File No. 120931

Committee Item No. 2
Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** 09/26/2012

Board of Supervisors Meeting **Date** October 2, 2012

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☒	☒	Contract/Agreement
☒	☒	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER **(Use back side if additional space is needed)**

☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Victor Young **Date** September 21, 2012
Completed by: Victor Young **Date** 9-27-12

FILE NO. 120931 RESOLUTION NO.

[Real Property License Agreement - American Towers, LLC - 99 Moultrie]

Resolution authorizing a renewal license agreement, with retroactive effective date, for telecommunications equipment from American Towers, LLC at 99 Moultrie for use by the Department of Technology, the Department of Emergency Management, the Police Department and the Municipal Transportation Agency.

WHEREAS, The City entered into a First Amendment to License Agreement for real property authorized by Resolution 897-98 at 99 Moultrie, San Francisco consisting of the space upon an existing tower and associated building for telecommunication purposes for use by the Departments of Technology, Emergency Communications, th e Police Department, and other Departments, for a term commencing March 1, 1998 and self-renewing annually after February 28, 2003, unless otherwise terminated by City or property owner; and

WHEREAS, The occupant departments and the owner of the property desire to have a longer term agreement with modifications to facilitate placement of additional antennas upon the property, providing the City greater stability and reliance on this asset and its role in the City's emergency communications network; and

WHEREAS, In order to provide capacity for anticipated Municipal Transportation Agency radio replacement project needs, as well as potential other emergency communication replacement or enhancement projects, additional equipment would be necessary at the property, and a longer term commitment is required; and

WHEREAS, The Real Estate Division, on behalf of the occupant departments, and the property owner, American Towers, LLC have determined that fair market rent for a new five (5) year agreement (June 1, 2012 through May 31, 2017) to be $2,100.00 per month

for the first year of the Agreement, increasing annually by four percent against the base rate only of $1,400/month for the remainder of the term; and

WHEREAS, the increase in rental rate proposed by the property owner is the first increase in rent for the City in over fourteen years, and represents an increase of four percent per year for that prior term; and

WHEREAS, City and American Towers, LLC's Agreement is subject to an enactment of a resolution approving and authorizing the Agreement by the Board of Supervisors and Mayor in their respective sole and absolute discretion; now, therefore, be it

RESOLVED, That in accordance with the recommendation of the Acting Director of Property, the Board of Supervisors hereby approves the Renewal License Agreement to extend the License term for five years commencing retroactively on June 1, 2012, on the terms and conditions set forth in the Agreement, a copy of which is included in Board of Supervisors File No. 120931, and authorizes the Acting Director of Property to take all actions, on behalf of the City and County of San Francisco as may be required in furtherance of the Agreement; and be it

FURTHER RESOLVED, The City shall pay Base Rent of $2,100.00 per month for the initial year of the Agreement to May 31, 2013, increasing four percent annually against the base rate of $1,400/month thereafter, through May 31, 2017, inclusive of utility expenses; and be it

FURTHER RESOLVED, That the Agreement shall include a clause mutually indemnifying, holding harmless, and defending each other from and against any and all claims, costs and expenses, including without limitation, reasonable attorney fees incurred as a result of any default in the performance of any of its material obligations under the Lease, or any negligent acts or omissions of either party, in, on or about the Premises or the property on which the Premises are located, excluding those claims, costs and

expenses incurred as a result of the negligence or willful misconduct of either party, and said indemnities shall extend back to the date City first used and occupied the Premises; and be it

FURTHER RESOLVED, That any action taken by any City employee or official with respect to this Lease is hereby ratified and affirmed; and be it

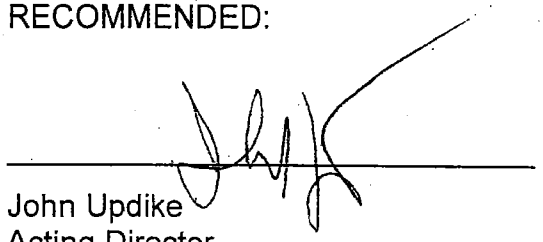
FURTHER RESOLVED, That the Board of Supervisors authorizes the Acting Director of Property to enter into any amendments or modifications to the Agreement (including without limitation, the exhibits) that the Acting Director of Property determines, in consultation with the City Attorney, are in the best interest of the City, do not increase the rent or otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Agreement or this resolution, such determination to be conclusively evidenced by the execution and delivery by the Acting Director of Property of any amendments thereto in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That City shall occupy said premises for the entire term unless funds for rental payments are not appropriated in any subsequent fiscal year, at which time City may terminate the Agreement with written notice to Landlord pursuant to Section 3.105 of the Charter of the City and County of San Francisco.

$ 15,237.50 Available
Index: 770218
Sub-object: 03011

Controller

RECOMMENDED:



John Updike
Acting Director
Real Estate Division

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Edwin M. Lee
RE: License of Real Property at 99 Moultrie
DATE: September 18, 2012

Attached for introduction to the Board of Supervisors is the resolution authorizing a renewal license agreement, with retroactive effective date, for telecommunications equipment from American Towers, LLC at 99 Moultrie for use by the Department of Technology, the Department of Emergency Management, the Police Department and the Municipal Transportation Agency.

