forth in Paragraphs 10.1.1 (except as provided in this paragraph below) or 10.1.2 above; or Licensor terminates this License for the reasons set forth in Paragraph 18 or Paragraph 11.1, Licensee shall pay Licensor a termination fee equal to six (6) months of Annual License Fees, 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 termination provision contained in any other provision of this Agreement, and including the following: irreconcilable signal interference; revocation of Licensee's license outside of Licensee's reasonable control; Licensor's default; a determination that the Licensor's Property is contaminated with Hazardous Substances; or termination due to casualty or eminent domain.

10.3. Within ninety (90) days after any event of termination, expiration or abandonment of this License, Licensee, unless otherwise requested by Licensor within thirty (30) days after such event, shall remove all of the Communications Facility from the Licensed Premises and restore the Licensed Premises to substantially the same condition it was in as of the Commencement Date of this License, as near as practicable (including if necessary and applicable, the removal of any concrete pads and footers to a depth of three feet (3') below grade level, but excluding underground utilities), normal wear and tear, and acts beyond Licensee's control excepted. If the License is terminated by Licensor for Licensee's material breach, by Licensor in accordance with Paragraph 10.1.3, by Licensee in accordance with Paragraph 10.1.1 or 10.1.2, or otherwise expires and there is public safety equipment on the Tower as contemplated in Paragraph 14.4 and/or a third party sublicensee/colocator is located on the

Tower and wishes to remain, upon Licensor's written request, Licensee shall transfer ownership of the Tower to Licensor in fee simple at no cost to Licensor, and in such event, Licensee shall have no obligation to remove the Tower (including concrete pads and footers) from the Licensed Premises. If the License is terminated by Licensor in accordance with Paragraph 10.4, upon Licensor's written request, Licensee shall transfer ownership of the Tower to Licensor in fee simple, provided that Licensor and Licensee determine a mutually acceptable purchase price, and in such event, Licensee shall have no obligation to remove the Tower (including concrete pads and footers) from the Licensed Premises. If Licensor and Licensee are unable to agree upon a mutually acceptable purchase price as described herein immediately above, Licensor may institute condemnation proceedings as allowed by law.

10.4. Should Licensor through the proper action of City Council determine that the Licensed Premises are necessary for public health, safety and welfare purposes, Licensor may terminate this License. Upon any such termination for City purposes, Licensor will give Licensee three hundred and sixty-five (365) days advance written notice of the termination date, and Licensor will in good faith work with Licensee to find a suitable alternate site on Licensor's Property to which Licensee could relocate its Communications Facility. If a suitable alternate site on Licensor's Property is not agreed upon within the first one hundred eighty (180) days of such notice period, Licensor agrees to work in good faith with Licensee and make available to Licensee a temporary location on Licensor's Property mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels until a permanent location is agreed upon and the Communications Facility is re-installed at such new location, but not to exceed twelve (12) months from date of termination. Upon termination without relocation, neither party will owe any further obligations under this License except for the indemnities and hold harmless provisions and the provisions of Paragraph 12 of this License.

10.5. Upon any termination of this License, whether for cause, convenience or upon its normal expiration, Licensee shall be required to compensate Licensor, in accordance with the surety arrangement as described herein below, for any actual and direct costs or expenses incurred by Licensor in winding up its relationship with Licensee under this License; having Licensee's Communications Facility moved or modified following the removal period in Paragraph 10.3; or facilitating an assignment or transfer of Licensee's interest to another party. Throughout the term of this Agreement, Licensee shall be required to maintain a self-renewing and replenishing completion and removal surety bond naming Licensor as the obligee in the amount of Twenty-Five Thousand Dollars and No Cents (US$25,000.00) in a form acceptable to Licensor's legal counsel. Such bond as referenced herein above shall, upon the request of the Licensor, be increased with the exercise of each Extended Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by Licensor and Licensee.

11. DEFAULT

11.1. If Licensee fails to comply with any provision of this License and such failure is not cured within forty-five (45) days after receipt of written notice thereof sent by Licensor to Licensee, Licensor may, at its option, cure the failure of Licensee at Licensee's expense, or Licensor may terminate this License without affecting its right to demand, sue for, and collect all

of its damages arising out of Licensee's failure to comply. If any such default cannot reasonably be cured within forty-five (45) days, Licensee will not be deemed to be in default under this License if Licensee commences curing such default within the forty-five (45) day period aforesaid and thereafter diligently effects and concludes such cure within one hundred twenty (120) days of notice of the default.

11.2. The following will be deemed a default by Licensor and a breach of this License: (i) Licensor's failure to provide access to the Licensed Premises as required by Paragraph 6 hereof within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Paragraph 7 hereof within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to comply with any other provision of this License and such failure is not cured within forty-five (45) days after receipt of written notice thereof sent by Licensee to Licensor. In the event of a Licensor default, Licensee may, at its option, cure the failure of Licensor at Licensor's expense, or Licensee may terminate this License without affecting its right to demand, sue for, and collect all of its damages arising out of Licensor's failure to comply. If any such default cannot reasonably be cured within forty-five (45) days, Licensor will not be deemed to be in default under this License if Licensor commences curing such default within the forty-five (45) day period aforesaid and thereafter diligently effects such cure within one hundred twenty (120) days of notice of the default.

11.3. The rights and remedies of the parties as set forth in this License are not exclusive and the parties, in the event of a breach of this License or a dispute, are entitled to pursue any of the remedies provided in this License, by law, or by equity.

11.4. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this License will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

12. LIABILITY, INDEMNITY AND INSURANCE

12.1. Licensee agrees to indemnify, protect, defend, and hold harmless Licensor and Licensor's elected officials, employees, officers, agents, contractors, invitees, licensees, and volunteers from any and all claims (including attorney's fees and costs), loss, damages or liability arising from any breach of this Agreement by Licensee, or any act, omission, or intentional tort of Licensee or Licensee's agents, employees, contractors, invitees, licensees and volunteers in or about the Premises, except to the extent attributable to the negligent or intentional act or omission of Licensor, its elected officials, employees, officers, agents, contractors, invitees, licensees, and volunteers.

12.2. During the Term of this Agreement, Licensee shall at its sole expense carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Licensor's Property and the Licensed Premises, such insurance to afford protection of up to

Three Million Dollars (US$3,000,000.00) per occurrence and Six Million Dollars (US$6,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. The limits of insurance required may be satisfied by a combination of blanket primary and umbrella/excess liability policies. Licensee's CGL insurance shall contain a provision including Licensor as additional insured. 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, its elected officials, employees, officers, agents, contractors, invitees, licensees, or volunteers or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its elected officials, employees, officers, agents, contractors, invitees, licensees, or volunteers; and (iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any. Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required herein. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth herein: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any claim, demand, lawsuit, or the like without prior written consent of Licensee; and (iii) Licensor shall reasonably cooperate with Licensee, at Licensee's sole expense in the defense of the claim, demand, lawsuit, or the like. Said insurance and self-insurance limits as referenced herein above shall, upon the request of the Licensor, be increased with the exercise of each Extended Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by Licensor and Licensee.

