

1 [Neutral Host License Agreement - New Cingular Wireless PCS, LLC - 1351 Third Street
2 Public Safety Building]

3 **Resolution authorizing a no-cost Neutral Host License Agreement for the Public Safety**
4 **Building premises located at 1351 Third Street with New Cingular Wireless PCS, LLC,**
5 **for a ten-year term, to commence following Board approval.**

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7 WHEREAS, The City has under construction at 1351 Third Street (the "Property") the
8 Public Safety Building to house a police station, fire station, and command and other staff of
9 the Police Department, among others; and

10 WHEREAS, The Property serves as a critical hub of communications that requires a
11 complex Distributed Antenna System (DAS) to boost FCC licensed wireless communications
12 services within the project area; and

13 WHEREAS, The City does not have sufficient capacity to design, construct and operate
14 a DAS at the Property, nor sufficient funding necessary for such capital investment; and

15 WHEREAS, The Public Safety Building and rehabilitated Former Fire Station 30 (to
16 house Fire Department's Arson Task Force and a community meeting room) shall all be
17 managed and maintained by the Real Estate Division and be under the jurisdiction of the Real
18 Estate Division; and

19 WHEREAS, The Director of Property, in consultation with San Francisco Police
20 Department staff and the City Attorney's Office, negotiated a proposed Neutral Host License
21 Agreement for the Property, for an initial term of ten (10) years, which is on file with the Clerk
22 of the Board of Supervisors under File No. 140758 (the "License Agreement"), which has no
23 immediate cost to the City and secures a capital investment in the Property of over
24 \$1,500,000 by New Cingular Wireless PCS, LLC, a Delaware limited liability company (the
25 "Licensee"); and

1 WHEREAS, The City analyzed other DAS License Agreements from across the country
2 to ensure the terms and conditions of this License Agreement were reflective of market
3 conditions, given applicable unique aspects of the Property; and

4 WHEREAS, The License Agreement allows Licensee to install, operate, maintain,
5 repair and replace the DAS, within mandated operational specifications detailed in Exhibits to
6 the License Agreement, at no cost to City; and

7 WHEREAS, The License Agreement allows Licensee to sublicense certain interests in
8 the DAS, with City's consent and subject to the stringent requirements set forth in the License
9 Agreement and Exhibits thereto; and

10 WHEREAS, The License Agreement has two (2) additional five (5) year renewal terms
11 available to Licensee, at Licensee's discretion; now, therefore, be it

12 RESOLVED, That in accordance with the recommendations of the Director of Property,
13 the Board of Supervisors hereby approves the License Agreement, in substantially the form
14 presented to this Board, and authorizes City staff to take all actions necessary to effect the
15 terms and conditions of the License Agreement; and, be it

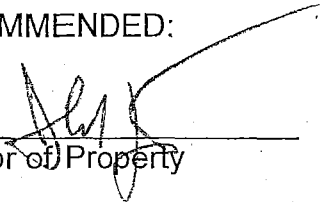
16 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
17 Property, in consultation with the City Attorney, to enter into any additions, amendments or
18 other modifications to the License Agreement that the Director of Property determines are in
19 the best interests of the City, do not materially increase the obligations or liabilities of the City
20 or materially decrease the benefits to the City, and are in compliance with all applicable laws,
21 including the City's Charter; and, be it

22 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,
23 in the name and on behalf of the City and County, to take any and all steps (including, but not
24 limited to, the execution and delivery of any and all certificates, agreements, notices,
25 consents, documents and other instruments) as the Director of Property deems necessary or

1 appropriate in order to effectuate the License Agreement, or to otherwise effectuate the
2 purpose and intent of this Resolution, such determination to be conclusively evidenced by the
3 execution and delivery by the Director of Property of any such documents; and be it

4 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
5 with respect to the License Agreement, or authorized and directed by this Resolution, are
6 hereby ratified, approved and confirmed by this Board of Supervisors.

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8 RECOMMENDED:

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11 _____
12 Director of Property
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Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator



John Updike
Director of Real Estate

July 3, 2014

Through Naomi Kelly, City Administrator

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
JUL 7 11:10:35
A

Re: License Agreement at 1351 Third Street (Public Safety Building)

Dear Board Members:

Attached for your consideration is a proposed Resolution authorizing the acceptance of a Neutral Host License Agreement for installation and maintenance of communication equipment at the Public Safety Building, under construction now at 1351 Third Street, which will host new police and fire stations serving Mission Bay, police headquarters, as well as the Arson Task Force and a community meeting room at a rehabilitated former fire station 30. The Agreement is between the City and New Cingular Wireless PCS, LLC, a Delaware limited liability company.

This License Agreement facilitates private capital investment of over \$1,500,000 in what is called a Distributed Antenna System (or "DAS") within the building, to serve critical cellular and emergency communication functions for the public safety employees to be located in the facility. The License Agreement has an initial term of ten years, with two (2) five year options for renewal. The Agreement comes at no cost to the City, but with an allowance for New Cingular to recoup capital investment costs through tightly controlled sublicensing rights, which require City approval.

This Agreement deflects a capital cost to the private sector that otherwise would be borne by the City to provide adequate telecommunications within the campus, and ensures maintenance and repairs of the system are performed in a timely and professional manner to industry standards, at no additional cost to the City. We recommend approval of this Resolution, and would appreciate a July hearing of this matter at any available committee to ensure Board consideration by no later than July 29. If you have any questions in this regard, please contact me at 554-9860.

Respectfully,

John Updike
Director of Property

140758

Attachments

NEUTRAL HOST LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated for reference purposes only as of the latter of the signature dates below, is entered into by the City and County of San Francisco, a municipal corporation ("**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F West Tower, Atlanta, GA 30324 ("**Licensee**").

BACKGROUND

- A. City owns that certain plot, parcel or tract of land commonly known as Mission Bay Block 8, located at 1351 3rd Street, San Francisco, in the City and County of San Francisco, State of California (the "**Land**"). City is constructing a public safety building (the "**PSB Project**") on the Land, which will allow City to relocate the San Francisco Police Department Headquarters and the Southern District Police Station and to provide a new fire station for the Mission Bay community. The work also includes the historic rehabilitation of Fire Station #30, which will provide a community meeting room and house the City's Fire Department Arson Task Force. The San Francisco Department of Public Works ("**DPW**") Project Management unit is providing the project management and construction management for the PSB Project. Charles Pankow Builders, Ltd. ("**City's Contractor**"), has been selected to be the general contractor for the project. Construction started in December 2011 and is estimated to be completed in the fall of 2014. The Land and the PSB Project are sometimes collectively referred to as the "**Property**."
- B. City desires (i) to have a neutral host Distributed Antenna System ("**DAS**") in the PSB Project to boost the FCC licensed wireless communications services available to customers of commercial public wireless carriers while in the PSB Project, (ii) to rely on the resources and experience of Licensee to design, construct, own, operate and manage the DAS system, and (iii) to avoid unnecessary disruption and administrative burdens for City's DPW Project Management unit during the installation of the DAS system and on City's departments and staff during the operation of the PSB Project.
- C. Licensee desires to use a portion of the Property for the purpose of constructing, owning, and operating a DAS available for use by Licensee and other wireless carriers pursuant to the terms herein and in connection with their respective federally licensed communications businesses.
- D. City desires to grant to Licensee the right to use a portion of the Property to install a neutral host DAS to boost wireless services available to customers of commercial public wireless carriers while on the Property, and the right to use and enter into sublicense agreements with other wireless carriers to use the DAS in accordance with the terms of this Agreement.

The parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **LICENSE; PERMIT AREA.** City grants to Licensee during the Term a license to install, operate, maintain, repair and replace the Communication Facilities and Connections (as defined below) in: (A) a certain room in the PSB Project comprised of approximately 350 square feet of space as shown on the attached **Exhibit 1** (the "**Equipment Space**"); and (B) areas located throughout the Property for the placement of antennas as described on the attached **Exhibit 1**, or in such other locations as City's Director of Real Estate and Licensee shall

mutually approve after good faith consultation, which locations are deemed sufficient in Licensee's sole determination for the operation of the antennas (the "Antenna Space"). Additionally, City grants to Licensee during the Term (as defined below) a non-exclusive license over, under, along and through the Property in locations reasonably determined necessary by Licensee, from time to time, to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and/or the Antenna Space and the electric power, telephone and/or fuel sources on the Property (collectively, the "Connections"). The Equipment Space, the Antenna Space, and the space occupied by the Connections are hereinafter collectively referred to as the "License Area", as described on attached Exhibit 1.

3. PERMITTED USE.

(a) Licensee hereby is granted the use of the License Area for the installation, construction, maintenance, operation, repair, replacement and upgrade of the DAS and any and all other communications fixtures and related equipment, cables, accessories and improvements as may be needed by Licensee (and its sublicensees, as applicable) from time to time to fully provide for the continuous transmission and reception of communications signals, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the License Area (collectively, the "Communication Facility") in accordance with the terms and conditions of this Agreement, as well as the right to test, survey and review title on the Property, at no additional cost to Licensee or City, as described in Sections 6(b) and 6(c) below (collectively, the "Permitted Use"), and for no other use or purpose. City and Licensee agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Licensee's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, City's execution of this Agreement will signify City's approval of Exhibit 1. If Exhibit 1 is not included, such plans and drawings shall be provided to City and City will approve or reasonably disapprove such drawings within fifteen (15) days after receipt from Licensee, such approval to be not unreasonably withheld, delayed, or conditioned. Licensee has the right to install and operate transmission cables from the Equipment Space to the Antenna Space, electric lines from the main feed to the Equipment Space, and communication lines from the Property's main entry point to the Equipment Space, and to make Property improvements, alterations, upgrades or additions appropriate for Licensee's use ("Licensee Changes"), pursuant to plans and specifications approved in advance by City in writing, which approval shall not be unreasonably withheld, conditioned or delayed, subject to available space. Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Licensee has the right to modify, supplement, replace, upgrade, expand the equipment, or relocate the Communication Facility within the License Area at any time during the term of this Agreement, provided such modifications (a) are reasonably necessary to ensure or improve the capacity, coverage or performance needs of the DAS or to permit one or more additional co-locators to operate on the DAS and (b) shall have no adverse effect on the City's operation of the PSB Project or on the structural portions of the building or on the building systems. In the event Licensee desires to modify, replace, or upgrade the Communication Facility, and Licensee requires an additional portion of the Property (the "Additional Space") for such modification or upgrade, City agrees to consider licensing the Additional Space to Licensee upon the same or substantially similar terms and conditions as set forth herein.