I request that this item be calendared in Budget and Finance Committee on September 26th, 2012.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

120931

RENEWAL LICENSE AGREEMENT
ATC Contract No: _____

This RENEWAL LICENSE AGREEMENT (**"Agreement"**) made as of the latter signature date hereof (**"Effective Date"**) by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 (**"Licensor"**) and the City and County of San Francisco, a California municipal corporation, with a place of business at 25 Van Ness, Suite 400, San Francisco, CA 94102 (**"Licensee"**).

I. TOWER FACILITY INFORMATION:
Site Name: Bernal Heights CA, CA
Site Number: 89291
Address and/or location of Tower Facility: 99 Moultree, San Francisco, CA 94110-5601
Tower Facility Coordinates: Lat. 37-44-34.8 N - Long. 122-24-53.76 W

II. NOTICE & EMERGENCY CONTACTS:
- Licensee's local emergency contact (name and number): Joseph John - (415) 550-2912.
- Licensor's local emergency contact: Network Operations Communications Center - (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of, Director of Property.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Towers LLC, Lockbox 7501, P.O. Box 7247, Philadelphia, PA 19170-7501; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:
Permitted Frequencies: Transmitting and Receiving Frequencies: See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM
Monthly License Fee: One Thousand Four Hundred and 00/100 Dollars ($1,400.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as further defined in section 6 and in Appendix I herein).

The Annual Escalator shall be Four Percent (4%).

Relocation Application Fee: N/A.

Site Inspection Fee: N/A.

Initial Term: A period of five (5) years beginning on the Commencement Date. The **"Commencement Date"** shall be June 1, 2012.

Renewal Terms: Two (2) additional periods of five (5) years each.

Electricity for operation of Approved Equipment is to be provided by (check one):
☒ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $700.00 per month ("Utility Fee"), subject to adjustment pursuant to Section 5(b), OR
☐ Licensee, at its sole expense.

V. TERMS & CONDITIONS
The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:
Other provisions: (check one): ☐ None ☒ As listed below

a. AT&T Communications, Inc., predecessor in interest to Licensor and the Licensee entered into that certain Tower Attachment and Building Occupancy License Agreement, (as amended, the "Prior Agreement") (Licensor Contract # WE8929100, authorized by Licensee through adoption of Resolution Number 897-98, approved November 6, 1998) for the purpose of installing, operating and maintaining telecommunications equipment and other improvements at the Licensed Space. The parties desire to enter into this Agreement to continue to license the use of the Tower Facility at which Licensee's antennas and related ancillary equipment are mounted with this License representing the full agreement between them as of the Effective Date, superseding and replacing the Prior Agreement and all other agreements between them or their predecessors in interest concerning the subject matter hereof.

b. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR
American Towers LLC, a Delaware limited liability company

By:_____

Print Name: Richard Rossi

Its: Vice President, Contract Management

Date: 12-6-12

LICENSEE
The City and County of San Francisco, a municipal corporation of the State of California

By:_____

Print Name: John Updike

Its: Acting Director of Property

Date:_____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: Anita L. Wood

Anita L. Wood
Deputy City Attorney

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. **GRANT OF LICENSE.** Subject to the other terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the communication facility located on the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use in any fashion the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to and operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above the Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require the Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of the Licensee's shelter replacement. Subject to limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term and a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others for the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. **EXHIBITS.** In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern.

4. **USE.** Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies and, if applicable within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. **LICENSE FEES; TAXES; ASSESSMENTS.**

   (a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

   (b) **Utilities.** All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes**. Licensee shall be responsible for the reporting and payment when due of any tax, including, but not limited to, any property taxes Licensor may be obligated to pay under the Ground Lease, directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within 30 days of Licensor's request for such reimbursement.

(d) **Federal Use Fees & Assessments**. Licensee agrees to pay or reimburse Licensor for any and all taxes, fees, or other costs and expenses assessed upon or paid by Licensor to the United States Forest Service or Bureau of Land Management attributable to Licensee's Approved Equipment, Licensee's use of or Licensee's presence at the Tower Facility.

(e) **Payment Address**. All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address as more particularly shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(f) **No Set-Off**. All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

6. **TERM.**

(a) **Initial Term**. The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term**. The term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder except to, if at all, a Permitted Affiliate (as defined in section 19 herein). Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of it's intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