12.3 Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, 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.

13. ASSIGNMENT/SUBLICENSE

13.1 Following written notification to Licensor, Licensee will have the right to assign, sell or transfer the entirety of its interest under this Agreement without Licensor's consent, to: (a) Licensee's affiliate; (b) any entity with a net worth of at least Fifty Million Dollars and No Cents (US$50,000,000.00); or (c) any entity that acquires all or substantially all of Licensee's assets in the market as such may be defined by the Federal Communications Commission (or any successor agency) in which Licensor's Property is located. Upon notification to Licensor of such assignment, transfer or sale, Licensee will be relieved of all future performance, but shall be required to perform on all past obligations and duties. Licensee may not otherwise assign this Agreement or sublet or sublicense the Licensed Premises or any portion thereof to another entity without written notification and subsequent written approval by Licensor which shall not be unreasonably withheld.

13.2 With the prior written consent of Licensor, Licensee shall have the right to sublicense, through collocation, portions of the Licensed Premises and the Tower to third parties as follows: (i) Where Licensee sublicenses ground space within the Licensed Premises in order to allow a third party to collocate on the Tower, such collocation shall require a revenue sharing arrangement between the parties in regards to each collocation and/or sublicense whereby Licensor shall, for each collocator, receive an annual fee ("Collocation Fee") from Licensee equal to one-half of the actual annual rent or license fee being paid to Licensee by a sublicensee (such Collocation Fee calculation shall include only rent or license fees paid to Licensee by a sublicensee and shall specifically exclude any taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Licensee for which sublicensee provides direct remittance of or reimbursement to Licensee) or Seven Thousand Two Hundred Dollars and No Cents (US$7,200.00), whichever amount shall be greater. (Said Seven Thousand Two Hundred Dollars and No Cents (US$7,200.00) amount shall be referred to as the "Collocation Fee Floor Amount" and shall for the purposes of its initial calculation in any specific collocation application subsequent to the Commencement Date, increase annually as the License Fee in accordance with Paragraph 5.1. Should Licensee seek to sublicense portions of the Tower and/or Licensed Premises to a collocator for an amount that would cause Licensor to realize a Collocation Fee less than the Collocation Fee Floor Amount, the Licensor and Licensee agree to enter into discussions in an attempt to reach a reasonable and mutually acceptable unique Collocation Fee that is specific to that individual collocator; (ii) Should Licensee sublicense space on its Tower to a new collocator and that collocator requires additional ground space exceeding or outside of the parameters of the Licensed Premises as defined herein, Licensor shall upon written request, enter into discussions with Licensee and/or any sublicensee to reach a reasonable and mutually acceptable economic solution to Licensee's or sublicensee's need for additional space. In such case there shall be no additional Collocation Fee as described in this Paragraph where Licensee or collocator is paying a separate fee for the collocator's use of ground space to Licensor.

13.3 In no event shall Licensee be allowed to sublet or sublicense in a manner that overburdens the engineering capabilities of the Tower; provided that Licensee or its sublicensee shall be permitted to make reasonable modifications to the Tower to accommodate a collocator. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

14. WARRANTIES

14.1. Upon the payment by the Licensee of any sums or other charges herein for provided, and upon the observance and performance of all the covenants, terms, and conditions on Licensee's part to be observed and performed, Licensee shall peaceably and quietly hold and enjoy the Licensed Premises for the Term hereby demised without hindrance or interruption by Licensor or any other person or persons lawfully or equitably claiming by, through, or under the Licensor, subject, nevertheless, to the terms and conditions of this Agreement.

14.2. Licensor represents, warrants and agrees that to the best of its knowledge: (i) Licensor owns and controls Licensor's Property; (ii) Licensor's Property 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 Licensed Premises under this Agreement; (iii) 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 (iv) if Licensor's Property 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.

14.3 Licensee may not, without Licensor's consent which consent may not be unreasonably denied, withheld or delayed, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness to any or all of Licensee's interest in this License any part thereof, and any and all of Licensee's right, title, and interest in and to any and all of the Communications Facility.

14.4 Licensee acknowledges and understands that Licensee shall, upon written request from Licensor, permit Licensor or Licensor's designee to install communications equipment owned, operated or controlled by Licensor or other governmental/public entities on the Licensed Premises and/or the Tower. Such communication equipment shall be for the purpose of promoting the health, safety or general welfare of the community. Licensee shall not be responsible for any costs or obligations relating to said equipment including but not limited to the purchase, installation, operation and removal of said equipment. In addition, Licensee shall not be liable for any injuries or damages caused by Licensor or its employees, contractors or other agents relating in any way to the installation, operation and removal of said equipment. Upon Licensor's request to install additional communications equipment, Licensor shall present Licensee with frequency plans and all plans, diagrams and equipment specifications available so that Licensee shall have the opportunity to review such information and make determinations as to whether or not placement of such communications equipment would interfere with Licensee's operation of its Communications Facility. Licensor, if requested by Licensee, shall also present Licensee with an engineering analysis evaluating the loading of the Tower. Licensee shall not unreasonably withhold, delay or deny Licensor's request for placement of additional facilities on the Licensed Premises or Tower. In the event the proposed communications equipment interferes in any manner whatsoever with the operation and use of the Licensed Premises or Licensee's Communications Facility, Licensor agrees, at its sole cost and expense, to resolve said problem to the satisfaction of Licensee. Further, Licensee shall not be entitled to charge a fee or seek any compensation for placement and operation of the Licensor's communications equipment installed for the purpose of promoting the health, safety and general welfare of the community; provided that Licensee may abate any out-of-pocket costs related to satisfying Licensor's placement and modification of its communications equipment.

15. REPAIRS

15.1 Licensee shall maintain the Licensee's Communications Facility in good and safe condition and repair. Licensee shall be required to keep Licensee's Communications Equipment and the Licensed Premises in good repair at all times in accordance with normal industry

standards. Licensor will maintain and repair Licensor's Property and access thereto and all areas of the Licensed Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Upon expiration or termination hereof, Licensee shall restore the Licensed Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and acts beyond Licensee's control excepted. In no event shall Licensor have any obligations to repair or maintain any portion of the Communications Equipment. However, should Licensor, its agents or employees be a direct cause of damage to Licensee's Communications Equipment that requires repair or maintenance, Licensor shall reimburse Licensee the costs of any such repairs or maintenance.

16. HAZARDOUS SUBSTANCES/ENVIRONMENTAL LAWS

16.1 As used herein the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state, or local laws relating to pollution or protection of human health or the environment, including, without any limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., and laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

"Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a Hazardous Substance, "extremely hazardous waste","a restricted hazardous waste", "hazardous material", "hazardous chemical", "hazardous waste", "regulated substance", "a toxic chemical", "a toxic substance", or other similar term in any Environmental Law.