(b) No Competing Agreements. City has not granted and, provided Licensee is not in default hereunder, will not grant, after the date of this Agreement, a lease, license, or any other right to any third party for use of any portion of the Property to install or operate a DAS or similar wireless communications infrastructure during the Term.

(c) Construction and Operation of DAS. Licensee hereby covenants to build and operate the DAS and to make the DAS available for sublicense to other carriers, on reasonable terms and conditions, and in accordance with the terms of this Agreement. City anticipates that the PSB Project will be completed in Fall of 2014. It is the Parties' goal that the DAS be complete and operational by such completion date.

4. TERM.

(a) The initial term of this Agreement will be ten (10) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the date immediately preceding the tenth (10th) anniversary of

the Effective Date. As used herein, the "Effective Date" is the date upon which the Board of Supervisors and the Mayor have adopted a resolution approving this Agreement and the parties hereto have duly executed this Agreement.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Licensee notifies City in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then existing Initial Term or Extension Term, as applicable.

(c) If Licensee continues to use the License Area for the purposes of this Agreement after the expiration or termination of this Agreement, then Licensee will be deemed to be using the License Area on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the Term ("Term").

5. **LICENSE FEE.** In consideration of (i) Licensee's installation of Licensee's Communication Facility, which the parties acknowledge and agree constitutes a substantial capital investment by Licensee, and (ii) Licensee's performance of the other terms and conditions of this Agreement, including, without limitation, the obligation to use good faith efforts to enter into agreements with other wireless carriers on commercially reasonable terms for the use of the DAS in a manner that provides excellent coverage in the PSB Project and the obligation to serve as the manager and single point of contact for such carriers, eliminating the administrative burden on City, there shall be no license fee or lease fee equivalent due from Licensee to City.

6. **APPROVALS.**

(a) City agrees that Licensee's ability to use the License Area is contingent upon the suitability of the License Area and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the License Area, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). City authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the License Area is compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

(d) Licensee understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the PSB Project and not as a regulatory agency with police powers. Nothing in this Agreement shall limit in any way Licensee's obligation to obtain any required regulatory approvals from City departments, boards or commissions having jurisdiction over the License Area. By entering into this Agreement, City is in no way modifying or limiting Licensee's obligation to cause the License Area to be used in accordance with all laws as provided above.

7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to City, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Licensee upon written notice to City for any reason or no reason, at any time prior to commencement of construction by Licensee.

8. INSURANCE.

(a) During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost and Licensee may self-insure this coverage; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage.

(b) Licensee's CGL insurance shall be endorsed to provide the following: (i) include as an additional insured the City and County of San Francisco, its officers, agents and employees to the extent of the work provided herein; and (ii) that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the Term hereof and, without lapse, for a period of two (2) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Agreement, such claims shall be covered by such claims-made policies. Licensee shall deliver to City certificates of insurance and additional insured policy evidence from insurers, evidencing the coverages required hereunder, on or before the Commencement Date, and Licensee shall provide City with certificates or policies thereafter promptly upon City's request.

(c) Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section on the terms and conditions specified in Exhibit 8.

(d) Additional provisions regarding insurance requirements applicable during any period of construction or installations by Licensee or its agents are set forth in Exhibit 8.

9. INTERFERENCE.

(a) Protection Against Interference with City's Equipment. Licensee will not permit its Communication Facility or its use of the License Area to cause interference with or impairment of City's 911 Public Communications Safety System or Citywide 800 MHz Radio System or any other communication or computer equipment used by City or any of its agents or tenants on the Property. Licensee will not use the License Area or its equipment located on the Property in any way which interferes with any use of the PSB Project by City or its successors except as specifically set forth in Section 9(b), and such interference shall be deemed a material breach of this Agreement by Licensee, and Licensee shall, upon notice from City, be responsible for terminating such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference with any public safety system existing now or in the future may cause irreparable injury and, therefore, City shall have the right (i) to bring an action to enjoin such interference and/or pursue any other remedy available at law or in equity to cause the interference to cease, other than the termination of this Agreement, and (ii) if such interference continues for more than two (2) business days after Licensee's receipt of written notice from City, to cause Licensee's equipment to temporarily cease operation by means of operating a power shut-off or other equipment shut-off device pursuant to standing instructions provided by Licensee, in which event City shall immediately notify Licensee's representative that a shut-off of Licensee's equipment has occurred.

(b) Protection Against Interference with Communications Facility. City will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. City will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) If use by City or its employees, lessees, licensees, invitees, agents or independent contractors interferes with the Communication Facility or the operations of Licensee or the rights of Licensee under this Agreement, Licensee shall provide City with written notice of such interference, and City and Licensee shall (i) promptly and reasonably communicate and cooperate with reasonable diligence and continuity to identify (A) alterations to the Communications Facility or other interfering equipment operated by third-parties that may be required in light of the interference, and/or (B) an alternate location to which the portion(s) of the Communications Facility or the third-party equipment may be relocated, so that the Communications Facility, following such relocation, will provide reasonably comparable operational coverage, capacity and service to wireless customers based on a reasonable and objective evaluation of the technical performance of the Communications Facility. If, after compliance by City and Licensee with the process identified in this Section to address and resolve the interference, Licensee determines, in Licensee's sole discretion, that making the necessary alterations or completing the necessary relocation are infeasible for either technological and/or economic reasons, then Licensee shall have the right to terminate this Agreement upon notice to City.

(d) For the purposes of this provision, "interference" may include, but is not limited to, any use on the Property that causes electronic, physical or obstruction interference with, or degradation of communications signals.

10. **INDEMNIFICATION.**

See Exhibit 7.

11. **WARRANTIES.**

(a) Licensee acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Within forty-five (45) days after completion of the PSB Project, Licensee shall have an opportunity to inspect the PSB Project and the Property to ensure that the PSB Project and the Property is acceptable for Licensee's Permitted Use of the License Area (the "**Inspection Period**"). If Licensee fails to identify any items of concern for the City's resolution during the Inspection Period, then Licensee will be deemed to have accepted the License Area in its "as-is" condition and agrees to the following terms:

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE LICENSE AREA IS BEING MADE AVAILABLE AND ACCEPTED IN ITS "AS IS, WITH ALL FAULTS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING, WITHOUT LIMITATION, ZONING ORDINANCES AND REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE PROPERTY OR LICENSED AREAS. LICENSEE REPRESENTS AND WARRANTS TO CITY THAT LICENSEE HAS CONDUCTED A REASONABLY DILIGENT INVESTIGATION, EITHER INDEPENDENTLY OR THROUGH AGENTS OF TENANT'S CHOOSING, OF THE CONDITION OF THE PREMISES AND OF THE SUITABILITY OF THE PSB PROJECT AND LICENSE AREA FOR LICENSEE'S INTENDED USE, AND LICENSEE IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION. LICENSEE FURTHER REPRESENTS AND WARRANTS THAT ITS INTENDED USE OF THE LICENSE AREA IS THE USE DESCRIBED HEREIN. LICENSEE AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PSB PROJECT OR THE PRESENT OR FUTURE SUITABILITY OF THE PSB PROJECT OR LICENSED AREA FOR THE CONDUCT OF LICENSEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE LICENSE AREA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) City represents, warrants and agrees that: (i) as long as Licensee is not in default then City grants to Licensee sole, actual, quiet and peaceful use and enjoyment of the License Area; and (ii) if the Property is or

becomes encumbered by a deed to secure a debt, mortgage or other security interest, City will use good faith efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement, substantially in the form attached hereto as Exhibit 2.

(d) **LICENSEE MAKES NO EXPRESS WARRANTY REGARDING THE COMMUNICATION FACILITY, OR ANY PORTION THEREOF, AND LICENSEE DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.**

12. ENVIRONMENTAL.

See Exhibit 7.

13. ACCESS; BUILDING SECURITY MEASURES. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will access the License Area during non-business hours, for the installation, maintenance and operation of the Communication Facility and any utilities serving the License Area, provided that Licensee shall notify the person designated in Section 15(c) below as City's contact for day-to-day communications at least twenty-four (24) hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Licensee's requested access. In the event of an emergency, Licensee shall have the right to enter the License Area and City shall reasonably cooperate with Licensee to provide such emergency access. Licensee agrees to cooperate with, adhere to, and utilize all building security, safety standards, maintenance and operation measures, including but not limited to: (i) any requirement that all Licensee employees and subcontractors (including all sublicensee wireless carriers) wear identity badges and use security access cards (if issued by City) while on the Property, (ii) any requirement that Licensee employees and contractors be escorted in certain areas as required by the City department responsible for security in the building, and (iii) any requirements that its employees and subcontractors submit to security requirements as may be implemented during the Term. City retains the right to reasonably deny access, for cause, to any employee, contractor or subcontractor of Licensee.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at Licensee's option, may be removed by Licensee without City's consent at any time during the Term. City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the License Area by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of City that all improvements of every kind and nature constructed, erected or placed by Licensee on the License Area will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, Licensee shall remove all of Licensee's above-ground improvements and Licensee will, to the extent reasonable, restore the remainder of the License Area to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Any items of Licensee's property that remain on the Property after the expiration or termination date of this Agreement may, at the option of City, be deemed abandoned and in such case may be disposed of by City in accordance with Civil Code Section 1980 et seq. or any other manner allowed by law. Concurrently with the expiration or termination of this Agreement Licensee agrees, if requested by City, to execute, acknowledge and deliver to City any instrument reasonably requested by City to evidence or otherwise effect the termination of Licensee's rights under this Agreement and to effect the transfer or vesting of title to the improvements or equipment that are to remain part of the Property as requested by the City.

15. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the License Area in good condition, reasonable wear and tear and damage from the elements excepted. City will maintain and repair the Property and access thereto and all areas of the License Area where Licensee does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear and damage from the elements.

(b) City makes no representations or warranties with respect to availability of utilities to serve the Communications Facility. City will reasonably cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide such other service to Licensee as Licensee may require in furtherance of the Permitted Use. Licensee shall be responsible for ordering separate utility services which Licensee may require from time to time for the use and operation of its Communication Facility, and maintaining such services during the Term at Licensee's sole expense. By specific agreement between City and Licensee, Licensee shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the License Area as Licensee shall have the right to designate for the installation and operation of Licensee's Communication Facility.

16. DEFAULT AND RIGHT TO CURE.

(a) Licensee's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from City specifying the failure will be deemed a default by Licensee and a breach of this Agreement, provided any failure of Licensee to comply with any insurance requirements within ten (10) business days of receipt of notice shall be a default. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, not to exceed sixty (60) days from the date of receipt of written notice (other than a failure by Licensee to comply with any insurance requirements for which no extension beyond the ten (10) business day cure period shall exist). If Licensee remains in default beyond any applicable cure period, City will have the right to exercise any and all rights and remedies available to it under law and/or equity.

(b) The following will be deemed a default by City and a breach of this Agreement: (i) failure to provide access to the License Area or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) City's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of City. If City remains in default beyond any applicable cure period, Licensee will have all rights available to it under law and/or equity.

17. ASSIGNMENT/SUBLEASE. Licensee will not assign this Agreement or sublease the License Area and its rights herein, in whole or in part, without City's consent, which shall not be unreasonably withheld, conditioned or delayed. The parties anticipate that Licensee shall sublicense the DAS, in whole or in part, to other carriers and third parties in accordance with Section IX of Exhibit 6 to this Agreement.

18. NOTICES.

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

If to Licensee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Venue Name: Public Safety Building SF Mission Bay
 Fixed Asset No: 13068079
 Suite 13-F West Tower
 575 Morosgo Drive
 Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn.: Legal Department - Network
Re: Venue Name: Public Safety Building SF Mission Bay
Fixed Asset No: 13068079
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: John Updike
Director of Property
Re: Mission Bay Public Safety Building NH DAS License

with a copy to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attention: Real Estate/Finance Team

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City or its successor will send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Full contact information for new licensor including all phone number(s)
- ii. New IRS Form W-9

(c) Day-to-Day Communications. Day-to-day communications to Licensee regarding this Agreement should be directed to Laura Blake, Tel: (916) 799-5278; Email: lg1589@att.com. During the initial installation period, day-to-day communications to City regarding this Agreement should be directed to Charles A. Higuera, Tel: (415) 557-4646; Email: charles.higuera@sfdpw.org. Following the initial installation period, day-to-day communications to City regarding this Agreement should be directed to Leslie Zimmerman, Tel: (714) 448-1001; Email: lz351e@att.com. Each party shall provide written notice to the other from time to time when such party's designated contact person changes.

19. CONDEMNATION. In the event City receives notification of any condemnation proceedings affecting the Property, City will provide prompt notice of the proceeding to Licensee. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the License Area unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

20. **CASUALTY.** City will provide prompt notice to Licensee of any casualty or other harm affecting the Property. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the License Area unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to City, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. If City or Licensee undertakes to rebuild or restore the License Area and/or the Communication Facility, as applicable, City agrees to permit Licensee to place temporary transmission and reception facilities on the Property.

21. **WAIVER OF CITY'S LIENS.** City waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

22. **TAXES.** Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any sublicense or assignment permitted under this Agreement and any exercise of any option to renew or extend this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Licensee agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Property or upon any equipment or property located thereon without promptly discharging the same, provided that Licensee, if so desiring, may have reasonable opportunity to contest the validity of the same. Licensee shall be responsible for all taxes levied upon Licensee's improvements on the License Area. City shall provide Licensee with copies of all assessment notices on or including the License Area immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the improvements, but in no event later than thirty (30) days after receipt by City.

23. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by City and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Agreement.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of License substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum or Short Form of License at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of License.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the License Area for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **Sale of Property.** If City, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the License Area, or all or any part of the Property to a purchaser other than Licensee, City shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder.

(k) **W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(l) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the License Area based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and Licensee.

(m) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(n) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(o) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION OR ENACTED AN ORDINANCE APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION OR ORDINANCE, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION OR ORDINANCE WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

“CITY”

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

JOHN UPDIKE
Director of Property

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: Anita L. Wood
Anita L. Wood
Deputy City Attorney

“LICENSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: Jon Morris

Print Name: Jon Morris

Its: Director

Date: 6/24/14

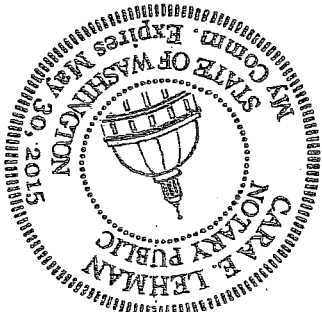
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF King) ss:

On the 24th day of June, 2014, before me personally appeared Gon Morris, and acknowledged under oath that he is the Director of AT&T Mobility Corporation, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Operator.

[Signature]
Notary Public: Cara E Lehman
My Commission Expires: 05/30/2015



LICENSOR ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF LICENSE AREA

Page 1 of ____

to the Agreement dated _____, 2014, by and between the City and County of San Francisco, a municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The License Area is described and/or depicted as follows:

Notes:

1. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ON THIS EXHIBIT 1.

EXHIBIT 2

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC

Attn: _____

Venue Name: _____

Fixed Asset Number: _____

State: _____

County: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____ (hereinafter called "Mortgagee"), and the City and County of San Francisco, a municipal corporation (hereinafter called "City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee has entered into a certain license agreement dated _____, 20__, (the "License") with City, covering property more fully described in Exhibit A attached hereto and made a part hereof (the "License Area"); and

WHEREAS, City has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of _____, being identified as Lot ____ in Block ____ in City and County of San Francisco, State of California ("Property"), a part of which Property contains the License Area; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for City and County of San Francisco ("Mortgage"); and

WHEREAS, Licensee desires to be assured of continued use of the License Area under the terms of the License and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the License is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the License Area forms a part (but not Licensee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if

the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the License.

2. In the event Mortgagee takes possession of the Property as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Licensee's right to use the License Area and any of Licensee's other rights under the License in the exercise of Mortgagee's rights so long as Licensee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the License.

3. In the event that Mortgagee succeeds to the interest of City or other licensor under the License and/or to title to the Property, Mortgagee and Licensee hereby agree to be bound to one another under all of the terms, covenants and conditions of the License; accordingly, from and after such event, Mortgagee and Licensee will have the same remedies against one another for the breach of an agreement contained in the License as Licensee and City or such other licensor had before Mortgagee succeeded to the interest of City or such other licensor; provided, however, that Mortgagee will not be:

(a) personally liable for any act or omission of any prior licensor (including City); or

(b) [Intentionally deleted]

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Mortgage, or upon the sale of the Property by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Licensee agrees not to seek to terminate the License by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Licensee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the License.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Licensee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Licensee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or sublicensees of Licensee which are permitted under the License. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the License Area by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 20____.

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

LICENSEE: New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____
a _____

By: _____
Name: _____
Title: _____

LICENSOR (CORPORATION)

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSEE

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, a _____ corporation, _____, on behalf of the corporation, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation () who is personally known OR () who produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT 3

INTENTIONALLY OMITTED

EXHIBIT 4
INTENTIONALLY OMITTED

EXHIBIT 5

MEMORANDUM OF AGREEMENT

[FOLLOWS ON NEXT PAGE]

Prepared by:
SAC NAME
SAC FIRM
FIRM ADDRESS
CITY, STATE ZIP

Return to:

Re: Venue Name: _____
Fixed Asset Number: _____
State: _____
County: _____

**MEMORANDUM
OF
NEUTRAL HOST LICENSE AGREEMENT**

This Memorandum of Neutral Host License Agreement is entered into on this ____ day of _____, 20__, by and between the City and County of San Francisco (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee entered into a certain Neutral Host License Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be ten (10) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with two (2) successive five (5) year options to renew.
3. The portion of the land being licensed to Licensee (the "**Premises**") is described in **Exhibit A** annexed hereto.
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LICENSOR"

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

"LICENSEE"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LESSOR ACKNOWLEDGMENT

EXHIBIT A

DESCRIPTION OF LICENSE AREA

Page _____ of _____

to the Memorandum of License dated _____, 20__, by and between the City and County of San Francisco, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The License Area are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions); Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

AT&T SERVICES INC

Payee

Name

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO Box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP Code

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or limited liability companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Telephone (____) _____

Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

Registered Domestic Partners (RDP) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-β, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners, and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.

- Payments to nonresidents for royalties from natural resources with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

Nonresident includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the CA SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write: "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

EXHIBIT 6.
Requirements

I. Design and General Requirements

1. Licensee shall furnish and install, at Licensee's cost, a neutral host DAS that provides wireless carrier RF signal levels at a minimum signal level, as defined by RSSI or RSCP, of -85dBm RSCP for UMTS and -95dBm for LTE RSRP within the PSB Project and limits RF signal "bleeding" outside PSB Project to maximum of -95dbm within .10 meters of the PSB Project. So long as Licensor does not unreasonably limit the placement or location of the antennas, the DAS shall be designed in such a manner to provide 95% PSB Project coverage as verified using heat maps as part of "as built" drawings.