(c) **Holdover Term**. If Licensee fails to remove the Approved Equipment at the expiration of the Term without a written agreement, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. **LIMITED COMMON EXPENSES.** Licensee and Licensor acknowledge that a portion of the License Fee is attributable to the following costs, as applicable: (i) all common expenses incurred for the operation, maintenance, repair and replacement of common facilities at the Tower Facility including, without limitation, fences, gates, access roads, and the Tower; (ii) all expenses incurred for the operation, maintenance, repair and replacement associated with any building or shelter in which Licensee licenses space from Licensor, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses; and (iii) all expenses incurred for the operation, maintenance, repair and replacement associated with any generator, or other backup power source owned by the Licensor to which Licensee is connected, including, without limitation, fuel expenses (collectively, the "***Maintenance Expenses***"). Licensor may review the Maintenance Expenses annually, and, if, as the result of such review, Licensor determines, in its sole discretion, the aggregate Maintenance Expenses incurred at the Tower Facility by Licensor have increased by more than 10% over such Maintenance Expenses as of the License Commencement Date or as of the date of the last License Fee increase resulting from increased Maintenance Expenses, Licensor may, but is not required to, impose an additional fee for Licensee's share of such an increase in the Maintenance Expenses in an amount equal to Licensee's pro rata share at the Tower Facility. Licensee's pro rata share shall be determined by dividing 1 by the number of users on the Tower Facility as of the date each such additional fee is assessed. If such a fee is imposed, Licensor shall adjust the License Fee to include such fee and shall notify Licensee in writing of such increase in the License Fee. Any such change in the License Fee resulting from an increase in the Maintenance Expenses will take effect with the next payment of the License Fee coming due after Licensee's receipt of such notice. Licensor's election not to conduct such a Maintenance Expenses review in any given year during the term of a Schedule shall not operate as a waiver of

Licensor's right to conduct such a review and adjust the License Fee accordingly in any other such year. In addition to the foregoing, in the event that Licensee licenses space in a building or equipment shelter owned by Licensor, Licensee shall reimburse Licensor for its proportionate share of any common expenses, repairs or maintenance of such building or shelter (based upon the number of licensees utilizing such building or shelter during the subject period) that the Licensor bears with respect to the applicable building, including, without limitation, air conditioning, common utilities, and repair of the building structure and roof. All such payments shall be made by Licensee in addition to the payment of the License Fee and paid within 30 days after receipt of a statement setting forth the amount payable for third party costs incurred, which statement shall be accompanied by reasonably sufficient backup information, if applicable, so as to enable Licensee to verify the information contained in such statement. Notwithstanding the foregoing, Licensee's pro rata share of costs and expenses pursuant to this Section 7 shall not exceed an amount equal to one (1) time the then-current Monthly License Fee per annum.

8. **SITE INSPECTION**. Before the date of any modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. In the event that Licensor installs such modified or additional Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. Licensee acknowledges that any Site Inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of the Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any applicable federal, state or local laws, ordinances, rules and regulations, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. **LABELING**. Licensee shall identify the Approved Equipment (unless such cabinet is located in a building owned by Licensee) with labels permanently affixed thereto, indicating Licensee's name, contact phone number, and installation date. Licensee's coaxial cables shall be labeled at both the top and bottom of the Tower. If Licensee fails to so identify the Approved Equipment, Licensor may, in its sole discretion, declare Licensee to be in default of its obligations under this Agreement, terminate electric power to the Approved Equipment and remove the Approved Equipment from the Tower, or Licensor may label the Approved Equipment and assess against Licensee a fee of $1,500.00 ("**Labeling Fee**"). The Labeling Fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator, and shall become immediately due and payable upon receipt of invoice from the Licensor. Licensee's right to cure under section 21 of this Agreement shall not be applicable to Licensee's failure to properly label its Approved Equipment. If Licensor is unable to identify the Equipment as belonging to Licensee as a result of Licensee's failure to label the Approved Equipment, Licensor shall not be responsible to Licensee for any Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor.

10. **IMPROVEMENTS BY LICENSEE.**

(a) **Installation and Approved Vendors.** Prior to the commencement of any construction or installation work (the "**Work**") on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence any construction or installation at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such installation or construction. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from the Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any contractors other than Licensor that will be performing work on the Tower Facility are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of the Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing payment shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. Prior to the commencement of any construction or installation on the Tower Facility by or for the benefit of the Licensee and/or the modification of the Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect

to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of $1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time of Licensee's Application or immediately upon a determination by Licensor that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves the Licensee of its obligations under section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property at the Tower Facility of Licensee from the Licensed Space at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee and/or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste, which must be removed by Licensee from the Licensed Space and Easement prior to the expiration or earlier termination of this Agreement; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority within Licensor has been based on submittal of its collocation Application by any user, including Licensee. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy (Licensee's occupancy for the purpose of this subsection 11(d) expressly extends back to the date Licensee first used or occupied this Tower Facility which date precedes the Effective Date hereof); and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) **Correction.**

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from the Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that the Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.

(g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning**. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC rules, regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the modification of or additions to the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. **SITE RULES AND REGULATIONS**. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. **CASUALTY; CONDEMNATION**.

(a) **Casualty**. In the event the Tower or other portions of the Tower Facility are destroyed or so damaged so as to materially interfere with Licensee's use and occupancy thereof, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of destruction of that portion of the Tower Facility and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of the termination date of this Agreement. Notwithstanding the foregoing, Licensor may elect to restore the Tower Facility, in which case Licensee and Licensor shall remain bound hereby but Licensee shall be entitled to

an abatement of the Monthly License Fee during the loss of use. If Licensor elects to restore the Tower Facility the decision to restore must be made, and Licensee notified of the decision, within 30 days from the date of destruction. The restoration of the Tower Facility must be sufficiently completed to allow Licensee to utilize the Tower Facility for its designated purposes within 180 days from the date of destruction. If the Tower Facility is not so restored within such 180 day time period, then Licensee's sole remedy shall be to terminate this Agreement upon written notice to Licensor.