16.2 Licensee agrees that it will not use, generate, store, or dispose of any Hazardous Substances on, under, about, or within the Licensor's Property in violation of any Environmental Laws. Licensor represents, warrants, and agrees (1) that to Licensor's knowledge, neither Licensor nor any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substances on, under, about, or within the Licensed Premises in violation of any Environmental Law and to the best of Licensor's knowledge, Licensor's Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation, and (2) that Licensor will not, and will not knowingly permit any third party, to use, generate, store, or dispose of any Hazardous Substances on, under, about or within, the Licensor's Property in violation of any Environmental Law. Licensor and Licensee agree that each will be responsible

for compliance with any and all applicable Environmental Laws to the extent such apply to that party's activity conducted in or on Licensor's Property. Licensee agrees to defend, indemnify, and hold harmless Licensor and Licensor's employees, officers, agents, contractors, invitees, licensees, and volunteers from and against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty, or agreement contained in this paragraph. If, during the Term of this Agreement, it is determined that the Licensor's Property is contaminated with Hazardous Substances by a party other than Licensee, Licensee shall have the right to terminate this Agreement upon thirty (30) days written notice to Licensor, but shall have no action for damages against Licensor. This paragraph shall survive the termination of this Agreement.

17. CASUALTY AND EMINENT DOMAIN

17.1 Licensor will provide notice to Licensee of any known casualty or other harm affecting Licensor's Property within seventy-two (72) hours of Licensor's actual knowledge of the casualty or other harm. If any part of the Communications Facility or Licensor's Property is damaged by casualty or other harm as to render the Licensed Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such notice. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. Licensor agrees, if technologically feasible, to permit Licensee to place temporary transmission and reception facilities on Licensor's Property, but only 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 License Fees. If Licensor or Licensee undertakes to rebuild or restore Licensor's Property and/or the Communications Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on Licensor's Property at no additional License Fees until the reconstruction of Licensor's Property and/or the Communications Facility is completed. If Licensor determines not to rebuild or restore Licensor's Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee, and Licensee decides not to terminate under this Paragraph, then Licensee may request that Licensor promptly rebuild or restore any portion of Licensor's Property interfering with or required for Licensee's permitted use of the Licensed Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the License Fee shall be abated until Licensor's Property and/or the Communications Facility are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on Licensor's Property.

17.2 In the event of a condemnation which materially affects Licensee's operations at the Licensed Premises, Licensor shall notify Licensee within fifteen (15) days of Licensor's receipt of notice. Licensee may terminate the Agreement in accordance with Paragraph 10, and may pursue its own separate awards in the condemnation proceeds, but Licensee shall have no right to reduce any award payable to Licensor.

17.3 Should Licensee be subject to an early termination of this Agreement as described in this Paragraph 17 due to the occurrence of a casualty event or eminent domain action during

the term of this Agreement, Licensor agrees to provide Licensee with a future cash equivalent credit or future fee/rental payment offset in an amount equal to any prepaid, but then unearned, portion of License Fee on a pro-rata basis. Such cash equivalent credit or future fee/rental payment offset may only be used by Licensee to satisfy fee/rental payment obligations between the Licensor and Licensee under a future mutually agreed upon communications site lease agreement or other materially similar wireless communications siting agreement between the parties.

18. FORECLOSURE AND RECEIVERSHIP

18.1. Upon the filing of any voluntary or involuntary petition under the Bankruptcy Code by or against Licensee or any action for foreclosure or other judicial sale of Licensee and/or Communication Facilities located on the Licensed Premises, Licensee shall so notify Licensor within a reasonable time.

18.2. Upon notice by Licensee, in accordance with 18.1 above (or thirty (30) days following such filing or action by or against Licensee, whichever comes first), Licensor shall have the right to terminate, pursuant to the provisions of Paragraph 10, Licensee's leasehold interest, subject to any applicable provisions of Law, including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Licensee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days or unless:

18.2.1. Within one hundred and twenty (120) days after election or appointment, such receiver or trustee shall have fully agreed to comply with all the requirements and obligations of this License and remedied all defaults hereunder; and

18.2.2. Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Licensee and/or Communications Facilities, whereby such receiver or his trustee assumes and agrees to be bound by each and every provision of this License.

18.2.3. Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Licensee and/or Communications Facilities, whereby such receiver or his trustee assumes and agrees to be bound by each and every provision of this License.

19. MISCELLANEOUS

19.1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by

both parties. With the full execution of this Agreement, and the Prior License having now expired, all obligations under the Prior Agreement are now complete and fully terminated as originally intended in the Prior License. Any agreement whereby any person or entity guaranteed AT&T or its predecessors' obligations under the Prior License are also terminated.

19.2. If any term, covenant, condition or provision of this Agreement or application thereof, to any extent, is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.3. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

19.4. Any notice or demand required to be given herein shall be made by U.S. registered or certified mail, return receipt requested, or by hand by nationally recognized overnight express delivery service to the address of the respective parties set forth below:

Licensor:

David Schwartz
Deputy Chief
Division of Public Safety Communications
Department of Public Safety
47 South State Avenue
Indianapolis IN 46201
Phone: (317) 327-7315
David.Schwartz@indy.gov

With Copy to:

Paul F. Smith
City of Indianapolis
Real Estate Manager
Suite 2260
200 East Washington Street
Indianapolis, Indiana 46203
(317) 327-5832 Phone
(317) 327-7097 Fax
Paul.Smith2@indy.gov

And

Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IN0036; Name: Broad Ripple;
Fixed Asset No: 10024055
575 Morosgo Drive NE
13-F West Tower
Atlanta, GA 30324

With Copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: IN0036; Name: Broad Ripple;
Fixed Asset No: 10024055
208 S. Akard Street
Dallas, Texas 75202-4206

For Tax related notices to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: IN0036; Name: Broad Ripple;
Fixed Asset No: 10024055
575 Morosgo Drive NE
13-F West Tower
Atlanta, GA 30324

Christopher L. Miller
Ice Miller, LLP.
250 West Street
Columbus, Ohio 43215
(614) 462-5033 Phone
(614) 224-3886 Fax
Christopher.miller@icemiller.com

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other Party. All notices hereunder shall be deemed received upon actual receipt.

19.5. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. Any dispute arising hereunder shall be litigated in the appropriate courts in Marion County, Indiana.

19.6. Licensor warrants that is has the authority to enter into this Agreement.

19.7. After preparation of the legal description of the Licensed Premises, each party, at the request of the other, will sign a Memorandum of License, in such a form as may be reasonably requested. Licensee, at its sole expense, may record the Memorandum of License in the land records of the recording office(s) reasonable for notice purposes.

19.8. Upon Licensees completion of any new construction, modification or repair, Licensee shall provide Licensor with "as built" drawings detailing any and all utility installations and/or construction, modification or repair.

19.9. In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement, except a situation that involves an assignment or sublease of the Licensed Premises, such party shall not unreasonably delay or withhold its approval or consent.

19.10. Headings and subheadings used in this Agreement are for informational purposes only and shall have no legal effect.