2. It is possible other carriers may want to attach to the DAS, depending upon the outcome of wireless carrier negotiations and available space. The DAS must be designed to be capable of supporting neutral host operations for at least four wireless carriers, but Licensor acknowledges and understands that certain equipment necessary to fully support another wireless carrier will not be installed until a final agreement with that particular carrier is executed by all parties.

3. The DAS must support the following technologies: CDMA; ; GPRS; EV-DO; UMTS; LTE.

4. Licensee shall submit a final system design package for review and approval by the City, which approval shall not be unreasonably withheld, delayed, or conditioned. Licensee shall identify in the system design package environmental conditions required (heating, cooling, humidity), floor loading required, fire protection required, voltage, phase, frequency, and amperage of the commercial AC power resources required, and the number, location, and capacity of AC circuit outlets required. It is the intent of the City that all DAS operator and carrier-specific electrical, HVAC, and other facilities requirements be paid by Licensee.

5. Licensee shall insure that all connections and installation procedures associated with the system shall be engineered to reasonably accommodate the standards and practices of AT&T, Verizon Wireless, T-Mobile and Sprint (as well as other carriers).

6. The DAS equipment shall be located in the Equipment Space as shown on Exhibit 1, which space must be eight hundred (800) square feet or greater so as to fully support any third-party wireless carriers using the DAS. Licensee shall coordinate with Licensor the installation of such third-party wireless carriers' equipment within the Equipment Space. Licensor shall furnish all necessary head-end racks for use by Licensee and any third party wireless carrier, and Licensee shall furnish all cabinets and DC battery back-up power.

7. Equipment to be furnished and installed in telephone closets (as shown on the _____ drawings) can be wall or rack mounted. Licensee must coordinate rack space with the Project Manager and City's contractor to ensure sufficient rack space will exist. In the event rack space is not available, Licensee must wall mount DAS equipment as coordinated by the low voltage contactor and the Project Manager.

8. Licensee is responsible for providing and installing all cables required to connect air interfaces to the main DAS equipment.

9. All incoming coaxial cables from exterior antennas must be protected by approved lightning arrestors, such as Polyphaser Lightning Arrestors properly rated for signal levels and frequency, installed at the entry point of the cable into the building. Lightning arrestors must be properly grounded.

10. Licensee shall secure all cabling installed using cable tray and conduit, as applicable. Cables may be secured by using beam clamps and bridle rings where applicable. Cables must be supported every four feet for horizontal and vertical runs not in conduit, cable tray or inner duct. If cable manufacturer's specification differs from this requirement, cable may be supported at intervals as recommended by the manufacturer's written specifications and as required by applicable building codes. Strain relief grips must be installed on all vertical cable runs as required by the manufacturer.

II. System Implementation Schedule and Plans.

Licensee shall prepare and submit to City, for City's approval, plans and a system implementation schedule acceptable to the City, which approval shall not be unreasonably withheld, delayed, or conditioned. Such schedule shall include a milestone plan to show the orderly progression of events leading to the timely installation and completion of the system (i.e., equipment delivery, installation, cut over plans, wireless carrier(s) connection, and other major milestones associated with the project) and shall include milestones at which the City must be engaged to provide support, the type of support required, and the length of time Licensee estimates will be required of City resources. The implementation plan shall be designed to show the phased cut over dates for the system, as agreed to by City's Project Manager. The project plans shall include design drawings and a map of a layout of the network design. Licensee will promptly notify City of all delays known or anticipated in the construction and installation of the system.

III. Equipment and Labor to be Provided by Licensee.

Licensee shall furnish, at its own expense, all equipment necessary to install, operate and maintain the DAS system in accordance with the terms and conditions of this Agreement. The DAS system components provided by Licensee shall include, but not be limited to the following:

- All active components including master optical units, wideband master units, remote units, bi-directional amplifiers, duplexers and combiners;

- All coaxial cables, indoor and outdoor antennas, connectors, jumper cables and splitters;

- All fiber optic and coaxial cables including splice trays, bulkheads, fiber pigtails and jumper cables;

- All digital repeaters;

- All necessary cavity and notch filters;

- All necessary RF surveys;

- All electrical power and electrical metering, including emergency generator;

- All necessary HVAC, security and other environmental requirements for DAS and carrier equipment;

- All Uninterruptible Power Systems (UPS) to power active equipment;

- All racks and cabinets;

- All tie wraps, bushings and miscellaneous parts;

- All necessary mounting hardware;

- All labor;

- Rental of scissor lifts;

- Training; system engineering and programming;

- All installation tools and equipment necessary to complete the installation;

- Testing in compliance with the requirements of this Agreement; and

- Ongoing post-day-1 support.

IV. Products/Manufacturers.

The manufacturers listed below are acceptable for the DAS head-end and ancillary electronic equipment: ADC/LGC Wireless; Andrew/Commscope; Mobile Access. Any requested alternate manufacturers must be presented in writing for City's reasonable approval or disapproval. City does not warrant that the equipment of any particular manufacturer, including the manufacturers listed above, will meet the performance requirements for the facility set forth in this Agreement. Licensee shall be wholly responsible for ensuring that Licensee's system and equipment shall perform in accordance with the requirements of this Agreement.

V. Additional requirements.

Licensee shall:

1. Furnish systems using new, unused equipment and software that incorporates the design which is in current production by the manufacturer at the time of shipment to the PSB Project.
2. Perform all work in a neat, high quality manner and in conformity with local, state, and national building and electrical codes.
3. Provide for the shipping, handling, and storage of all equipment and material and secure and protect it from theft.
4. Obtain all necessary licenses, permits and other required approvals.
5. Keep the work area free of debris, trash, empty telephone boxes, scrap wire and so forth, and dispose of such materials on a daily basis at Licensee's expense.
6. Provide both shop drawings and Engineer of Record certified "as-built" Distributed Antenna System drawings within one (1) month of completion. Such documentation will also include antenna lists, cable lists, rack layouts per closet, a list of equipment manufacturer serial and model numbers of all installed equipment and other documentation as reasonably requested by the City.
7. Provide space, conditioned environment and access to power as required for carrier equipment.
8. Provide manufacturer certified professional services labor for the scope of work.
9. Attend meetings (in some cases weekly and on-site) with City's Project Manager, City's contractor and other contractors or subcontractors identified by City's Project Manager to discuss installation and technical coordination issues. The City shall create minutes for the meetings.
10. Coordinate any 3rd party resources or subcontractors.
11. Provide a single project manager for the duration of project design and construction/installation. Licensee's project manager will serve as a single point of contact for communication with the City and City's Project Manager and City's contractor, and shall act as liaison between City and Licensee's employees, contractors and subcontractors, attend on-site meetings, both scheduled and unanticipated, be on-site to oversee work and keep the project on schedule, and update the project status and report the same to City's Project Manager.
12. Prepare, maintain and update a project timeline.
13. Attend construction manager safety classes and adhere to all safety standards.
14. Perform RF surveys, if reasonably requested to do so.
15. Prepare detailed Visio or AutoCAD network diagram of proposed DAS Infrastructure, upon request.
16. Install cabling and pathways.
17. Stage, configure and assemble equipment off-site.
18. Deliver equipment to secured location at the PSB Project site.
19. Provide all lifts necessary to install equipment at Licensee expense.
20. Install equipment in Licensee furnished cabinets and racks furnished by Licensor, provided, however, Licensee shall install its base transceiver station ("BTS") in a remote location. The Equipment Space shall be large enough to accommodate Licensee's equipment and any equipment installed by a third-party wireless carrier.
21. Install antennas and other related equipment.
22. Power up system and perform diagnostics.

23. Test emergency generator backup, if applicable.
24. Coordinate connections with other wireless carriers and base stations or repeaters to DAS.
25. Test carrier RF signals throughout the facility and modify components as necessary. Licensee shall verify the system is providing a minimum of -85dBm RSCP covering 95% of the interior areas of all improvements on the Property, including without limitation the first floor garage and basement areas.
26. Troubleshoot system, if necessary.
27. At the end of the initial construction, provide evidence that the DAS is operational and meeting the requirements of this Agreement.
28. Provide the City written notice of the anticipated time of completion of the installation at least four (4) weeks prior to system cut over.
29. Conduct, upon completion of all work, a final walk through with the City or its agent to inspect all work.

VI. Execution and Quality Assurance.

Licensee shall:

1. Mount equipment, antennas and enclosures plumb and square. Ensure that permanently installed equipment shall be firmly and safely held in place.
2. Ground all DAS equipment per EIA/TIA 607 standards. Ground Bars are available in all telecom closets and the main telephone room for this purpose. There are no ground bars in the Equipment Space, therefore Licensee must make provisions to furnish and install ground bars as well as ladder rack.
3. Take precautions to prevent and guard against electromagnetic and electrostatic hum on circuits and other unrelated sound and video equipment and cables.
4. Verify conditions on the job site applicable to this work. Notify the City in writing of discrepancies, conflicts, or omissions promptly upon discovery.
5. Be responsible for and repair all damage to the building caused by Licensee's contractors or sub-contractors, and exercise reasonable care to avoid any damage to the PSB Project property. Licensee will report to the City any damage to the building that may exist or may occur during the installation of the DAS equipment.
6. Install the equipment in accordance with the manufacturer's specifications for the system.
7. Allow access by the City or its authorized representative to the License Area for auditing and inspections, *so long as* the City provides at least seventy-two hours' notice to Licensee so that Licensee may deploy a representative to accompany Licensor. At no time may Licensor access the License Area without the supervision of an authorized representative of Licensee.
8. Promptly correct all defects for which Licensee is responsible.
9. Ensure that all records and reports, engineering, inspections, testing, quality of service standards and safety measures comply with standards applicable for the State of California and the City.
10. Coordinate all work with the City project management team, the PSB Project low voltage cabling contractor, the Project Manager, the wireless carriers, the converged network contractor, the HVAC contractor, the electrical contractor and any other specialty trade contractors to avoid causing delays in construction schedule. Licensee must include coordination time with the cabling and wire contractor and other trades. Licensee shall attend weekly subcontractor project meetings throughout the installation period as requested by the Construction Manager.

