

DONATION AGREEMENT

This Donation Agreement (this "Agreement"), effective on the date when signed by the last Party ("Effective Date"), is between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, as successor in interest to Dobson Cellular Systems, Inc., an Oklahoma corporation, by its Manager, AT&T Mobility Corporation ("AT&T") as the Donor, and **COUNTY OF OTSEGO**, a Michigan municipal corporation ("Otsego") as the Donee, each of which may be referred to in the singular as "Party" or in the plural as "Parties."

WHEREAS, Otsego is a political subdivision of the State of Michigan;

WHEREAS, AT&T is the owner of an approximately 101' x 40' block building, formerly known as the Dobson Switch Building (the "Switch Building"), along with its contents identified in the attached Schedule A, Donated Assets (the Switch Building and contents collectively referred to herein as the "Donated Assets");

WHEREAS, the Parties intend that AT&T shall transfer the Donated Assets to Otsego; that such transfer shall be deductible by AT&T as a charitable contribution for income tax purposes; and that Otsego shall accept the Donated Assets;

WHEREAS, Otsego and AT&T will cooperate to complete a timely appraisal of the fair market value of the Donated Assets;

WHEREAS, Otsego executed the "Donee Acknowledgement" section of Form 8283, Noncash Charitable Contribution, relating to the Donated Assets; and,

WHEREAS, Otsego intends to use the Donated Assets exclusively for public purposes and does not intend to transfer the Donated Assets to any other party.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. By this Agreement, AT&T shall transfer and convey to Otsego, on the Effective Date, the Donated Assets.
2. Otsego will reasonably cooperate with AT&T to document AT&T's charitable contribution of the Donated Assets as may be required for federal and state income and property tax purposes.
3. **THE DONATED ASSETS SHALL BE TRANSFERRED TO OTSEGO "AS IS - WHERE IS" ON THE EFFECTIVE DATE WITH ALL FAULTS, LATENT AND PATENT, AND AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DONATED ASSETS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE OR FOR THEIR INTENDED USE. AT&T SHALL HAVE ABSOLUTELY NO OBLIGATION TO MAINTAIN, REPAIR OR REPLACE ANY ONE OR MORE OF THE DONATED ASSETS. FURTHER, ANY AND ALL OBLIGATIONS THAT AT&T MAY HAVE HAD UNDER A LEASE AGREEMENT WITH GLOBAL TOWER PARTNERS FOR THE DONATED ASSETS ARE HEREBY ASSIGNED TO OTSEGO AND SO ACCEPTED BY OTSEGO. OTSEGO BY ACCEPTING THE DONATED ASSETS AGREES TO INDEMNIFY AND HOLD HARMLESS AT&T FROM ALL CLAIMS OF LIABILITY RELATED TO OSTEGO'S USE OR OCCUPANCY OF THE DONATED ASSETS FROM AND AFTER THE DATE HEREOF AND WAIVES ANY CLAIMS THAT MAY HAVE AGAINST AT&T WITH RESPECT TO ALL DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY.

4. Title and risk of loss to the Donated Assets shall pass to Otsego on the Effective Date.
5. In the event that Otsego transfers the Donated Assets to any other party including any successor or assignee within three years of the Effective Date, Otsego shall timely file Form 8282, Donee Information Return, or then similar filing, with the Internal Revenue Service, and shall immediately provide a copy of such executed Form 8282 to AT&T.
6. In no event shall AT&T be liable for incidental, consequential, special, or indirect damages whether arising out of breach of warranty, breach of contract, negligence, and strict tort liability or otherwise in connection with this Agreement.
7. Otsego shall not bring any action against AT&T based on any claim by any person for damages arising from Otsego's possession or use of the Donated Assets.
8. Otsego shall indemnify and hold AT&T harmless against any loss, claim or damage which results in any way from Otsego's possession or use of the Donated Assets.
9. Each Party giving or making any notice or other communication (each, a "Notice") pursuant to this Agreement must give Notice in writing and use one of the following methods, each of which for purposes of this Agreement is a writing: in person; first class mail with postage prepaid; Express Mail, Registered Mail, or Certified Mail (in each case, return receipt requested and postage prepaid); internationally recognized overnight courier (with all fees prepaid); or facsimile. Each Party giving Notice shall address the Notice to the appropriate person at the receiving Party at the address listed below:

To Donor: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site Name: Gaylord Switch (NMI)
 Fixed Asset No: 10126409 - Closed
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a required copy of the notice sent to AT&T Legal at:
New Cingular Wireless PCS, LLC
Attn.: Legal Department, Network Counsel
Re: Cell Site Name: Gaylord Switch (NMI)
Fixed Asset No: 10126409 - Closed
15 E. Midland Avenue
Paramus, NJ 07652

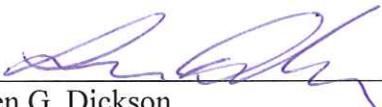
To Donee: Otsego County
City / County Building
225 West Main Street
Gaylord, MI 49735
Attn: County Administrator
Business Number: 989-731-7520
Fax Number: 989-731-7529

10. This Agreement shall be governed by the laws of the State of Michigan (excluding any laws that direct the application of another jurisdiction's law).