19.11. Time is of the essence regarding this Agreement including each and all of its provisions.

19.12. All Attachments and Exhibits annexed hereto form material parts of this Agreement.

19.13. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

19.14 Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Licensee's use of the Communications Facility on Licensor's Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Tower, use of Licensor's Property and any other improvements on Licensor's Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

City of Indianapolis
Department of Public Safety
Division of Public Safety Communications
47 S State Avenue
Indianapolis, IN 46201

By: _____

Print: Valerie Washington

Title: Deputy Director / CFO

Date: 10/1/14

WITNESSES:

_____
Sign Name

_____
Print Name

_____
Sign Name

_____
Print Name

LICENSOR:

STATE OF INDIANA

COUNTY OF MARION

On October 1, 2014, before me, Paul F. Smith Notary Public, personally appeared Valerie Washington personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public _____
My commission expires:

PAUL F. SMITH
Marion County
My Commission Expires
March 12, 2016

LICENSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print: MARC DALEMAN

Title: Sr Real Est Coord M

Date: 9/26/14

WITNESSES:

_____
Sign Name

Virgie Kudla
Print Name

_____
Sign Name

Michael Rice
Print Name

LICENSOR:

STATE OF Michigan

COUNTY OF OAKLAND

On SEPTEMBER 26, 2014, before me, Virgie Kudla Notary Public, personally appeared MARC DALEMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

VIRGIE KUDLA
Notary Public - Michigan
Wayne County
My Commission Expires Feb 15, 2016
Acting in the County of Oakland

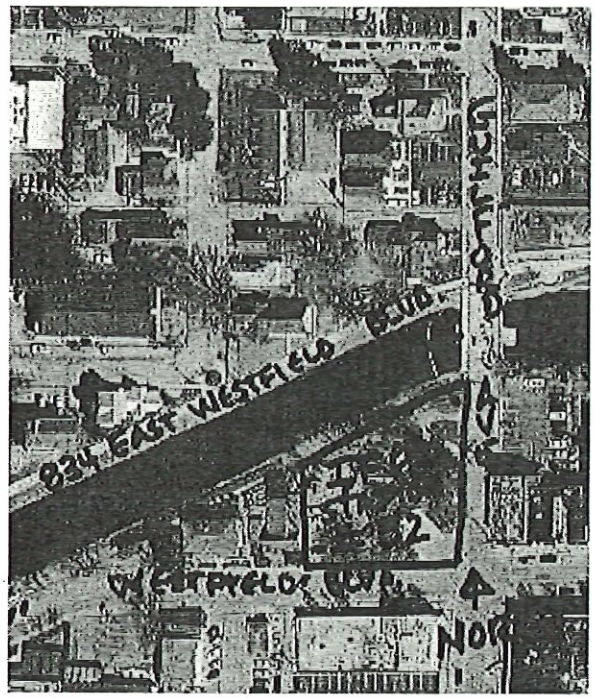
EXHIBIT A

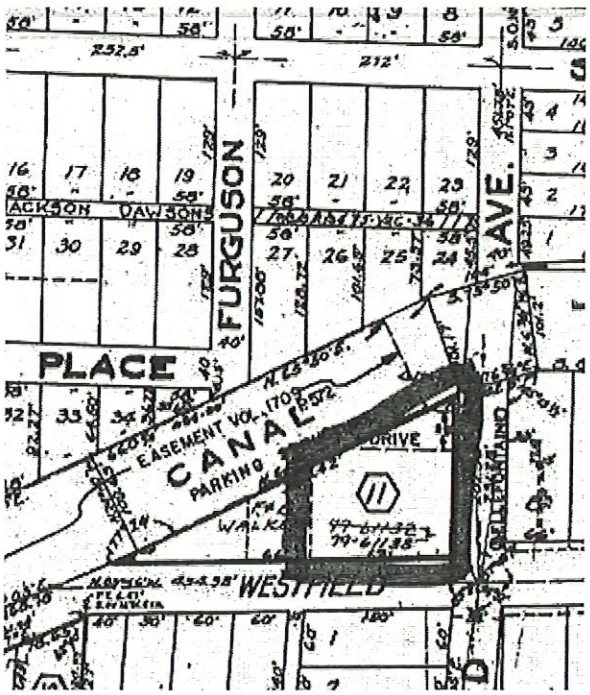
DESCRIPTION OF LICENSOR'S PROPERTY

Indianapolis Fire Station #32

A part of the South Half of the Southwest Quarter of Section 36, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township, Marion County, Indiana, more particularly described as follows:

All of the real estate bounded by Westfield Boulevard on the South, Guilford Avenue on the East, the Indianapolis Water Company Canal on the North and the property transferred to Walker and Sons, L.L.C. by Warranty Deed recorded October 12, 2000 as Instrument Number 2000-0162994 in the Office of the Recorder of Marion County, Indiana on the West.





NOTE: This description is not the record description of this property which was not provided or found at this time. This description was prepared for use in a cell tower license and should not be used for transfer of property title.

EXHIBIT B

DESCRIPTION OF LICENSED PREMISES

An approximate 480 Square Foot portion of the real property situated at 6330 Guilford Avenue, City of Indianapolis, Marion County, Indiana, which is also known as Indianapolis Fire Department Station 32. Also see Pages "C-1" and "C-2" of Exhibit C to this Agreement.

EXHIBIT C

LICENSEE'S TOWER AND SITE PLAN WITH COMMINICATIONS EQUIPMENT/COMMUNICATIONS FACILITIES

Attached are six pages of AT&T Construction Drawings for AT&T Site IN0036 (CO36-BROADRIPPLE), AT&T FA#: 10024055, dated May 28, 2014

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LTE 2ND CARRIER INSTALL BY GOODMAN NETWORKS
SITE #: IN0036
SITE NAME: C036-BROADRIPPLE
AT&T FA #: 10024055
CCI BU# 840782
6330 GUILDFORD AVE
INDIANAPOLIS, IN 46220



AREA MAP



LOCATION MAP

SITE NAME:		C036-BROADRIPPLE
SITE NUMBER:		IN0036
SITE ADDRESS:		6330 GUILFORD AVE INDIANAPOLIS, IN 46220 MARION COUNTY
LANDLORD:	NAME	CROWN CASTLE #811206
	ADDRESS	3077 E 98TH ST, #230
	CITY, ST	INDIANAPOLIS, IN 46280
		(307) 249-2055
APPLICANT:	NAME	AT&T MOBILITY
	ADDRESS	220 N. MERIDIAN ST
	CITY, ST	INDIANAPOLIS, IN 46204
	TELEPHONE	(800)-632-2822

PROJECT SUMMARY

SHT NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	SHELTER PLANS
C-3	MONOPOLE ELEVATIONS
C-4	DETAILS
A-1	ANTENNA SCHEDULE AND AZIMUTHS
A-2	COAX DIAGRAM (SECTOR 1)
A-3	COAX DIAGRAM (SECTORS 2 & 3)
E-1	GROUNDING SCHEMATIC
E-2	GROUNDING DETAILS AND ELECTRICAL NOTES

DRAWING INDEX

LATITUDE: 39° 52' 14.9982" N (39.870833°)
LONGITUDE: -86° 08' 35.0018" W (-86.14306°)