11. Perform an MPE analysis from iBwave DAS design tool of the facility to fully understand existing and projected signal levels at the site.
12. Perform a walkthrough inspection of the facility to determine installation requirements for the DAS. At the time of the walkthrough, Licensee must determine cable paths, suitable antenna locations and mounting techniques.
13. Determine locations where conduit or pathways are required for installation of the DAS, where not already provided, and coordinate installation with the Project Manager.
14. Licensee shall be responsible for any additional pathways, conduit, core drilling, sleeves, fire stopping, water proofing and any other restoration required to meet code at its expense.
15. Determine which cable paths will require plenum rated cables.
16. Inspect rooftop areas designated for exterior antennas, if required, to determine cable paths and any necessary penetrations required to route cable from interior to exterior of the building. If roof penetrations are necessary, Licensee must subcontract to building roofing contractor to ensure work is performed properly and warranties are not voided.
17. Ensure Licensee's FCC licensed base station and/or repeaters are operated within the ERP terms of the FCC frequency licenses.
18. Use commercially reasonable efforts to avoid RF interference. Potential sources of radio frequency interference in the facility include but are not limited to: Wireless microphones, wireless television cameras, ENG microwave backhaul transmitters, wireless telephone headsets, microwave ovens, Bluetooth devices, assisted listening devices, FM radio transmitters in workout areas, cordless phones, 802.11a/b/g/n WLAN access points, usher security radios and 2 way handheld radios.

VII. Testing.

- Licensee shall conduct testing of the DAS system using guidelines consistent with industry standards for DAS facilities ("Industry Standards"). Such test plans may incorporate, if commercially reasonable, the following: Test equipment to verify that all components of the system are functioning per specified Industry Standards;
- Test and acceptance plan must clearly demonstrate system functionality and compliance with Industry Standards;
- Factory-authorized service representatives must supervise the field assembly and connection of components, the pre-testing, testing, and adjustment of the system;
- Upon completing the installation of the DAS system, all integrated subsystems will be aligned, adjusted and balanced. Any deficiencies observed will be corrected within a commercially reasonable time after such observation. Any malfunctioning or damaged items will be replaced with new and tested until satisfactory performance and conditions are achieved;
- Upon completion of the alignment and balance described above, and any other testing as reasonably determine to be necessary by Licensee, the City will be notified a minimum of three (3) days in advance of acceptance test performance. Background system tests may be conducted with representatives from the City in attendance;
- Upon the satisfactory completion of system tests, operational system testing will commence to ensure system conformance to requirements and specifications. The operational tests will include demonstration of system features and functionality, and coverage performance;
- Upon completion of the DAS, Licensee shall provide Licensor (i) "as-built" drawings depicting the completed DAS, (ii) copies of all permits that were issued for the DAS project, and (iii) the name, title, and contact information for all integral Licensee personnel affiliated with the DAS, which information will be updated on a regular basis.

- City may inspect the system with Licensee to verify that subsystems, units and controls are properly labeled and interconnecting wires and terminals are identified;
- Any observed deficiencies indicated by tests or by City inspection will be rectified and completely retested within a commercially reasonable period of after Licensee receives notice. Work and materials required to correct deficiencies will be made at no expense to the City; and
- Licensee will provide a PDF copy of the DAS system layout.

VIII. Documentation. Intentionally Omitted.

IX. Wireless Carrier Negotiations and Agreements; Connections to DAS.

Licensee shall:

1. When approached by other wireless carriers regarding use of the DAS, engage in good faith in negotiations with such other wireless carriers and pursue sub-license agreements on commercially reasonable terms that are calculated to approximate such carrier's prorata share of Licensee's costs of design, equipment, construction and installation of the DAS (collectively, "Installation Costs"), system operating costs and costs of performing Licensee's other obligations under this agreement (collectively with system operating costs, "Operating Costs"), and shall not include any amounts for profit, marketing of the system, administrative markup, or equipment paid for or contributed by an entity other than Licensee. Notwithstanding the above, Licensee shall be entitled to charge sublicensees a fifteen percent (15%) administrative markup to cover internal costs. Costs to be absorbed by Licensee or sub-licenses include, but are not limited to, specific building and room requirements, electrical work, submetering, low voltage copper and/or fiber optic cabling to the building telecom demarc, flooring, ceiling, HVAC, fire protection, security, access control, building penetrations and pathways, and electrical generators.
2. Licensee shall keep accurate books and records of all Installation Costs in accordance with accounting principles generally accepted in the construction industry specific to wireless communications, and shall keep accurate books and records of any Operating Costs. At City's request, Licensee shall provide a statement of Installation Costs and Operating Costs. City shall have the right to inspect Licensee's records regarding the construction and installation of the DAS and the Licensee's books and records of Installation Costs and Operating Costs. City may request that such records be audited by an independent certified public accounting firm mutually acceptable to the City and Licensee, or if the parties are unable to agree, either party may apply to the Superior Court of the State of California in and for the County of San Francisco for appointment of an auditor meeting the foregoing qualifications. If the court denies or otherwise refuses to act upon such application, either party may apply to the American Arbitration Association, or any similar provider of professional commercial arbitration services, or appointment in accordance with the rules and procedures of such organization of an independent auditor. Licensee shall pay the entire cost of the audit, including City's costs in connection therewith.
3. Coordinate carrier requirements, along with DAS requirements into a consolidated set of drawings.
4. Upon the City's request, keep the City informed of sub-license negotiations and progress and any executed sub-license agreements with the wireless carriers. Sublicenses shall be subject to the prior written consent of City, which shall not be unreasonable withheld, conditioned or delayed.
5. Execute carrier mutually agreed sub-license agreements.
6. Provide for all ongoing DAS management, operations, maintenance, troubleshooting, equipment upgrades (as provided in applicable agreement and sublicense and act as first point of contact for wireless carrier requests within building.

X. Warranty, Maintenance and Support.

1. Licensee shall continue to maintain the DAS to the satisfaction of the City and wireless carriers at Licensee's cost throughout the term of the Agreement. Minor failure response service for equipment or software failures will include remote diagnosis, if appropriate, and on-site response, if required, within seventy-two (72) hours of notification by wireless carriers.

2. Licensee shall retain sufficient inventory of replacement parts to replace faulty system components in a timely manner throughout the Term of this Agreement. No cost shall be charged to City at any time for repair parts, labor or maintenance of the DAS system or service.

3. City has the right to schedule and require Licensee's participation in system operating and maintenance review meetings, which shall provide a forum for the presentation and discussion of operating and system performance issues. Such meetings shall be conducted at such times as reasonably requested by City and shall be regularly held no more often than once per year, unless system performance circumstances dictate more frequent meetings.

4. All service shall be conducted in accordance with Licensee's Service Level Agreement with the other wireless carrier(s), substantially in the form of the attached Exhibit 6-A, and pursuant to other commercially reasonable standards for testing and maintenance procedures of a DAS facility.

5. Maintenance service will be performed solely by Licensee's certified trained representative(s) or any subcontractors. Further, City reserves the right to approve or reject any Licensee personnel or representatives.

EXHIBIT 6-A

SERVICE LEVEL AGREEMENT

This LICENSOR Service Level Agreement ("SLA") defines the service level requirements between LICENSOR and LICENSEE for the Distributed Antenna System(s) ("DAS") designed, owned, installed, maintained, and operated by LICENSOR in connection with the Agreement to which this Exhibit is attached. This document defines the requirements for performance metrics, reporting, incident management and change management and lists the contact information for the parties.

1. Service Description

- 1.1. *LICENSOR, or its agents acting on behalf of LICENSOR, shall design, build, own/control, operate and maintain the DAS for the Term of the Agreement for the non exclusive use of LICENSEE, subject to the agreement between Owner and LICENSOR.*

2. Definitions

Unless defined elsewhere in the Agreement, all capitalized terms shall have the meanings set forth in Exhibit 5.

Term	Definition
Availability	The percentage resulting from the following calculation: $[1 - (\text{Down Time} / \text{Total Time})] \times 100$. Availability percentages shall be expressed to two decimal points with the second decimal place rounded up or down to the nearest one-hundredth of a percentage point.
Availability Formula Calculation	Availability = $[1 - (\text{Down Time} / \text{Total Time})] \times 100$ (Total Time) = 30 day month = 43,200 minutes (Downtime Example) = 21 minutes $1 - (21/43200) * 100$ $1 - .0005 = 0.9995$ $0.9995 * 100 = 99.95$
Base Transceiver Station ("BTS")	Radio frequency (RF) signal source provided by the LICENSEE
Business Hours	Monday through Friday, 8:00 AM to 5:00 PM Local Time.
DAS	Distributed Antenna System. Comprises all active electronics and passive components which transmit and receive the RF signal, excluding the BTS, and connect signal source to the antenna locations, including associated cabling, connectors, hardware, and powers support systems, excluding commercial power supply.
Down Time	The number of minutes the DAS is not Operational during a calendar month and excludes scheduled downtime.
Emergency Maintenance	Any work that is 'break/fix' activity, to prevent a 'break/fix' activity or prevent a DAS outage. Maintenance required outside the agreed-upon Scheduled Maintenance or necessary within Scheduled Maintenance but not scheduled in advance pursuant to Section 6 of this Exhibit 5. Any downtime due to Emergency Maintenance will not be counted against Availability. Emergency Maintenance will require Director level or higher for approval.
Hours of Operation	24 hours a day, 7 days a week and 365 days a year.
Incident	A loss or degradation of the RF signal/s being transmitted on the DAS, which disrupts the intended communication and performance of the DAS.
Incident Management Process	This facilitates incident management through the notification and escalation processes. This process alerts designated LICENSOR departments of DAS affecting incidents and provides a method by which succeeding levels of technical expertise and related management are engaged in restoration activities.
Owner	Venue "Facility" owner, or owner's agent/representative, acting as Owner