(b) **Condemnation.** If the whole or a substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits therefrom, then Licensor or Licensee shall have the right to terminate this Agreement. Any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following the termination of this Agreement. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower on an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby but Licensee shall be entitled to an abatement of Monthly License Fee during the loss of use. Upon such relocation of the Tower, the Tower Facility shall be modified to include the new Tower and the property on which the new Tower is located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the new Tower Facility. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

14. **COMPLIANCE WITH LAWS.** Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. **INDEMNIFICATION; INSURANCE.**

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the indemnifying party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party. The indemnities contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date precedes the Effective Date hereof.

(b) **Limits on Indemnification.** Neither party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such party. . The limitations on indemnification contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date precedes the Effective Date hereof.

(c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. **LIMITATION OF PARTIES' LIABILITY.** NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee

shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. **DISCLAIMER OF WARRANTY. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."**

18. **Omitted.**

19. **ASSIGNMENT; SUBLEASING**. Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more subsidiaries) controlled by, controlling or under common control with Licensee, (ii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to Applicable Law, or (iii) purchases substantially all the assets of Licensee (collectively, "**Permitted Affiliate**"). For the purpose of this section 19, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of Licensee. In no event may Licensee sublet, sublease, or permit any other similar use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment, transfer, or sublease. Licensee shall pay Licensor a fee of $500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of an applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. **DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as

reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the interference provisions as set forth in section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (v) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vi) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (vii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22. **REMEDIES**. In the event of a default or a breach of this Agreement by Licensee and after the Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to the Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.

23. **GOVERNMENTAL APPROVALS; PERMITS**. In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the Ground Landlord which shall remain the sole responsibility of Licensor where required.

24. **REPLACEMENT OF TOWER.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. Licensee may establish a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

25. **EMMISIONS.** If antenna power output (**"RF Emissions"**) is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure (**"MPE"**) limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Property in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement. The indemnities contained herein expressly extend back to the date Licensee first used or occupied this Tower Facility which date precedes the Effective Date hereof.

27. **SUBROGATION.**

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. The Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. **FINANCING AGREEMENT.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.

30. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by the Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by the Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Either Licensor or Licensee may be referred to herein as a **"Party"** and both Licensor and Licensee together may be referred to herein as the **"Parties"**. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier

termination of the Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven. Licensor hereby certifies that Licensor is not in default or breach of any of its obligations under any existing license, lease or other written or oral agreements between Licensee (including any predecessor in interest to Licensee) and Licensor (including any predecessor in interest to Licensor) entered into for this Tower Facility, and that as of the Effective Date Licensee has no claims against Licensor under any such agreements.

31. **CONFIDENTIALITY**. Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

ATTACHED EXHIBITS:
Exhibit A: List of Approved Equipment and location of the Licensed Space
Exhibit B: Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
Appendix I: Definitions
Appendix II: Insurance
Appendix III: Additional Conditions

Exhibit A
List of Approved Equipment and location of the Licensed Space

Initials: _____/_____

EXHIBIT A

City & County of San Francisco (CCSF) | BERNAL HEIGHTS CA

GROUND SPACE REQUIREMENTS

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxW (ft))	20' x 20'	Sq. ft. N/A							
INSIDE ATC SHELTER	X	DIMENSIONS (LxW (ft))	20' x 20'						
CUSTOMER SHELTER		DIMENSIONS (LxWxH (ft))	N/A	PAD FOR SHELTER		DIMENSIONS (LxW (ft))	N/A	STOOP	DIMENSIONS (LxW (ft)) N/A
OUTDOOR CABINETS		QUANTITY OF CABINETS	N/A	DIMENSIONS (LxWxH (ft))	N/A	PAD FOR CABINETS		DIMENSIONS (LxW (ft))	N/A

BACKUP POWER REQUIREMENTS

GENERATOR NOT REQUIRED?		ATC SHARED GENERATOR		SHARED GENERATOR PEAK USAGE (KW)	N/A
INSIDE CUSTOMER SHELTER		GENERATOR (to be located inside primary leasing area)		GENERATOR (to be located outside primary leasing area)	X
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))	10' x 20'				
MANUFACTURER	Onan	MAKE / MODEL	40DGHD	CAPACITY (KW)	40 KW
FUEL TYPE	Diesel				
PAD FOR GENERATOR	X	DIMENSIONS (LxW (ft))	10' x 20'		
FUEL TANK		DIMENSIONS (LxW (ft))	N/A	TANK SIZE (gal)	N/A
PAD FOR FUEL TANK (if required)		DIMENSIONS (LxW (ft))	N/A		