FROM 16025 NORTHLAND DR, SOUTHFIELD, MI 48075

HEAD EAST ON NORTHLAND DR TOWARDS NORTHWESTERN HWY, TAKE THE 1ST RIGHT ONTO NORTHWESTERN HWY, TURN RIGHT ONTO W 8 MILE SRV RD, CONTINUE ONTO W 8 MILE RD, SLIGHT LEFT TOWARDS M-39 S, TAKE THE SLIP ROAD ON THE LEFT ONTO M-39 S, SLIGHT RIGHT ONTO SOUTHFIELD RD, TURN RIGHT TO MERGE ONTO I-75 S, TAKE EXIT 204 TO MERGE ONTO I-475 W TOWARDS US-23/MAUMEE/ANN ARBOR, TAKE EXIT 4 TO MERGE ONTO US-24 W TOWARDS NAPOLEON, TURN LEFT TO MERGE ONTO I-469 S/US-24 W/U.S. 30 E, CONTINUE TO FOLLOW I-469 S, TAKE EXIT 0A TO MERGE ONTO I-69 S TOWARDS INDIANAPOLIS, CONTINUE ONTO BINFORD BLVD (SIGNS FOR STATE FAIRGROUNDS), TURN RIGHT ONTO E 62ND ST, CONTINUE ONTO BROAD RIPPLE AVE, TURN RIGHT ONTO GUILFORD AVE, DESTINATION WILL BE ON THE LEFT, 6330 GUILFORD AVE, INDIANAPOLIS, IN 46220, USA

DIRECTIONS TO SITE

AT&T TO REPLACE (3) ANTENNAS AND ADD (3) NEW RRH'S WITH A2 MODULES AND GROUND EQUIPMENT 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

IN0036
SITE NAME:
C036-BROADRIPPLE
AT&T FA#: 10024055

6330 GUILFORD AVE
INDIANAPOLIS
IN 46220
MARION COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	28MAY14	FINAL-REV 1	RC
0	07APR14	FINAL	NS
B	28MAR14	REVISIONS	NS
A	05MAR14	PRELIM CDS 90%	RC

PETER LICHOWSKI REGISTERED AR10700147 STATE OF INDIANA ARCHITECT

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THIS LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT.

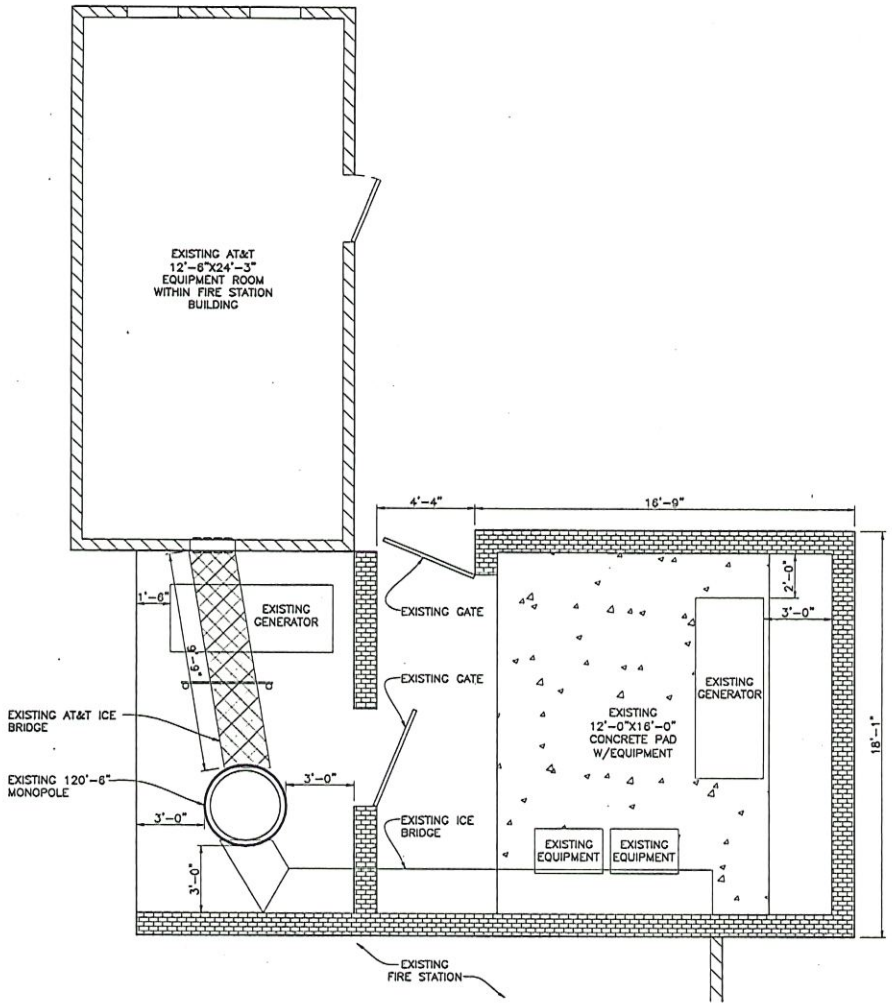
SHEET TITLE:
TITLE SHEET

PROJECT NO.:
IN0036

SHEET NUMBER:
T-1

DO NOT SCALE DRAWINGS

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1 C-1 SITE PLAN
SCALE 3/8"=1'-0"

REFER TO GRAPHIC SCALE FOR
11"x17" DRAWINGS

0' 1'4" 2'-8" 5'-4" 8'

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

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

IN0036
SITE NAME:
CO36-BROADRIPPLE
AT&T FA#: 10024055

6330 GUILFORD AVE
INDIANAPOLIS
IN 46220
MARION COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	28MAY14	FINAL-REV 1	RC
0	07APR14	FINAL	NS
B	28MAR14	REVISIONS	NS
A	05MAR14	PRELIM CDS 90%	RC

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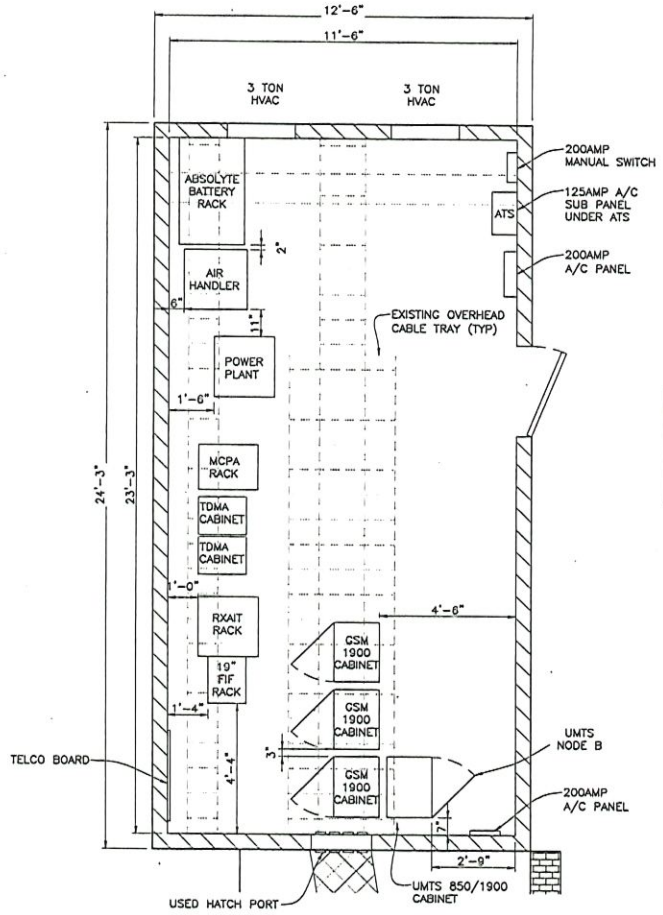
SHEET TITLE:
SITE PLAN