Term	Definition
Operational	The Service or any component thereof is (i) functional and available to its intended end user in full accordance with its documentation and all applicable specifications, and (ii) not experiencing any customer-impacting errors, defects or service-limiting issues.
Resolution	The permanent correction of the error, defect or condition giving rise to the Incident/outage.
Root Cause Analysis	The process of identifying the core events that resulted in failure to meet performance requirements.
Scheduled Down Time	The number of minutes of Down Time incurred during Scheduled Maintenance. Any downtime in excess of allowed minutes as outlined in section 6.1 will be counted against the Availability calculations.
Scheduled Maintenance	The number of minutes of maintenance that is scheduled in advance. Scheduled Down Time shall occur within the Scheduled Maintenance window. Any downtime outside of the maintenance window will be counted against the availability calculations.
Service Impact Report ("SIR")	The severity level assigned to an Incident based on the Incident classifications defined in section 5.5 below. SIR reflects the degree of customer impact resulting from an incident, with an SIR 1 having the greatest impact and a SIR 3 having the least.
Technical Bridge	A teleconference that brings together appropriate technical people and their immediate supervisors and managers to focus on isolating and resolving an Incident.
Executive Bridge	A teleconference used by higher-level managers or executives who need to understand what has occurred, the progress made toward Incident Resolution and whether or not additional resources are needed to resolve the Incident.
Total Time	The total number of minutes in a given calendar month.
Trouble Ticket	A numbered record that documents a significant event or Incident. The tracking document for an Incident or Scheduled Maintenance.
LICENSEE	Carrier who leases access/capacity on the DAS
MTT-R	Defined as the mean time to repair/resolve network related issues. The MTTR metric starts from the time that a technician arrives on-site, and isolates the problem. This metric excludes telecom outages, power, and other events that are out of Licensor's control such as Force Majeure where dispatching a technician is not necessary to resolve such issues. Licensor will not be held accountable for MTTR performance if appropriate access is not granted to Licensor technicians at the time of visit. MTT-R will be averaged over all incidents/problems during the reporting month
DAS Availability	Annual uptime objective is 99.00% measured monthly

3. Performance Requirements

3.1. Monthly Availability Performance Requirement

LICENSOR will ensure network availability by monitoring and maintaining the DAS. The LICENSOR will operate and maintain an environment that will permit LICENSEE to transmit radio frequency ("RF") signal/s.

Service Level Reporting

LICENSEE and LICENSOR agree that in all cases of disputes that arise relating to or during maintenance activities, service restoration shall remain the first priority following safety. Upon request, LICENSOR will produce a quarterly service level report that will contain the following related to the DAS:

- 3.1.1. Availability
- 3.1.2. Minutes of Scheduled Maintenance and any resulting Down Time
- 3.1.3. Minutes of Emergency Maintenance and any resulting Down Time
- 3.1.4. Total Down Time

3.1.5. List of Incidents with date, start time, stop time, network element impacted and root cause

3.2. System Technical Requirements

LICENSOR shall at all times be responsible for the maintenance of the DAS and upkeep in a commercially reasonable manner.

Neither party shall be liable in damages or have the right to terminate this Agreement for any failure or delay in performance if such delay or failure is due to conditions beyond its control, including but not limited to Acts of God, Government restrictions, (including the denial or cancellation of necessary licenses), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

The party experiencing the difficulty shall give the other prompt written notice with full details following the incident of the cause relied upon.

4. SLA Review and Scheduled Meetings

4.1. SLA Review

Upon request of either party, LICENSEE and LICENSOR shall conduct meetings to review the performance of the DAS. LICENSOR will cooperate to schedule these meetings at mutually agreeable times and locations.

4.2. Meetings

Meetings may be held in person, teleconference, or video conference, when deemed appropriate by LICENSEE, and LICENSOR. LICENSEE and LICENSOR will be responsible for providing appropriate performance reports, roadmap for future implementation, growth, modifications for discussion during each meeting.

5. Incident Management

LICENSEE and LICENSOR collaboration and communication is a key to mutual success. All entities responsible for DAS Availability will follow this matrix for Incident communication and Incident Management.

5.1. Monitoring

LICENSOR will monitor all functional components and all network connectivity points related to the DAS 24 hours per day, 7 days per week, and 365 days per year.

5.2. Trouble Tickets and Updates

LICENSEE will coordinate Incident isolation, testing and repair work for all DAS errors, BTS defects or DAS problems, and all third-party system errors, defects or problems that are within LICENSEE's span of control. LICENSEE will proactively inform LICENSOR when an issue or condition arises that may cause potential system anomalies and additional Trouble Tickets.

5.3. LICENSOR Notifications to LICENSEE

LICENSOR may communicate Incidents to LICENSEE by email or telephone at any time. In each case, LICENSOR will open a Trouble Ticket with information to assist in Incident Resolution and will assign an SIR/Priority to the Incident. LICENSEE will generate a single response by email for each Trouble Ticket regardless of Trouble Ticket receipt method acknowledging receipt of trouble ticket. The email response from LICENSEE will include the information supplied by LICENSOR per Example A: Incident Notification or Trouble Ticket.

5.4. LICENSEE Notification to LICENSOR

In the event that LICENSEE identifies an Incident, LICENSEE is responsible for notifying LICENSOR within 30 minutes via phone call to the NOC and a follow up email. LICENSOR shall track Incidents via a common Incident or Trouble Ticket number. LICENSOR shall provide a first response, first update and subsequent updates for each Incident according to time periods described in the table below section 5.6.

5.5. OWNER Notifications to LICENSOR

OWNER may communicate Incidents to LICENSOR by email or telephone at any time. In each case, LICENSOR will open a Trouble Ticket with information to assist in Incident Resolution and will assign an SIR/Priority to the Incident. LICENSOR will generate a single response by email for each Trouble Ticket regardless of Trouble Ticket receipt method. The email response from LICENSOR will include the information supplied by OWNER per Example A: Incident Notification or Trouble Ticket.

5.6. Incident Classifications

In the event of an incident affecting multiple sources, LICENSOR will assign an initial SIR. LICENSOR assigns SIR based

on the table below:

Service Impact Report	Description	Initial Response	Updates	Resolution
SIR 1	This incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • A complete DAS outage • Multiple main hub failures • Power Failures • Interface RF failure • Inter-building fiber failure 	30 minutes	Hourly or as requested	8 Hours
SIR 2	This incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • Service is seriously degraded but LICENSEE can continue its operations via workaround or incremental resource for short period of time • Single main hub failure • Multiple expansion hub failures • Greater than 50% DAS failure rate 	30 minutes	Every 2 hours or as requested	1 day
SIR 3	This incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • Service is lost by small number of users affecting significant business functionality. • A minor degradation of DAS service delivery • Workaround exists or can be developed with a small amount of incremental resources • Trouble Ticket – operational investigations of troubles not impacting service 	60 minutes	Every 4 hours or as requested	2 days

5.7. Technical Bridge

LICENSOR may establish a Technical Bridge for any Incident. LICENSEE shall join the Technical Bridge upon fifteen (15) minutes notice from LICENSOR. The Technical Bridge is used for NOC-to-NOC communication, troubleshooting, triage and escalation. Separate Executive Bridge is established as required to bring management executives from LICENSOR and LICENSEE to discuss the outage and appropriate plan of action.

5.8. Root Cause Analysis

LICENSOR will provide written assessment of the root cause of SIR1 and SIR2 outage incidents. Upon request, LICENSOR will provide a root cause analysis for chronic issues of lower severity. The preliminary assessment is due within 1 business day of Incident closure with the completed RCA within ten (10) business days.

6. Change Management – Maintenance

6.1. Scheduled Maintenance/Scheduled Downtime

LICENSOR will notify LICENSEE by email no less than five (5) business days before a standard Scheduled Maintenance event. Any major Maintenance activity (e.g. Equipment moves, connectivity changes) which requires any change on OWNER's network or requires OWNER support will require eight (8) week notification prior to the start of the work. The Example C: Maintenance Request Worksheet includes the required information to request scheduled maintenance. OWNER accepts the LICENSOR's Maintenance request unless OWNER responds at least 24 hours before the Scheduled Maintenance. LICENSOR will notify LICENSEE via email immediately prior to and after the Scheduled Maintenance is performed, or if Scheduled Maintenance is postponed or cancelled. LICENSEE will be available to join Technical Bridges during Scheduled Maintenance as reasonably requested by LICENSOR.

Licensor will notify LICENSEE of Scheduled Down Time and it will occur during the Scheduled Maintenance window. Scheduled Down Time will not count against Availability.

6.1.1 Maintenance Window

LICENSOR will perform Scheduled Maintenance and Scheduled Down Time from Monday to Sunday between the hours of 12:00 AM and 5:00 AM Network Time. LICENSOR may at times request that LICENSEE close a maintenance window so that LICENSOR can perform maintenance.

6.2. Emergency Maintenance

Should LICENSEE require Emergency Maintenance on their BTS, LICENSEE will contact LICENSOR Operations immediately and follow up with a completed Example C: Maintenance Request Worksheet. Any Down Time resulting from Emergency Maintenance shall NOT be included as Down Time in the Availability calculation and reports.

6.3. Holiday Network Freeze

Except for critical activities, LICENSOR will not conduct any maintenance activities that could impact the DAS services during LICENSOR'S holiday network freeze period, targeted to be the period on or about Thanksgiving until January 15th of the following calendar year.

Additionally, except for critical activities, LICENSOR will not conduct any maintenance activities that could impact DAS during other holiday maintenance freeze periods (e.g. Halloween) or LICENSOR branded campaign maintenance freeze periods (e.g. American Idol text voting shows). LICENSOR will make best effort to notify LICENSEE at least 2 weeks prior to any additional maintenance freeze periods.