[SIGNATURES APPEAR ON THE NEXT PAGE]

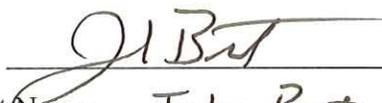
AS WITNESSED, the Parties have caused this Agreement to be executed, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 
Loren G. Dickson,
Manager Real Estate & Construction
/ Michigan

Date: 6/3/10

Otsego County,
a Michigan municipal corporation

By: 
Print Name: John Burt
Its: Administrator

Date: 5/25/10

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

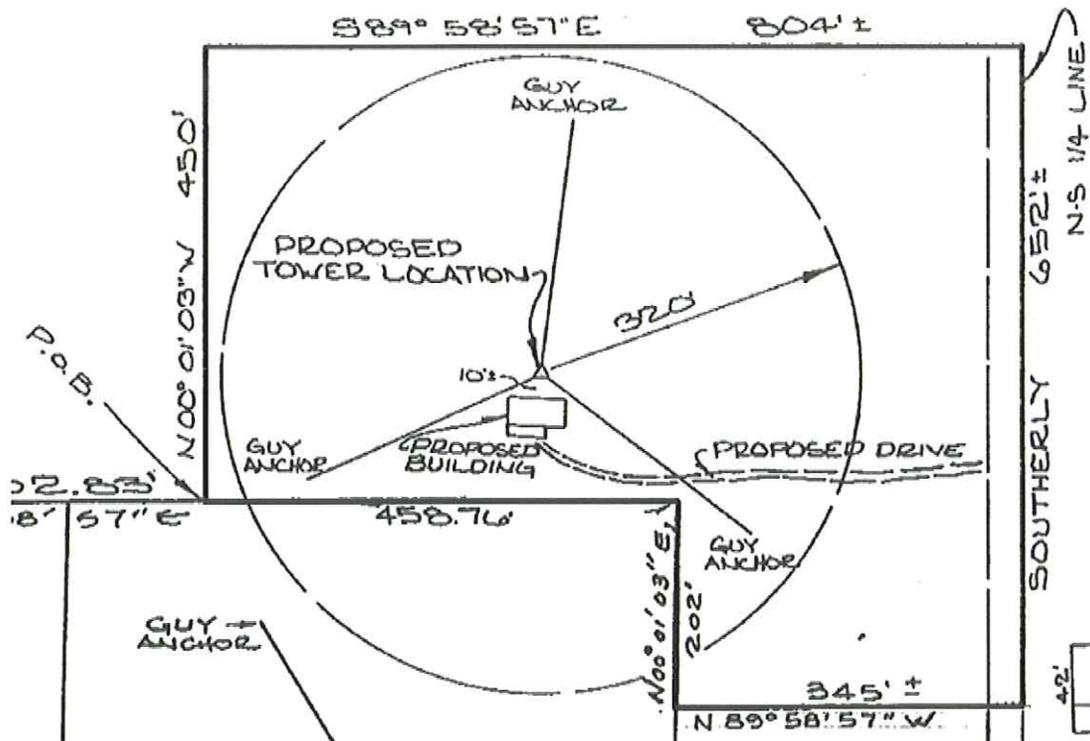
Schedule A

Donated Assets

AT&T Switch Building and Contents. All of AT&T's right, title, and interest in and to the permanent improvements on the Premises (as described below), all of AT&T's right, title and interest in and AT&T's personal property located on the Premises and as listed on the Equipment/Furnishings Inventory included with this Schedule.

"Premises" as used herein shall mean the Switch Building and its contents, being approximately 101' x 40' on a portion of land legally described as follows:

A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1705.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 804' TO THE N-S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N-S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 458.76' TO THE POINT OF BEGINNING.



Gaylord Switch Building Equipment/Furnishings Inventory

Hallway

Small refrigerator
Microwave
Cabinets, sink, etc.

Supply Closet

Cleaning supplies including mop and bucket
Vacuum cleaner
Light bulbs
Shovel

Reception Office

Desk (along with overhead and underneath cabinets)
Chairs
Copier

First Room on the Right

Table
Chairs

Second Room on the Right

Shelving units including revolving binder storage
Cabinet
White board
Desk (along with overhead and underneath cabinets)
Chairs

Third Room on the Right

Desk
Chairs
White boards
Shelving units

Fourth Room on the Right

Shelving and storage units

Large Room along Hallway

Wooden table
Shelving unit
Ladder

Miscellaneous

Heating and cooling systems
Fire extinguishers