PROJECT NO.:
IN0036

SHEET NUMBER:
C-1

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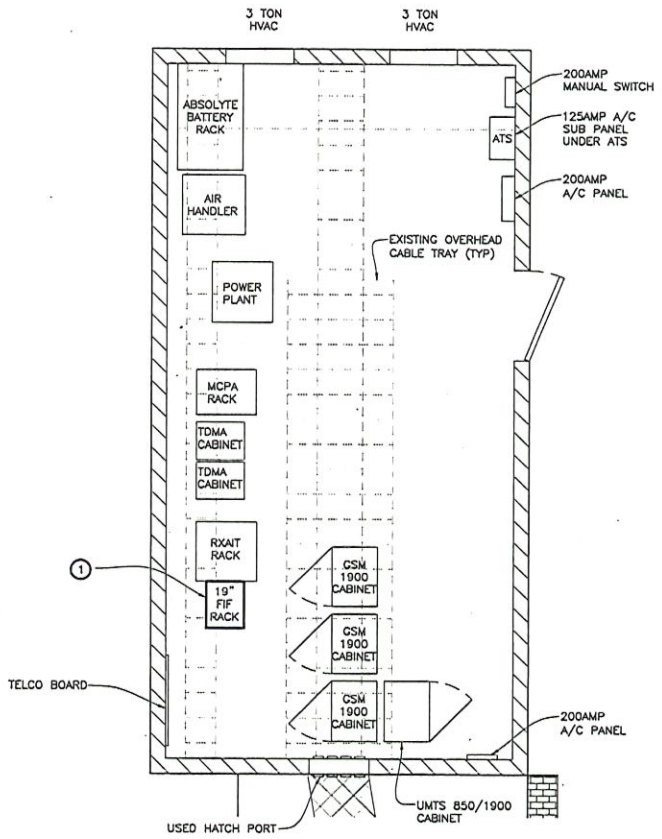
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2 C-2 EXISTING EQUIPMENT PLAN
SCALE 1/2"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS
0' 1' 2' 4' 6'

NEW EQUIPMENT LEGEND

1	REMOVE EXISTING DUL20 AND REPLACE WITH PROPOSED DUS41 RBS UNIT. RECONNECT POWER, TELCO, GROUNDING, AND EQUIPMENT FEEDS TO NEW DUS41



1 C-2 PROPOSED EQUIPMENT PLAN
SCALE 1/2"=1'-0"
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS
0' 1' 2' 4' 6'

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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

IN0036
SITE NAME:
CO36-BROADRIPPLE
AT&T FA#: 10024055

6330 GUILFORD AVE
INDIANAPOLIS
IN 46220
MARION COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	28MAY14	FINAL-REV 1	RC
0	07APR14	FINAL	NS
B	28MAR14	REVISIONS	NS
A	05MAR14	PRELIM CDS 90%	RC

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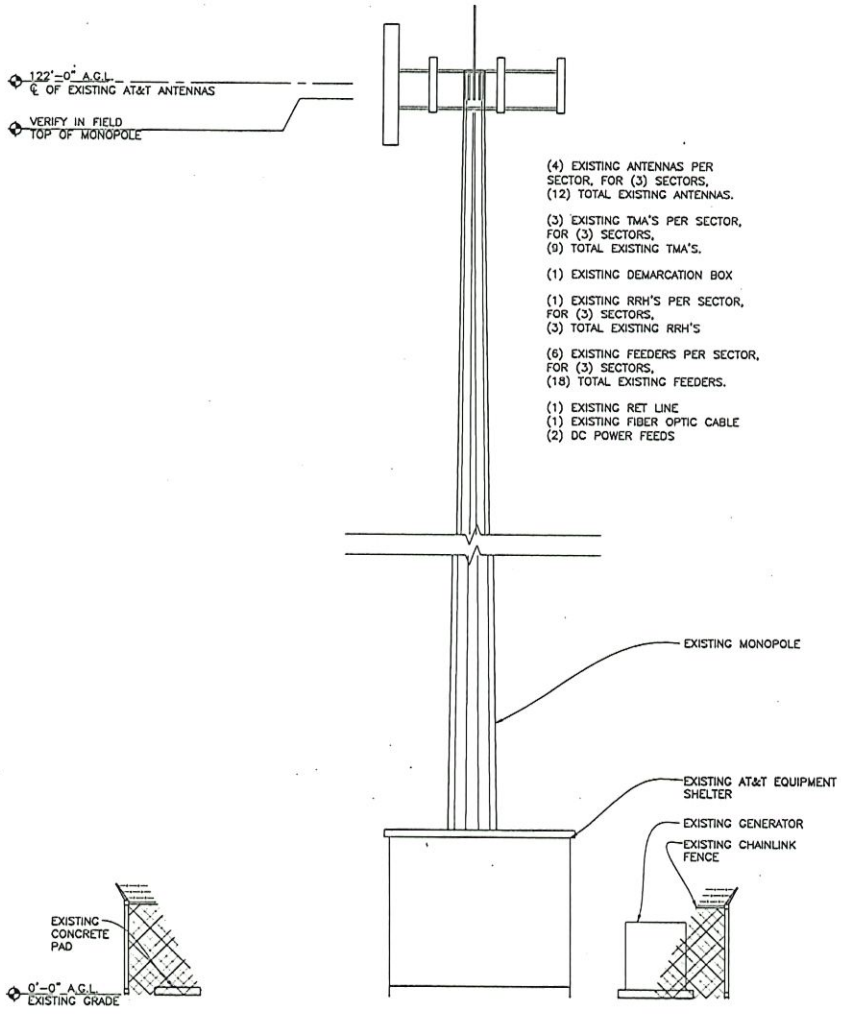
SHEET TITLE:
EQUIPMENT PLANS

PROJECT NO.:
IN0036

SHEET NUMBER:
C-2

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2 C-3 EXISTING MONOPOLE ELEVATION
SCALE 1/4"=1'-0"

