

Market: Los Angeles
Cell Site Number: C091
Cell Site Name: Garden Grove
Fixed Asset Number: 10087208

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below ("**Effective Date**"), is by and between City of Garden Grove, a political subdivision of the State of California, having a mailing address of 11222 Acacia Parkway, Garden Grove, CA 92840 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a License Agreement dated May 23, 1995, whereby Licensor issued to Licensee a non—exclusive license over a portion of the Property together with a right-of-way for access and a right-of-way for utilities, therein described, that are a portion of the Property located at 9301 Westminster Avenue, Garden Grove, CA 92840 ("**Agreement**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to extend the term of the Agreement;
and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof;
and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on the Effective Date of this Amendment. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to one (1) separate consecutive additional period of five (5) years (referred to as an "**Extension Term**") upon the same terms and conditions of the Agreement, as amended herein, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term. The New Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

2. **Notices.** Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LICENSOR: City of Garden Grove
Attn: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

If to LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # C091
Cell Site Name: Garden Grove
Fixed Asset #: 10087208
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to: City of Garden Grove
Attn: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # C091
Cell Site Name: Garden Grove
Fixed Asset #: 10087208
P.O. Box 97061
Redmond, WA 98073-9761
16331 NE 72nd Way, RTC1
Redmond, WA 98052

(U.S. Mail)

(overnight courier)

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Memorandum of License. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:

City of Garden Grove,
a political subdivision of the State of California

By: Matthew Ferial
Print Name: Matthew Ferial
Its: _____
Date: 10-7-11

LICENSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: Mark Kiveida
Print Name: MARK KIVEIDA
Its: REAL ESTATE & CONSTRUCTION
Date: 9-26-11

ATTEST:

By: Kathleen Bailor
City Clerk
Date: 10/7/2011

APPROVED AS TO FORM:

By: James H. Epp for
City Attorney
Date: 10-6-11

LICENSOR ACKNOWLEDGEMENT

State of California
County of Orange)

On October 07 2011 before me, Sherrill A. Mead Notary Public,
(insert name and title of the officer)

personally appeared Matthew Fertal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherrill A. Mead

(Seal)



LICENSEE ACKNOWLEDGEMENT

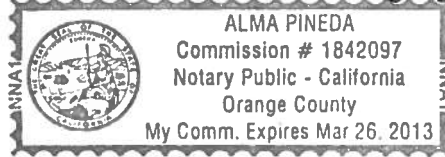
State of California
County of Los Angeles

On September 26, 2011 before me, Alma Pineda - Notary Public,
(insert name and title of the officer)

personally appeared Mark Rivera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alma Pineda

(Seal)

When Recorded Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

APN:098-090-038

(Space Above This Line For Recorder's Use Only)

Cell Site No: C091
Cell Site Name: Garden Grove
Fixed Asset Number: 10087208
State: California
County: Orange

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2011, by and between City of Garden Grove, a political subdivision of the State of California, having a mailing address of 11222 Acacia Parkway, Garden Grove, CA 92840 ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Licensee").

1. Licensor and Licensee entered into a certain License Agreement on the 23rd day of May, 1995, as amended by that certain First Amendment to License Agreement dated _____, 2011, ("Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("New Initial Term") commencing on _____, 2011, with one (1) successive five (5) year option to renew.
3. The portion of the land being leased to Licensee (the "Property") is described in **Exhibit 1** attached hereto.
4. This Memorandum of License 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 License 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 caused this Memorandum of License to be effective as of the last date written below.

LICENSOR:
City of Garden Grove,
a political subdivision of the State of California

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

By: AT&T Mobility Corporation
Its: Manager

By: Matthew Ferial
Print Name: Matthew Ferial
Its: _____
Date: 10-7-11

By: Mark Rivera
Print Name: MARK RIVERA
Its: REAL ESTATE & CONSTRUCTION
Date: 9-26-11

ATTEST:
By: Kathleen Bauer
City Clerk
Date: 10/7/2011

APPROVED AS TO FORM:
By: Juan H. Lopez Sr
City Attorney
Date: 10-6-11

Prepared by:
Coastal Business Group
16460 Bake Parkway, Suite 100
Irvine, CA 92618

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of License dated _____, 201__, by and between City of Garden Grove, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, as Licensee.

The Underlying Property is described and/or depicted as follows:

A portion of Section 6, Township 5 South, Range 10 West, San Bernardino Base and Meridian, as shown on map of record or survey filed in Book 5, Page 39 of Records of Survey, in the office of the County Recorder of Orange County.

The Utility License Property Legal Description (City of Garden Grove):

A strip of land 3 feet wide for underground telephone cables easement lying over a portion of Section 6, Township 5 South, Range 10 West, San Bernardino Base and Meridian, as shown on map of record or survey filed in Book 5, Page 39 of Records of Survey, in the office of the County Recorder of said County, the centerline of said strip of land being described as follows:

Beginning at the centerline intersection of Westminster Avenue and Deodara Drive, said point being distant N 89°22'15" E 640.00 feet from the centerline intersection of Westminster Avenue and Bushard Street; thence Northerly along centerline of Deodara Drive N 00°26'40" W a distance of 2153.13 feet, also the Southwesterly corner of L.A. Cellular Communications Facility enclosure; thence N 00°26'40" W a distance of 48.50 feet along the West line of said enclosure to the true point of beginning; thence S 89°33'20" W a distance of 126.50 feet; thence S 00°26'40" E a distance of 4.50 feet to its terminus at an existing GTE vault.

LICENSOR ACKNOWLEDGEMENT

State of California
County of Orange)

On October 07 2011 before me, Sherrill A. Mead, Notary Public,
(insert name and title of the officer)

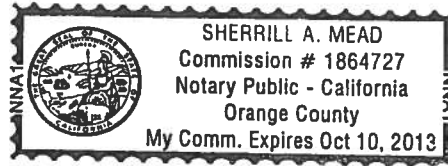
personally appeared Matthew Fertal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherrill A. Mead

(Seal)



LICENSEE ACKNOWLEDGEMENT

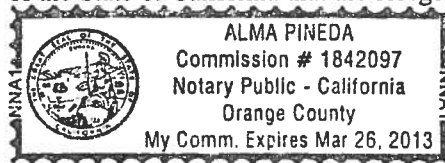
State of California
County of Los Angeles

On September 26, 2011 before me, Alma Pineda - Notary Public,
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WITNESS my hand and official seal.



Signature Alma Pineda

(Seal)