SECONDARY GROUND LEASE AREA REQUIREMENTS

Will supplementary ground space be needed to accommodate additional equipment?	Y	X	N	
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))	3' x 6' x 3'	Sq. ft.	N/A	
ADDITIONAL EQUIPMENT:	Condenser Unit (Qty - 2)	DIMENSIONS (LxWxH (ft))	3' x 6' x 3'	
ADDITIONAL EQUIPMENT:	N/A	DIMENSIONS (LxWxH (ft))	N/A	

POWER/TELCO REQUIREMENTS

POWER PROVIDED BY:	UTILITY COMPANY DIRECT		ATC PROVIDED	X	Average monthly power consumption (KWH units): N/A		
TELCO/INTERCONNECT REQUIREMENTS:	POTS		T1		MICROWAVE	FIBER OPTICS	

TRANSMITTER SPECIFICATIONS (& RECEIVER)

TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	Transmitter & Receiver	Transmitter & Receiver	Transmitter & Receiver	Receiver	Transmitter & Receiver
QTY of TRANSMITTERS/RECEIVERS	3	2	2	23	2	1
MANUFACTURER	Motorola	Harris	Motorola	Motorola	Motorola	Ethanom
TYPE & MODEL	Canopy 9000APC	DVM18-45MBPs	Quantar	Quantar	Micor	MFS205
TYPE of TECHNOLOGY	TDMA	Microwave	LTE	Two Way Radio	Two Way Radio	N/A
TX POWER OUTPUT	1 Watt	316 MW	100 Watts	100 Watts	100 watts	N/A
*ERP (Watts)	4 Watts	500 Watts	500 Watts	500 Watts	500 Watts	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200/240	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

EQUIPMENT TYPE:	Panel	Dish-Radome	Panel	OMNI	OMNI	GPS
RAD CENTER AGL (ft)	56'	44'	61'	59', 59', 59'	49' / 62'	12' AGL - roofline
EQUIPMENT MOUNT HEIGHT (ft)	53'	44'	61'	53', 53', 53'	47' / 52'	12' AGL - roofline
EQUIPMENT MOUNT TYPE	Side Arm	Flush	Side Arm	Candelabra	Stand-Off	Stand-Off
EQUIPMENT MANUFACTURER	MTI	Andrew	Andrew	RFS/RFS/Decibel	Celwave	Micro/Pulse
EQUIPMENT MODEL #	MT-24301/5NH	VP2-180A	LNX-8511DS-T4M	EMR12-O-B1 (2) DB806T6-XT (1)	PD12F FD206	1930NW-E/E
EQUIPMENT DIMENSIONS (HxWxD) (indicate feet or inches)	44.8"x12.8"x2.4"	2' diameter	48.5"x11.5"x7.1"	240"x6.6"x6.6" 96.5"x3.0"x3.0"	48"x10"x10" 120"x3"x3"	6"
EQUIPMENT WEIGHT (per item, in lbs.)	9.5 kg	30 Lbs	28.7 lbs	42 Lbs / 27 Lbs	12 Lbs / 20 Lbs	2
EQUIPMENT QUANTITY	2	2	3	3	2	1
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	0/180	196.8 degrees, 293.8 degrees	0/120/240	OMNI	OMNI	OMNI
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1/1	1/0/1	1/1/1	1/1/1	0/1/1	1
TX FREQUENCY	902-928 mhz	18 Ghz	795 Mhz	866 Mhz to 869 Mhz	45.14 MHz / 48.4 Mhz	N/A
RX FREQUENCY	902-928 mhz	18 Ghz	765 MHz	821 Mhz to 824 Mhz	45.14 MHz / 48.4 Mhz	L Band
Is equipment using unlicensed frequencies?	No	No	No	No	No	No
ANTENNA GAIN	10 dbi	38.9 dB	11.8 dBd	12dBd / 6 dBd	1 dBd / 3 dBd	26 dB
TOTAL # of LINES for equipment in column	2	2	6	3	2	1
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	1/1	1/0/1	2/2/2	1/1/1	0/1/1	1
LINE TYPE	CAT5	Elliptical	Coax	Coax	Hard Line	Control Cablet
LINE DIAMETER / SIZE	ETHERNET	EW180	7/8"	7/8"	7/8"	1/4"

