

Site Name: Hartsville

Site Number: 596314

**SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN THE CITY OF
HARTSVILLE AND US CELLULAR**

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (hereinafter "Second Amendment") is made as of the ___ day of _____, 201___, by and between City of **Hartsville, South Carolina**, by and through its Mayor and Council, having a mailing address at 100 East Carolina Avenue, Hartsville, SC 29550 ("Licensor"), and **USCOC of South Carolina RSA #4, Inc.**, a South Carolina corporation, having a mailing address at Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensee"); and

WHEREAS, Licensor and Licensee entered into a License Agreement dated January 9, 2001 ("The Agreement"), pursuant to which Licensor licensed to Licensee a portion of the tower site located on 140 South Cedar Lane, Hartsville, South Carolina 30824 described in Exhibit A of the License Agreement; and

WHEREAS, Licensor and Licensee agreed to the first amendment to the License Agreement dated January 9, 2015; and

WHEREAS, Licensor and Licensee now desire to further amend the License Agreement as provided in this Second Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In addition to the antennas and equipment permitted in the License Agreement, Licensor consents to the installation of an additional microwave dish, associated cables and equipment as more completely described in attachment 1. Exhibit B of the License Agreement shall be deleted in its entirety and replaced with a new Exhibit B-1 which shall be identical to Attachment 1, DESCRIPTION OF PREMISES AND EQUIPMENT, attached hereto.
2. Licensee shall be responsible for all cost for modifications to the tower.
3. Commencing on the first day of the month following the date that Licensee commences construction of the modifications set forth in this Second Amendment, Rent shall be increased by Six Thousand and No/100 Dollars (\$6,000.00) per year, prorated, above the amounts otherwise provided for in the License Agreement.
4. Except as specifically set forth in this Second Amendment, the License Agreement is otherwise unmodified and remains in full force and effect. In the event of any inconsistencies between License Agreement, the First Amendment and this Second Amendment, the terms of this Second Amendment shall take precedence.

[END OF AMENDMENT- SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective as of the last date of execution shown below.

Licensor: **The City of Hartsville**

Licensee: **USCOC of South Carolina RSA #4, Inc.**

BY: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF SOUTH CAROLINA)

COUNTY OF DARLINGTON)

I, the undersigned, a Notary Public in and for the State and County, aforesaid, do hereby certify that, _____, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to License Agreement, appeared before me this day in person and acknowledged that she signed the said Amendment as her free and voluntary act on behalf of Licensor for the uses and purposes therein stated.

Given under my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that, _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Second Amendment to License Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act on behalf of the named Licensee for the uses and purposes therein stated.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

ATTACHMENT 1

One (1) RFS PAD6-W57BC microwave dish
One (1) line of E65 elliptical waveguide

**EXHIBIT B-1
DESCRIPTION OF PREMISES AND EQUIPMENT**

TENANT INFORMATION:

Legal Entity: USCOC of South Carolina RSA #4, Inc., a South Carolina corporation
RF Modulation Type: CDMA and LTE
RF Transmit Frequencies: 869-880; 890-891.5
RF Receive Frequencies: 824-8435; 845—846.5
Microwave Transmit Frequency: 6063.80
Microwave Receive Frequency: 6315.84

RF ANTENNA INFORMATION:

Type of antenna: Panel Number:3 Make/Model: Antel BXA-80090/8CF Rad Center: 124'

Weight: 23 lbs Dimensions: 94.6" x 8" x 5.9"

Usage: Transmit & Receive Effective Radiated Power: 500W

Antenna azimuths: 59° - 165° - 295°

Type of antenna: Panel Number: 3 Make/Model: KMW AM-X-CW-18-65-00T-RET Rad Center: 124'

Weight: 52.9 lbs. Dimensions: 96" x 11.6" x 6"

Usage: Transmit & Receive Effective Radiated Power: 1000 W

Antenna azimuths: 59° - 165° - 295°

Number/Type of Lines for all RF antennas: 12 lines of 1-5/8" coax

MICROWAVE INFORMATION:

Type of antenna: Dish Number: 1 Make/Model RFS PAD6-W57BC Rad Center: 99'

Weight: 216 lbs. Dimensions: 6'

Usage: Transmit & Receive Effective Radiated Power: 57.8 dBm

Azimuth: 121.01°

Number/Type of Lines for Microwave: 1 line of E65 elliptical waveguide

BUILDING AND EQUIPMENT INFORMATION

Equipment type: Shelter Size: 12' x 20'

Amount of Land required for equipment: 12' x 25'

Radio Equipment: Lucent ModCell Compact 4.0B
Nokia Siemens Networks e-Node B