7. Contacts and Hours of Operation

The following Contacts information may be updated and republished anytime by either party upon written notice to the other. Changes will not be maintained within this SLA document. Please notify LICENSOR of changes at: _____

LICENSOR	Hours of Operation	Role	Phone/Email
AT&T Mobility Network Reliability Centers Tier 1 and Tier 2	24x7	Incident Management and Emergency Maintenance Tier 1 and Tier 2 Support	Phone: 800-638-2822 Email: > EAST dl-MNRC Surveillance Managers East@att.com > WEST dl-MNRC West Shift Leads@att.com
MNRC Incident Management	8am-5pm CST	Incident Root Cause Analysis, Performance Reports	Email: DL-GNOC Mobility RCA@att.com
MNRC Change Management	8am-5pm CST	Maintenance Notification > MAJOR MAINTENANCE Requires 8 weeks notice. > SCHEDULED MAINTENANCE Requires 5 business days notice.	Submit Maintenance Request Form to the following email address: g05138@att.com Email Subject line must contain the text: "DAS Maintenance Request" If an emergency, call 800-638-2822 and ask for MNRC Area Manager on duty

LICENSEE	Hours of Operation	Role	Phone/Email

8. Escalation Procedures

Escalation procedures are to be used when the normal repair process has deteriorated beyond the levels set forth in the table in section 5.6 herein. Contact assigned Service Executive Team.

8.1.1 The escalation process may be invoked by request at any time by the LICENSEE or LICENSOR. The referring company may make a decision to escalate on a case-by-case basis dependent on the following:

8.1.2 Time of day

8.1.3 Nature of problem

8.1.4 Repeat failure/chronic

8.1.5 Acknowledgment of the incident has not occurred in a timely manner

8.1.6 Unsatisfactory prospects for resolution

9. Performance Standards

LICENSOR's acknowledges that its performance is 'mission critical' for LICENSEE'S operations on the DAS. LICENSOR commits to meeting the following performance standard objectives on the DAS:

Monthly Measure over a Twelve (12) Month Operation:

1. Availability – 99.00%
2. Initial Response- 30-60 minutes (depending upon severity)
3. Mean Time to Resolution – per Table in Section 5.6

10. LICENSORs obligations for performance failure

Performance Improvement Plan

Licensor is expected to achieve Availability of 99.00% during the full term of this Agreement which will be measured monthly and averaged annually and reviewed during Quarterly Business Reviews (QBR). For any of the three Performance Standard objectives that are below standard outlined in Exhibit 5, Licensee will be required to generate a written corrective action plan by the QBR for the measured period, to clear the issues and bring performance to the acceptable score by the next rating period. The plan, which shall be mutually agreed upon, must address LICENSOR's unacceptable performance with a root cause analysis of the problem, the proposed solution, the process modification to prevent reoccurrence, the time frame of the changes and the person(s) responsible for LICENSOR's implementation of the plan. The Performance Improvement Plan will be presented at the QBR or via e-mail prior to the QBR. The concurrence of LICENSOR and LICENSEE shall not be unreasonably withheld or delayed.

EXAMPLE A

The following examples are provided as a template to use for Incident Notification ("Examples A"), Root Cause Analysis ("Examples B") and Maintenance Requests ("Examples C").

When communicating with LICENSOR, please include in the Subject field of the email, one of the following:

1. **Outage** <Initial/Update/Final> and <Vendor name> and <name of service>
2. **Emergency Maintenance** <Vendor name> and <name of service and node>
3. **Planned Maintenance** <Vendor name> and <name of service and node>

Example A: Incident Notification or Trouble Ticket (send to: _____)

1. **Title of Incident**
2. **Brief Description of Incident**
 - a. Should include scope (LICENSOR service impacted)
3. **Start Date and Time**
4. **Information Service Resolution Date and Time**
5. **Duration of Outage**
 - a. Provided at time of restoration
6. **LICENSOR Information Service Impact**
 - a. Impact to LICENSOR End Customer
7. **Partner Ticket Number**
8. **Partner Severity Level**
 - a. Based on quantified Information Service impact
9. **Technical Action Take to Correct Incident**
 - a. Steps taken to restore Information Service
10. **Initial Root Cause**
 - a. Suspect root cause (brief)
 - b. Formal RCA for SIR 1 or chronic issues of lower severity

EXAMPLE B

The following examples are provided as a template to use for Incident Notification ("Examples A"), Root Cause Analysis ("Examples B") and Maintenance Requests ("Examples C").

Example B: Root Cause Analysis (RCA) Worksheet (send to: _____)

1. Executive Summary

- a. Short description
- b. Root Cause statement
- c. Corrective Action

2. Detailed Summary

- a. Outage duration
- b. Date
- c. Start
- d. Events / Timeline
- e. Stop
- f. Information Service Affected (LICENSOR)
- g. Impact Assessment (LICENSOR)
- h. Information Service Impact (customers affected / percentage affected)
- i. Customer Impact (customers affected / percentage affected)
- j. Root Cause
- k. Extenders
- l. Process breakdown
- m. Proactive / reactive problem recognition and analysis
- n. Improvement Action
- o. Resolution
- p. Short term actions and timelines
- q. Long term actions and timelines
- r. Lessons learned

EXAMPLE C

The following examples are provided as a template to use for Incident Notification ("Examples A"), Root Cause Analysis ("Examples B") and Maintenance Requests ("Examples C").

Example C: Maintenance Request Worksheet (send to: _____)

1. **Title of Maintenance**
2. **Brief Description of Maintenance**
 - a. Scope and full description
 - b. LICENSOR service
 - c. LICENSOR Network element that will be effected
3. **Maintenance Start Date & Time**
4. **Maintenance End Date & Time**
5. **LICENSOR Service Impact**
 - a. Impact to customers
 - b. Explanation of Information Service unavailability
6. **Information Service Impact Assessment (within the scheduled window)**
 - a. Duration in minutes
 - b. Estimated start/end time of LICENSOR service impact
7. **Risk Assessment**
8. **Rollback Plan (Description)**
9. **Pre-Implementation Tests Plan (Description)**
10. **Post-Implementation Service Validation Plan (Description)**
11. **Point of Contact**
 - a. Name, telephone numbers
12. **Maintenance Install Team**
13. **Update Schedule**
 - a. Cancellation of Maintenance – as soon as possible
 - b. Start of Maintenance Window
 - c. Notify when Down Time begins
 - d. Notify when Information Service is restored (Down Time ends)
 - e. Notify of Problem
 - f. Maintenance runs outside window

EXHIBIT 7 City Requirements

The Agreement shall be subject to the terms and conditions of this Exhibit 7. In the event of any conflict between the body of the Agreement and the terms of this Exhibit, the terms of this Exhibit shall control.

1. INTERPRETATION

As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party, and the term "Invitees" when used with respect to Licensee shall include the clients, customers, invitees, guests, licensees, assignees or sublicensees of Licensee. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's Director of Property unless otherwise provided in the Agreement, subject to applicable law.

2. WAIVER OF CLAIMS

City shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases City and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the License Area by or from any cause whatsoever including, without limitation, (a) any act or omission of persons occupying adjoining premises or any part of the building adjacent to or connected with the License Area, (b) theft, (c) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (d) stopped, leaking or defective building Systems, (e) building defects, and (f) any other acts, omissions or causes. Nothing in this Section shall relieve City from liability caused solely and directly by the gross negligence or willful misconduct of City or its Agents, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages.

3. TENANT'S INDEMNITY

Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") City including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, and all of its and their Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Licensee, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the License Area; (b) any default by Licensee in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on Licensee's part; (c) the use or occupancy or manner of use or occupancy of the License Area by Licensee, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the License Area; (e) any construction or other work undertaken by Licensee on the License Area whether before or during the Term of this Agreement; or (f) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the License Area or the Property, all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this 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 Licensee by City and continues at all times thereafter. Licensee's obligations under this Section shall survive the termination of this Agreement.

4. HAZARDOUS MATERIALS

4.1 Definitions

As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any present or future federal, state, local or administrative law, rule, regulation, order or requirement relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage), or to health and safety, industrial hygiene or the environment, including, without limitation, soil, air and groundwater conditions.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" ("Investigation" and "Remediation") shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, are being or threaten to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the License Area, or in, on, under or about any other part of the Property or into the environment.

4.2 No Hazardous Materials

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property, or transported to or from the Property. Licensee shall give immediate written notice to City of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management district or any local governmental entity) against Licensee with respect to the presence or Release or suspected presence or Release of Hazardous Material on the License Area, building or Property or the migration thereof from or to other property; (b) all demands or claims made or threatened by any third party against Licensee or the License Area, building or Property relating to any loss or injury resulting from any Hazardous Materials; (c) any Release of Hazardous Material on or about the License Area or any other part of the Property has occurred that may require any Investigation or Remediation; and (d) all matters of which Licensee is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code.

4.3 Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in this Section, or, if any act or omission of Licensee, its Agents or Invitees, results in any Release of Hazardous Material in, on, under or about the License Area or any other part of the Property in violation of any applicable Environmental Laws, then,

without limiting Licensee's Indemnity contained in Section 3 of this Exhibit, Licensee shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the License Area or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the License Area or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Agreement and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties assessed for the violation of any applicable Environmental Laws, and any natural resource damages. Without limiting the foregoing, if Licensee or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the License Area or any other part of the Property, Licensee shall immediately and at no expense to City take any and all appropriate actions to return the License Area or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this 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 Licensee by the City and continues at all times thereafter. Licensee shall afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

4.4 Survival of Obligation

Licensee's obligations under this Section shall survive the expiration or other termination of this Agreement.

5. WAIVER OF SUBROGATION

Notwithstanding anything to the contrary contained herein, Licensee hereby waives any right of recovery against City for any loss or damage sustained Licensee with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of City, to the extent such loss or damage is covered by insurance which is required to be purchased by Licensee under this Agree or is actually covered by insurance obtained Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Property; provided, the failure to obtain any such endorsement shall not affect the above waiver.