ANTENNA EQUIPMENT SPECIFICATIONS

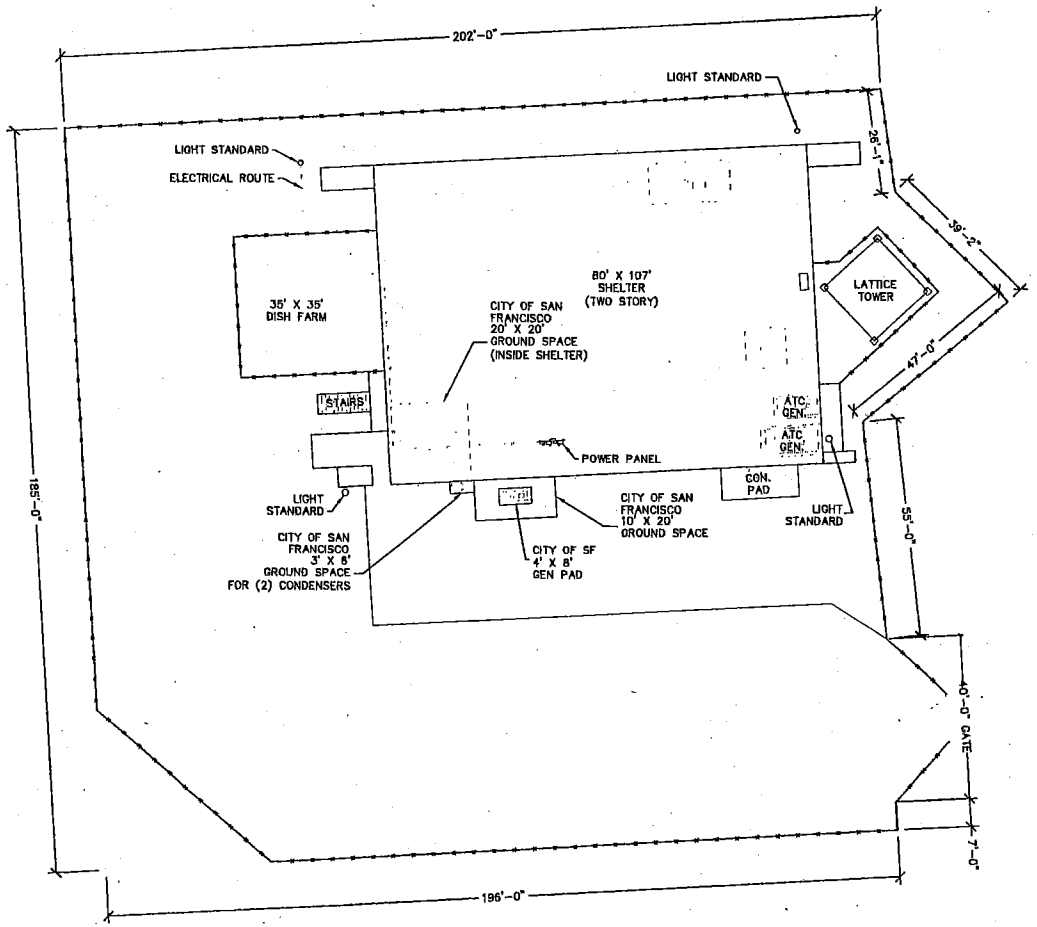
EQUIPMENT TYPE:	Panel	N/A	N/A	N/A	N/A	N/A
RAD CENTER AGL (ft)	53'	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	53'	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT TYPE	Side Arm	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	Andrew	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MODEL #	DB844H65ZAXY	N/A	N/A	N/A	N/A	N/A
EQUIPMENT DIMENSIONS (HxWxD) (indicate feet or inches)	48" x 10" x 8.5"	N/A	N/A	N/A	N/A	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	12 lbs	N/A	N/A	N/A	N/A	N/A
EQUIPMENT QUANTITY	1	N/A	N/A	N/A	N/A	N/A
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	15 degrees	N/A	N/A	N/A	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1	N/A	N/A	N/A	N/A	N/A
TX FREQUENCY	806-896	N/A	N/A	N/A	N/A	N/A
RX FREQUENCY	806-896	N/A	N/A	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	No	N/A	N/A	N/A	N/A	N/A
ANTENNA GAIN	13.5 dBd	N/A	N/A	N/A	N/A	N/A
TOTAL # of LINES for equipment in column	1	N/A	N/A	N/A	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	1	N/A	N/A	N/A	N/A	N/A
LINE TYPE	Hard Line	N/A	N/A	N/A	N/A	N/A
LINE DIAMETER / SIZE	7/8"	N/A	N/A	N/A	N/A	N/A

Exhibit B

Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Initials: _____/_____

742



GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 UNIT = 30 FEET

AMERICAN TOWER®
SITE DESIGN
400 REGENCY FOREST DRIVE
CARY, NORTH CAROLINA 27518
PHONE: (919) 468-0112
FAX: (919) 468-5040
NYSE AMT

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REV.	DESCRIPTION
1	SITE PLAN UPDATE

SITE NUMBER:
89291

SITE NAME:
BERNAL HEIGHTS CA
CALIFORNIA

DRAWN BY:	M. WHEELER
DATE DRAWN:	01/24/11
CUSTOMER:	N/A
COLLOCATION NO:	N/A

LEGEND

⊗	GROUNDING TEST WELL
A/C	AIR CONDITIONING UNIT
B	BOLLARD
C	CABINET
CSC	FIBER OPTIC CABINET
E	ELECTRICAL SERVICE DISC.
GEN	GENERATOR
G	GENERATOR RECEPTACLE
IB	ICE BRIDGE
M	METER RACK
PB	PULL BOX
PP	POWER POLE
T	TELEPHONE HOOK-UP
TD	TELEPHONE DEMARK
TRN	TRANSFORMER
W	WATER VALVE

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

SHEET TITLE:
SITE PLAN LAYOUT

SHEET NUMBER:	REV. #
SP-1	0

Appendix I
Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee , or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "***control***" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in section IV on page 1.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in section IV on page 1.