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

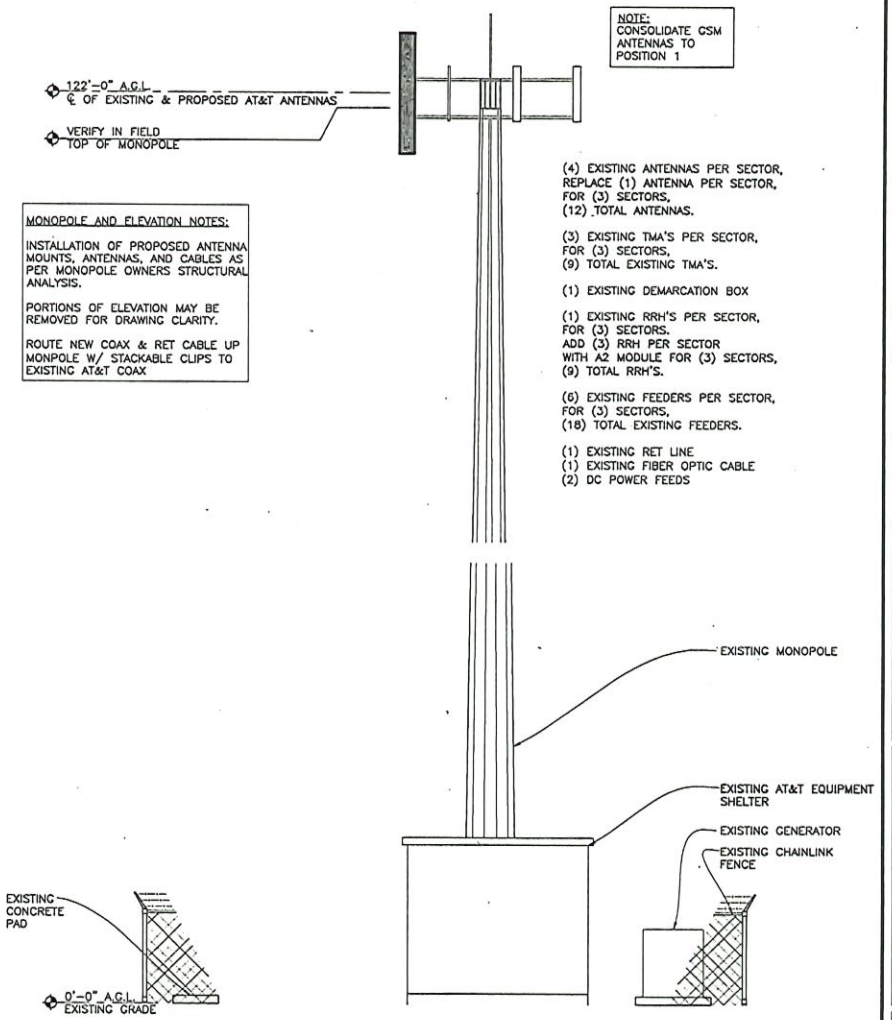
0' 2' 4' 8' 12'

MONOPOLE AND ELEVATION NOTES:

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

PORTIONS OF ELEVATION MAY BE REMOVED FOR DRAWING CLARITY.

ROUTE NEW COAX & RET CABLE UP MONPOLE W/ STACKABLE CLIPS TO EXISTING AT&T COAX



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

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

0' 2' 4' 8' 12'

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IN0036
SITE NAME:
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AT&T FA#: 10024055

6330 GUILFORD AVE
INDIANAPOLIS
IN 46220
MARION COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	28MAY14	FINAL-REV 1	RC
0	07APR14	FINAL	NS
B	28MAR14	REVISIONS	NS
A	05MAR14	PRELIM CDS 90%	RC

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SHEET TITLE:
MONOPOLE ELEVATIONS

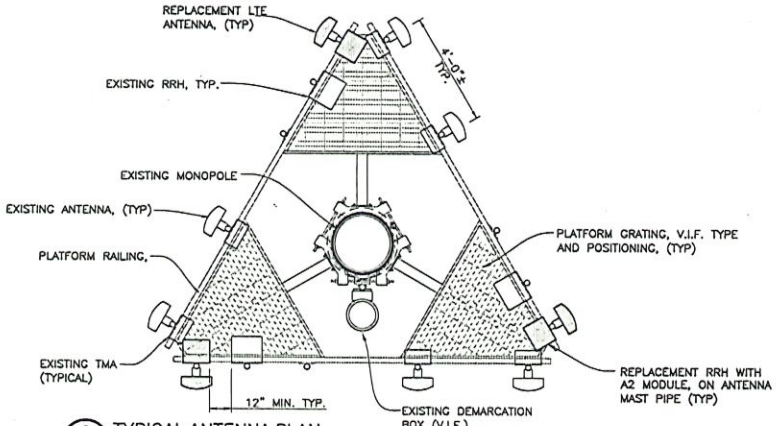
PROJECT NO.:
IN0036

SHEET NUMBER:
C-3

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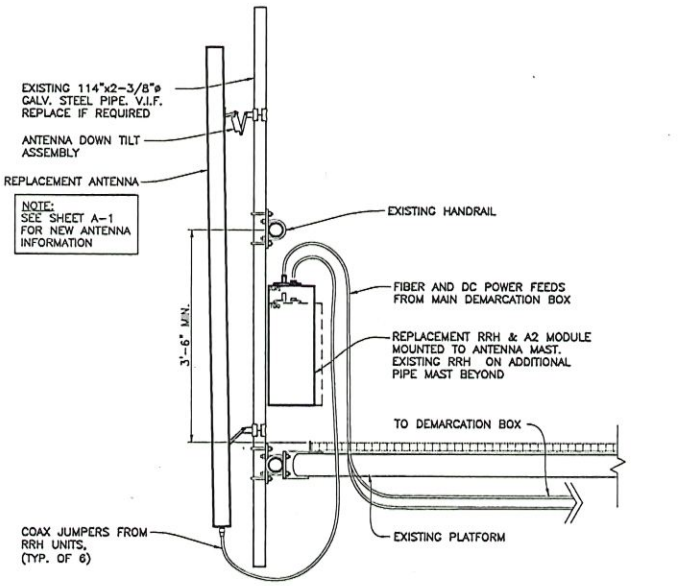
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INSTALLATION OF PROPOSED ANTENNA MOUNTS, ANTENNAS, AND CABLES AS PER TOWER OWNERS STRUCTURAL ANALYSIS.