6. NO RELOCATION ASSISTANCE

This Agreement creates no right in Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act (California Government Code Section 7260 et seq.), the Uniform Relocation Assistance Act (42 U.S.C. Section 4602 et seq.) as such acts may be amended or revised or under any existing or future law upon any termination of tenancy except as provided in Section 15 (Eminent Domain) hereof.

Licensee fully waives, releases and relinquishes forever any and all claims, demands, rights and causes of action that it may have against the city under any existing or future laws, for any compensation from City not otherwise provided for herein, upon any termination of tenancy hereunder.

7. NON-LIABILITY OF CITY OFFICIALS, EMPLOYEES AND AGENTS

No elective or appointive board, commission, member, officer, employee or other Agent of City shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City under this Agreement.

8. WAGES AND WORKING CONDITIONS

Licensee agrees that any person performing labor in the construction of the Communications Facility and any alterations to the License Area, which Licensee provides under this Agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. Licensee shall include in any contract for construction of such improvements and alterations a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Licensee shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of such work or any alterations to the License Area.

9. NON-DISCRIMINATION IN CITY CONTRACTS AND BENEFITS ORDINANCE

(a) Covenant Not to Discriminate

In the performance of this Agreement, Licensee agrees not to discriminate against any employee, any City employee working with Licensee, or applicant for employment with Licensee, 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) Sublicenses and Other Subcontracts

Licensee shall include in all sublicenses and other subcontracts relating to the License Area a non-discrimination clause applicable to such sublicensee or other subcontractor in substantially the form of subsection (a) above. In addition, Licensee shall incorporate by reference in all sublicenses and other 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 subtenants and other subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits

Licensee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City 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 Agreement, Licensee 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. Licensee hereby represents that prior to execution of this Agreement, (i) Licensee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) 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 lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Licensee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Licensee 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 Agreement may be assessed against Licensee and/or deducted from any payments due Licensee.

10. NO RELOCATION ASSISTANCE; WAIVER OF CLAIMS

Licensee acknowledges that it will not be a displaced person at the time this Agreement is terminated or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Agreement with respect to a Taking.

11. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The City 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 City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

12. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN

The City 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 product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Licensee shall not provide any items to the construction of Communication Facility or any alterations, or otherwise in the performance of this Agreement which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Licensee fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Licensee shall be liable for liquidated damages for each violation in any amount equal to Licensee's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

13. PESTICIDE PROHIBITION

Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to City's Department of Real Estate an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the terms of this Agreement, (ii) describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (iii) identifies, by name, title, address and telephone number,

an individual to act as the Licensee's primary IPM contact person with the City. In addition, Licensee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

Nothing herein shall prevent Licensee, through {insert name of City department overseeing the Agreement}, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 307 thereof.

14. FIRST SOURCE HIRING ORDINANCE

The City has adopted a First Source Hiring Ordinance, San Francisco Administrative Code, Chapter 83, which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry-level positions. Upon request when applicable, Licensee shall enter into a First Source Hiring Agreement that meets the requirements of Section 83.9 of the First Source Hiring Ordinance.

15. SUNSHINE ORDINANCE

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City 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, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

16. CONFLICTS OF INTEREST

Through its execution of this Agreement, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City'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 Licensee becomes aware of any such fact during the term of this Agreement Licensee shall immediately notify the City.

17. CHARTER PROVISIONS

This Agreement is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

18. DRUG-FREE WORKPLACE

Licensee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Licensee agrees that any violation of this prohibition by Licensee, its Agents or assigns shall be deemed a material breach of this Agreement.

19. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

20. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the License Area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

21. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

Unless exempt, Licensee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Licensee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Licensee is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with subsection (a) above.

(c) Licensee's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Licensee if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Licensee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Licensee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Licensee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Licensee based on the Subcontractor's failure to comply, provided that City has first provided Licensee with notice and an opportunity to obtain a cure of the violation.

(e) Licensee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Licensee's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Licensee shall keep itself informed of the current requirements of the HCAO.

(h) Licensee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Licensee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.

(j) City may conduct random audits of Licensee to ascertain its compliance with HCAO. Licensee agrees to cooperate with City when it conducts such audits.

(k) If Licensee is exempt from the HCAO when this Agreement is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000), but Licensee later enters into an agreement or agreements that cause Licensee's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Licensee and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

22. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS

Through its execution of this Agreement, Licensee 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 City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, 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. Licensee 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. Licensee further acknowledges that the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee. Additionally, Licensee acknowledges that Licensee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensee further agrees to provide to City the name of each person, entity or committee described above.

23. Preservative-Treated Wood Containing Arsenic

Licensee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Licensee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of

Environment. This provision does not preclude Licensee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

24. RESOURCE-EFFICIENT CITY BUILDINGS AND PILOT PROJECTS

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

25. ATTORNEYS' FEES

For the purposes of this Agreement, reasonable fees of attorneys of City's Office of the City 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 City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

EXHIBIT 8

Provisions Regarding Self Insurance and Insurance for Construction Activities

Limitation on Right to Self Insure.

Licensee shall be entitled to self-insure for any or all of the coverage required by Section 8(a) and 8(b) of the Agreement; provided that: (i) Licensee's parent company is AT&T, Inc., a Delaware corporation ("AT&T"), (ii) an independent third party administrator manage all claims covered by the self-insurance program, (iii) Licensee or AT&T maintains sufficient capital reserves to fully secure losses, as certified annually by Ernst & Young or any successor auditing company, (iv) Licensee maintains a net worth of at least Seventy-Five Million Dollars (\$75,000,000) at all times during the Term that Licensee is self-insuring any of the coverages listed above, and (v) Licensee acknowledges its continuing defense obligations under Section ___ of the Agreement and complies with laws including the timely making of all necessary government filings. The coverage afforded to City under a self-insurance program shall be substantively similar to the coverage contained in Insurance Services Office policy form CG 00 01 or its equivalent.

This right to self insure is personal to New Cingular Wireless PCS, LLC, a Delaware limited liability company.

At City's written request, Licensee shall provide to City's Risk Manager all documents that City requests that are necessary to permit a complete review and analysis of the self-insurance program.

Supplemental Coverage.

If, as a supplement to Licensee's self-insurance program, Licensee obtains an insurance policy or policies from an insurance company, the provisions of Section 8 of the Agreement shall apply in full to such insurance policy or policies and if Licensee ceases to self-insure Licensee shall give notice thereof to City and shall immediately comply with the provisions of Section 8 of the Agreement relating to the policy of insurance required.

Self Insurance Claims Process.

In the event that Licensee elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Licensee shall:

- (a) undertake the defense of any such claim, including a defense of City if applicable, at Licensee's sole cost and expense, and
- (b) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been paid by the insurer under the circumstances had Licensee purchased the insurance required under Section 8 of the Agreement instead of electing to self-insure.

Construction Activities.

At all times during any period of construction, installation, modification or replacement of Communication Facilities, the following provisions shall apply.

- (i) Licensee shall either require its contractors to maintain the following coverage or obtain City's Risk Manager's prior written approval which shall not be unreasonably withheld for any variation in the following coverage: (a) commercial general liability insurance with limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage (including personal injury and death), and contractor's protective liability; and products and completed operations coverage in an amount of Five Hundred Thousand Dollars (\$500,000) per incident, One Million Dollars (\$1,000,000) in the aggregate; (b) business automobile liability insurance with a limit of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage, providing

coverage at least as broad as the Insurance Service Office (ISO) Business Auto Coverage form covering Automobile Liability, "any auto", and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned; (c) worker's compensation with statutory limits and employer's liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per accident, Five Hundred Thousand Dollars (\$500,000) aggregate disease coverage and One Hundred Thousand Dollars (\$100,000) disease coverage per employee.

(ii) Licensee shall cause Licenses' agents other than Licensee's contractors to carry reasonable and prudent insurance as shall be reasonably approved by City's Risk Manager taking into account the nature and scope of the work and industry custom and practice.

(iii) In addition, Licensee shall carry "Builders' All Risk" insurance on a form reasonable approved by City's Risk Manager, in the amount of one hundred percent (100%) of the completed value of all new construction, insuring all new construction, including all materials and equipment incorporated in, on or about the License Area, and in transit or storage off-site, that are or will be part of the permanent improvements, against "all risk" and "special form" hazards. Licensee may self-insure this coverage by providing City a letter stating that it is self-insuring this coverage with a program that meets the criteria in this subsection.

(iv) Licensee shall either require all providers of professional services, including architectural, design, engineering, geotechnical, and environmental professionals under contract with Licensee for any improvements or any alterations to maintain professional liability (errors or omissions) insurance, with limits not less than One Million Dollars (\$1,000,000) each claim and aggregate, with respect to all professional services provided to Licensee therefor or obtain City's Risk Manager's prior written approval which shall not be unreasonably withheld for any variation in the required coverage.

Other Coverage.

Licensee shall matting such other insurance of different coverage amounts as is required by law or as is generally required by commercial owners of building similar in size, character, age and location as the PSB Project, as may change from time to time, or as may be required by the City's Risk Manager.

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

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

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: New Cingular Wireless, PCS, 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 and CEO: Stephenson Randall, President and CEO: Ralph De La Vega, CEO, AT&T Business Solutions: Andrew Geisse, CFO and Sr. Executive Vice-President: John J. Stephens While the Parent Company, AT&T, sponsors political action committees at the federal and state level, New Cingular Wireless PCS, LCC does not.	
Contractor address: Network real estate administration: 1255 Cingular Way, Suite 1300, Alpharetta, GA 30004	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: No cost to City, potential return of capital (\$1,500,000) to Contractor from sublicensing.
Describe the nature of the contract that was approved: License Agreement for 1351 Third Street.	
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 <i>(Please print clearly.)</i>	
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