Application Fee: defined in section IV on page 1.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in the Exhibit A or B to this Agreement.

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Person by an unrelated or unaffiliated Person.

Commencement Date: defined in section IV on page 1.

Connection Fee: defined in section IV on page 1.

Construction Drawings: defined in section 3.

CPI: The Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics. If such index is discontinued or revised, such other government index or computation with which it is replaced shall be used in lieu thereof.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Federal Use Fees & Assessments: defined in section 5(d)

Final Rule: defined in subsection 11(g).

Ground Lease: defined in section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of each Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in subsection 6(c).

Indemnified Party: any Person entitled to Indemnification under section 15 hereof.

Index: defined in section 1.

Initial Term: defined in subsection 6(a).

Interference: defined in subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Maintenance Expenses: defined in section 7.

Monthly License Fee: defined in subsection 5(a).

MPE: defined in section 25.

Notice Address: defined in section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

Party(ies): defined in section 30.

Paying Carrier: defined in subsection 24(b).

Paying Carrier Rate: defined in subsection 24(b).

Permitted Affiliate: defined in section19.

Permitted Frequencies: defined in section III on page 1.

Priority User: defined in subsection 11(a)(iv).

Relocation Application Fee: defined in section IV on page 1.

Relocation Notice: defined in subsection 24(b)

Remittance Address: defined in section II of page 1.

Renewal Term(s): defined in subsection 6(b).

RF Emissions: defined in section 25.

Site Inspection Fee: defined in section IV on page 1.

SSIS: defined in subsection 10(b).

SSIS Fee: defined in subsection 10(b).

Structural Analysis Fee: defined in subsection 10(b).

Subsequent User: defined in subsection 11 (a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in subsection 24(b)

Unlicensed Frequencies: defined in subsection 11(a)(vi).

Unlicensed User: defined in subsection 11(a)(vii).

Utility Fee: defined in section IV on page 1.

Work: defined in subsection 10(a).

Appendix II
Insurance

A. LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Site prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) With respect to Licensee's insurance obligations as stated above, Licensor acknowledges that Licensee may self insure. Licensee assumes the risk of damage to any of Licensee's Personal Property, except for damage caused by Licensor or its Agents.

Appendix III
Special Conditions

1.1 Notices

Except as otherwise specifically provided in this License, any notice given under this License shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: **(a)** Licensee at address set forth in the Basic License Information; or **(b)** Licensor at Licensor's address set forth in the Basic License Information; or **(c)** such other address as either Licensor or Licensee may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given be telefacsimile to the telefacsimile number set forth in the Basic License Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

1.2 No Implied Waiver

No failure by either party to insist upon the strict performance of any obligation of the other party under this License or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial Rent by Licensor while Licensee is in default hereunder shall constitute a waiver of such default by Licensor. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Licensor or Licensee given in one instance under the terms of this License shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the License.

1.3 Approvals

Neither this License nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this License, but each and every term, covenant and condition of this License shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Whenever this License requires or permits the giving by Licensee of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the Licensee and County of San Francisco. Any amendments or modifications to this License, including, without limitation, amendments to or modifications to the exhibits to this License, shall be subject to the mutual written agreement of Licensee and Licensor, and Licensee's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this License **(a)** changing the legal description of the Licensed Space (not a defined term: should be "Licensed Space" throughout, **(b)** increasing the Term, **(c)** increasing the Rent, **(d)** changing the general use of the Licensed Space from the use authorized under Section 5.1 of this License, and **(e)** any other

amendment or modification which materially increases Licensee's liabilities or financial obligations under this License shall additionally require the approval of Licensee's Board of Supervisors.

1.4 Authority

Licensor represents and warrants to Licensee that the execution and delivery of this License by Licensor has been duly authorized and does not violate any provision of any agreement, law or regulation to which Licensor or the Property is subject.

1.5 Omitted

1.6 Interpretation of License

The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this License. Except as otherwise specifically provided herein, wherever in this License Licensor or Licensee is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Licensee holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

1.7 Omitted .

1.8 Brokers

Neither party has had any contact or dealings regarding the leasing of the Licensed Space, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License contemplated herein, except for the broker, if any, identified in the Basic License Information, whose commission, if any is due, shall be the sole responsibility of Licensor pursuant to a separate written agreement between Licensor and such broker, and Licensee shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this License.

1.9 Severability

If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the full extent permitted by law.

1.10 Governing Law

This License shall be construed and enforced in accordance with the laws of the State of California.

1.11 Omitted.

1.12 Attorneys' Fees

In the event that either Licensor or Licensee fails to perform any of its obligations under this License or in the event a dispute arises concerning the meaning or interpretation of any provision of this License, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this License, reasonable attorneys' fees of the Licensee's Office of the Licensee Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Licensee Attorney's services were rendered who practice in the Licensee of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the Licensee Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

1.13 Cumulative Remedies

All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

1.14 Time of Essence

Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

1.15 Survival of Indemnities

Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this License, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

1.16 Bankruptcy

Licensor represents and warrants to Licensee that Licensor has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Licensor's knowledge, no such filing is threatened. Licensor and Licensee agree that Licensee's License includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Licensed Space and the Building as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, Licensee shall have the right to **(a)** contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and **(b)** offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by Licensee in obtaining such services, facilities or amenities.