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

0' 1' 2' 4' 6'



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

0' 6" 1' 2' 3'

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IN 46220
MARION COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	28MAY14	FINAL-REV 1	RC
0	07APR14	FINAL	NG
B	28MAR14	REVISIONS	NG
A	05MAR14	PRELIM CDS 90%	RC

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SHEET TITLE:
EQUIPMENT PLANS

PROJECT NO.:
IN0036

SHEET NUMBER:
C-4

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	ITEM DESCRIPTION	SECTOR 1 (ALPHA)				SECTOR 2 (BETA)				SECTOR 3 (GAMMA)			
		54°	54°	54°	60°	174°	174°	174°	180°	294°	294°	294°	300°
		1	2	3	4	1	2	3	4	1	2	3	4
	COLOR CODE	CONTRACTOR TO VERIFY COAX COLOR CODING WITH GOODMAN NETWORKS CONSTRUCTION MANAGER				CONTRACTOR TO VERIFY COAX COLOR CODING WITH GOODMAN NETWORKS CONSTRUCTION MANAGER				CONTRACTOR TO VERIFY COAX COLOR CODING WITH GOODMAN NETWORKS CONSTRUCTION MANAGER			
	ANTENNA TYPE	(E) GSM POWERWAVE RA21.7770	(E) UMTS POWERWAVE RA21.7770	(E) GSM POWERWAVE RA21.7770	REPLACEMENT LTE COMMSCOPE SBNHH-1D65C	(E) GSM POWERWAVE RA21.7770	(E) UMTS POWERWAVE RA21.7770	(E) GSM POWERWAVE RA21.7770	REPLACEMENT LTE COMMSCOPE SBNHH-1D65C	(E) GSM POWERWAVE RA21.7770	(E) UMTS POWERWAVE RA21.7770	(E) GSM POWERWAVE RA21.7770	REPLACEMENT LTE COMMSCOPE SBNHH-1D65C
	ANTENNA RAD CENTER	122'	122'	122'	122'	122'	122'	122'	122'	122'	122'	122'	122'
LTE	MECHANICAL DOWNTILT	–	–	–	2°	–	–	–	0°	–	–	–	2°
LTE	700/850 ELEC. DOWNTILT	–	–	–	5°	–	–	–	2°	–	–	–	4°
LTE	AWS/1900 ELEC. DOWNTILT	–	–	–	2°	–	–	–	1°	–	–	–	2°
UMTS	MECHANICAL DOWNTILT	–	0°	–	–	–	0°	–	–	–	0°	–	–
UMTS	850 ELEC. DOWNTILT	–	6°	–	–	–	6°	–	–	–	8°	–	–
UMTS	1900 ELEC. DOWNTILT	–	4°	–	–	–	5°	–	–	–	6°	–	–
GSM	MECHANICAL DOWNTILT	0°	–	–	–	0°	–	–	–	0°	–	–	–
GSM	850 ELEC. DOWNTILT	6°	–	–	–	6°	–	–	–	8°	–	–	–
GSM	1900 ELEC. DOWNTILT	2°	–	–	–	2°	–	–	–	2°	–	–	–
	FIBER FEEDER	–	–	–	(E) (1)	–	–	–	–	–	–	–	–
	DC FEEDS	–	–	–	(E) (2)	–	–	–	–	–	–	–	–
	MAIN COAX SIZE	7/8"	7/8"	–	–	7/8"	7/8"	7/8"	–	7/8"	7/8"	–	–
	MAIN COAX LENGTH (CUT LENGTH)	(E)	(E)	–	–	(E)	(E)	(E)	–	(E)	(E)	–	–
	NUMBER OF COAX	(E) (2)	(E) (2)	(E) (2)	–	(E) (2)	(E) (2)	(E)–(2)	–	(E) (2)	(E) (2)	(E) (2)	–
	NUMBER OF TMA	(E) (1)	(E) (1)	(E) (1)	–	(E) (1)	(E) (1)	(E)–(1)	–	(E) (1)	(E) (1)	(E) (1)	–
	NUMBER OF DIPLEXERS ON TOWER	(E) (2)	–	–	–	(E) (2)	–	–	–	(E) (2)	–	–	–
	NUMBER OF DIPLEXERS ON GRADE	(E) (2)	(E) (2)	–	–	(E) (2)	(E) (2)	(E)–(1)	–	(E) (2)	(E) (2)	–	–
	DEMARCATION BOX	–	–	–	(E) (1)	–	–	–	–	–	–	–	–
	DC SURGE SUPPRESSION BOX	–	–	–	–	–	–	–	–	–	–	–	–
	UMTS RRH UNITS ON TOWER	–	–	–	–	–	–	–	–	–	–	–	–
	LTE RRH UNITS ON TOWER	–	–	–	(E) (1) (N) (2)	–	–	–	(E) (1) (N) (2)	–	–	–	(E) (1) (N) (2)
	NUMBER OF RET LINES	(E) RET CABLE				–				–			

NOTE: INFORMATION BASED ON SCOPING NOTES AND RF DATA SHEET DATED 02/03/2014 VER V07 (MODIFIED)

NOTE:
1. VIEW IS FROM BACK OF ANTENNAS
2. VERIFY QUANTITY AND LENGTH OF JUMPERS REQUIRED PRIOR TO CONSTRUCTION.

3 A-1 ANTENNA SCHEDULE

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

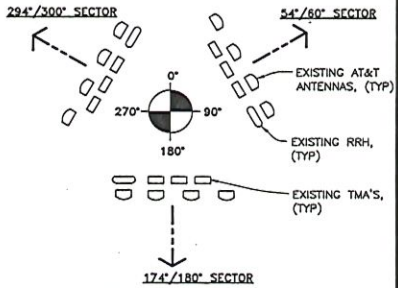
(3) EXISTING TMA'S PER SECTOR, FOR (3) SECTORS, (9) TOTAL EXISTING TMA'S.

(1) EXISTING DEMARCATION BOX

(1) EXISTING RRH'S PER SECTOR, FOR (3) SECTORS, (3) TOTAL EXISTING RRH'S

(6) EXISTING FEEDERS PER SECTOR, FOR (3) SECTORS, (18) TOTAL EXISTING FEEDERS.

(1) EXISTING RET LINE
(1) EXISTING FIBER OPTIC CABLE
(2) DC POWER FEEDS



N 2 A-1 EXISTING ANTENNA LAYOUT SCALE: NTS

(4) EXISTING ANTENNAS PER SECTOR, REPLACE (1) ANTENNA PER SECTOR, FOR (3) SECTORS, (12) TOTAL ANTENNAS.

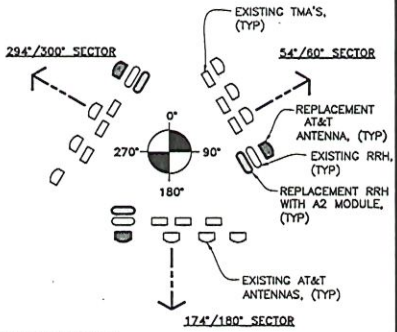
(3) EXISTING TMA'S PER SECTOR, FOR (3) SECTORS, (9) TOTAL EXISTING TMA'S.

(1) EXISTING DEMARCATION BOX

(1) EXISTING RRH'S PER SECTOR, FOR (3) SECTORS. ADD (3) RRH PER SECTOR WITH A2 MODULE FOR (3) SECTORS, (9) TOTAL RRH'S.

(6) EXISTING FEEDERS PER SECTOR, FOR (3) SECTORS, (18) TOTAL EXISTING FEEDERS.

(1) EXISTING RET LINE
(1) EXISTING FIBER OPTIC CABLE
(2) DC POWER FEEDS



N 1 A-1 NEW ANTENNA LAYOUT SCALE: NTS

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REV	DATE	DESCRIPTION	BY

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SHEET TITLE:
ANTENNA SCHEDULE AND AZIMUTHS

PROJECT NO.:
IN0036

SHEET NUMBER:
A-1

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