1.17 Non-Liability of Licensee Officials, Employees and Agents

Notwithstanding anything to the contrary in this License, no elective or appointive board, commission, member, officer, employee or agent of Licensee shall be personally liable to Licensor, its successors and

assigns, in the event of any default or breach by Licensee or for any amount which may become due to Licensor, its successors and assigns, or for any obligation of Licensee under this License.

1.18 MacBride Principles - Northern Ireland

The Licensee and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The Licensee and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensor acknowledges that it has read and understands the above statement of the Licensee and County of San Francisco concerning doing business in Northern Ireland.

1.19 Controller's Certification of Funds

The terms of this License shall be governed by and subject to the budgetary and fiscal provisions of the Licensee's Charter. Notwithstanding anything to the contrary contained in this License, there shall be no obligation for the payment or expenditure of money by Licensee under this License unless the Controller of the Licensee and County of San Francisco first certifies, pursuant to Section 3.105 of the Licensee's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Licensee after the fiscal year in which the Term of this License commences, sufficient funds for the payment of Rent and any other payments required under this License are not appropriated, then Licensee may terminate this License, without penalty, liability or expense of any kind to Licensee, as of the last date on which sufficient funds are appropriated. Licensee shall use its reasonable efforts to give Licensor reasonable advance notice of such termination.

1.20 Omitted

1.21 Non Discrimination in Licensee Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate

In the performance of this License, Licensor agrees not to discriminate against any employee of, any Licensee employee working with Licensor, or applicant for employment with Licensor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts

Licensor shall include in all subcontracts relating to the Leased Space a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Licensor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensor's failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits

Licensor does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by Licensee, or where the work is being performed for the Licensee or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing

such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) HRC Form

As a condition to this License, Licensor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Licensor hereby represents that prior to execution of the License: **(a)** Licensor executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and **(b)** the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the License of property to Licensee are incorporated in this Section by reference and made a part of this License as though fully set forth herein. Licensor shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Licensor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensor and/or deducted from any payments due Licensor.

1.22 Tropical Hardwood and Virgin Redwood Ban

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Licensor nor any of its contractors shall provide any items to Licensee in the construction of the Licensed Space or otherwise in the performance of this License which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The Licensee and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Licensor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Licensor shall be liable for liquidated damages for each violation in an amount equal to Licensor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Licensor acknowledges and agrees that the liquidated damages assessed shall be payable to the Licensee and County of San Francisco upon demand and may be set off against any monies due to Licensor from any contract with the Licensee and County of San Francisco.

1.23 Omitted.

1.24 Resource-Efficient Licensee Buildings and Pilot Projects

Licensor acknowledges that the Licensee and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient Licensee buildings and resource-efficient pilot projects. Licensor hereby agrees that it shall comply with all applicable provisions of such code sections.

1.25 Omitted.

1.26 Certification by Licensor

By executing this License, Licensor certifies that neither Licensor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Licensor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall

immediately notify the Licensee of same and the reasons therefore together with any relevant facts or information requested by Licensee. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this License. Licensor acknowledges that this certification is a material term of this License.

1.27 Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, Licenses, agreements, responses to Requests for Proposals, and all other records of communications between Licensee and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, License, agreement or other benefit until and unless that person or organization is awarded the contract, License, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

1.28 Conflicts of Interest

Through its execution of this License, Licensor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Licensee's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Licensor becomes aware of any such fact during the Term of this License, Licensor shall immediately notify Licensee.

1.29 Notification of Limitations on Contributions

Through its execution of this License, Licensor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Licensee for the selling or leasing of any land or building to or from the Licensee whenever such transaction would require approval by a Licensee elective officer or the board on which that Licensee elective officer serves, from making any campaign contribution to (1) an individual holding a Licensee elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Licensor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Licensor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Licensor's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensor. Additionally, Licensor acknowledges that Licensor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensor further agrees to provide to Licensee the names of each person, entity or committee described above.

1.30 Omitted.

1.31 Cooperative Drafting

This License has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the License reviewed and revised by legal counsel. No party shall be considered the drafter of this License, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this License.

File No. 120931

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: American Towers, LLC	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.*** Chairman, President and CEO: James D. Taiclet, Jr. Chief Financial Officer: Tom Bartlett Chief Administrative Officer and General Counsel: Ed Disanto	
Contractor address: 10 Presidential Way, Woborn, MA 01801	
Date that contract was approved: *(By the SF Board of Supervisors)*	Amount of contract: $25,200/year for 5 years
Describe the nature of the contract that was approved: License Agreement for communication facilities	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ _____
Signature of City Elective Officer (if submitted by City elective officer) Date Signed

_____ _____
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed