



AT&T MOBILITY NATIONAL ACCOUNTS LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie A. Begue, do hereby certify that I am a duly elected and qualified Assistant Secretary of AT&T Mobility Corporation the Manager of AT&T Mobility National Accounts LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."

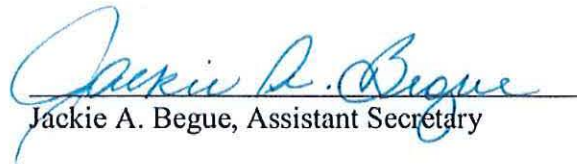
AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.

3. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

4. Jack A. Wildermuth, Senior Solutions Architect, is authorized and empowered under the Schedule and by the Manager to execute and deliver in the name of and on behalf of the Company that certain City and County of San Francisco License Agreement (San Francisco General Hospital, Building 25, San Francisco) by and between City and County of San Francisco and the Company.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 16th day of November, 2017.


Jackie A. Begue, Assistant Secretary

**CITY AND COUNTY OF SAN FRANCISCO
LICENSE AGREEMENT**

(San Francisco General Hospital, Building 25, San Francisco)

This LICENSE AGREEMENT (this "License" or "Agreement"), dated for reference purposes only as of November 17, 2017, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Licensor") and AT&T MOBILITY NATIONAL ACCOUNTS, LLC, ("Licensee" or "AT&T"). The Licensor and Licensee are at times referred to hereinafter collectively as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, Licensor owns certain real property located at 1001 Potrero Avenue in San Francisco, California, on which is situated the campus of the San Francisco General Hospital, including Building 25, a recently constructed hospital and trauma center; and

WHEREAS, Licensor has installed, constructed and will maintain in Building 25 a Distributed Antenna System ("DAS") to provide better paging and cell coverage within Building 25 and to connect service providers to clinicians, clients, and patients; and

WHEREAS, Licensor desires Licensee to provide enhanced radio frequency ("RF") coverage from the Network in Building 25; and

WHEREAS, Licensor will be providing power, cooling and rack hosting plus cross connects to monitoring systems/antennae as required; and

WHEREAS, Licensee desires to participate in the DAS at Building 25 pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, inconsideration of the mutual agreements herein contained, and intending to be legally bound hereby, City and Licensee agree as follows:

1. RECITALS

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. LICENSE

City confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory license to enter upon and use certain space in Building 25, the Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFGH") (the "**Building**"), in the City and County of San Francisco, more particularly described on Exhibit A, attached hereto and incorporated herein, together with non-exclusive access and utility easements, including portions of the Building consisting of (a) space for the AT&T Base Station ("**BTS**") to be located in Building 25, MPOE BB1111, Room HB380 (shown on Exhibit A), (b) rack space consisting of one (1) 19" rack(s) (208 Volts,/100 amps each), unless otherwise agreed to by the Parties, in MPOE BB1111/HB380, (c) City will provide access to electrical service in coordination with ZSFGH Facilities Department and Licensee shall deliver electrical service in coordination with ZSFGH facilities (as shown on Exhibit A), (d) DPH Network/CCSF Radio Engineers at ZSFGH will provide Licensee with access to existing installed SPECTRACOM NTP GPS Based Clock Ethernet port, and (e) the placement and use of wiring and conduits as shown on Exhibit A (collectively the "**Premises**").

This Agreement gives Licensee a license only, and notwithstanding anything to the contrary herein, this License does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises or Building, or any portion thereof.

3. CO-LOCATION OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES

3.1 Prohibition on Co-location Without City's Consent

Co-location of facilities and equipment is prohibited except with the express written approval of City. A "co-located telecommunication facility or equipment" means a telecommunication facility or equipment comprised of one or more racks, antennas, dishes, or similar devices owned or used by more than one public or private entity that is not controlled by or under common control with Licensee. The term "control" in the foregoing sentence shall mean (a) as to a corporation, the ownership of stock having the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding, and (b) as to partnerships and other forms of business associations, ownership of more than fifty percent (50%) of the beneficial interest and voting control of such association.

3.2 Required Co-location

Notwithstanding the foregoing, Licensee is on notice that City may request Licensee to co-locate its facilities and equipment on the Premises with other facilities, equipment or providers.

Licensee shall cooperate and use commercially reasonable efforts to facilitate co-location of future telecommunications facilities and equipment upon the Premises; provided, however, that Licensee shall not be under any such obligation if a proposed co-location causes interference with Licensee's existing System [as defined in Section 4] or use of the Premises. As used in this Agreement, "Interference" means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for Licensee's licensed Affiliates or other carriers. If no such Interference would occur upon installation of a co-locator's equipment as reasonably determined by the Parties, and subject to the mutual agreement of the Parties, then the proposed co-locator in each instance shall, as a condition precedent to any proposed co-location: (i) execute and deliver a co-location agreement prepared in commercially reasonable form by the proposed co-locator that is acceptable to the Parties; (ii) pay all costs arising from or related to the co-location, including but not limited to any and all costs incurred by Licensee to accommodate such co-location; and (iii) reimburse Licensee a commercially reasonable percentage of costs and expenses (including capital expenditures) incurred by Licensee in connection with the development, use, or occupancy of the Premises prior to the co-location.

4. TERM

The Term of this Agreement shall be for five (5) years ("**Initial Term**") and shall commence upon (a) the full execution of this Agreement by the Parties, and (b) City's receipt of Licensee's notice to City in writing that Licensee has obtained all permits and approvals, if any, for Licensee to install "**Licensee's System**" (as defined below in this Section 4) ("**Commencement Date**") and shall be automatically extended for one (1) year periods under the same terms and conditions unless either Party gives the other Party notice of its intention not to renew the Agreement at least ninety (90) days prior to the end of the then current Term. As used in this Agreement, City's "Distributed Antenna System ("**DAS**" or "**System**") shall mean an in-building antenna system, which distributes RF coverage through Building 25, supporting a

broad range of wireless services, applications and technologies, operating within the System's specified frequency range; "**Licensee's System**" shall mean a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), any related transmission facilities and any related equipment and cabling that is or will be installed by or for Licensee on the Premises or in or around the Building, enabling Licensee to join the DAS, to enable enhanced RF coverage from the Licensee's Network. Licensee's System works in conjunction with the City's DAS, but Licensee is not responsible for any aspect of the City's DAS.

5. FEES

In consideration of the benefits flowing to each party under this Agreement, for every month of a Term that Licensee is participating in the DAS, all fees, utility charges, and rent (Base Rent shall be \$5,000 per month, \$60,000 per year, with annual adjustment of 3% on anniversary of commencement of License for Term) shall be waived by the City. If and when Building 25 ceases to be used as Zuckerberg San Francisco General Hospital and Trauma Center, this License shall automatically terminate and Licensee shall remove its equipment pursuant to Section 24 (Surrender of Premises) and Section 26.10 (Holding Over). If Licensee ceases to participate in the DAS but does not vacate the Premises, Licensee shall pay all fees, utilities and rent.

If Licensee is required by City to remove its equipment before the end of the Initial Term, City shall reimburse Licensee for the actual cost to remove its equipment upon submission of an itemized invoice; provided, however, that if City's request is for cause in accordance with this Agreement or if Building 25 ceases to be used as Zuckerberg San Francisco General Hospital and Trauma Center, City will not be responsible for the equipment removal costs.

6. USE

6.1 Permitted Use

Licensee shall use the Premises during the Term of this License for the sole purpose of participating in the Building's DAS, which includes installing, maintaining, repairing and operating a customized in-building radio telecommunications system comprised of one or more Base Station(s) and any related transmission facilities to enable enhanced RF coverage from the Licensee's "**Network**" (the AT&T infrastructure used to provide wireless radio telecommunications services on the "**Frequencies**" (the frequencies for which an AT&T Affiliate holds a license from the Federal Communications Commission for use in providing Licensee's System)) and for no other use.

Licensee shall not interfere with the use and operation of the Building as a hospital and trauma center.

6.2 Monitoring.

Due to Licensee's ownership rights and FCC requirements, Licensee has the right to monitor the operation of Licensee's System twenty-four hours per day, seven days per week, in order to determine its system performance and to ensure that City and/or another similar system does not cause Interference to other Licensee customers or their users, the Network, transmission facilities or other equipment. Licensee will determine the cause of such Interference, and may, at its option, disable or shut down Licensee's System until Licensee is able to determine and eliminate the cause of the Interference. In the event Licensee intends to exercise its option to disable or shut down Licensee's System, then Licensee will provide City reasonable notice of the related processes.

6.3 No Illegal Uses or Nuisances

Without limiting the foregoing, Licensee shall not use or occupy any of the Premises, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy, or hazardous use. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its activities within the Premises. Licensee shall not advertise in any manner in areas outside the Premises or on or about the Building; provided, however that Licensee may place one identification plate/tag on each rack, antenna, or other equipment, which plate/tag shall be no larger than two inches (2") by two inches (2") and shall be reasonably approved in advance by City, in order to identify Licensee's Equipment as belonging to Licensee.

7. INSTALLATION OF LICENSEE'S SYSTEM

7.1 Installation

City will, and has, obtained, prior to installation and at no cost to Licensee, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to operate the DAS on the Premises. City will also pay, if applicable, any OSHPD related charges. For clarification, Licensee will obtain, at no additional cost to City, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of Licensee's System ("**Regulatory Approvals**"). Further, Licensee shall commence to install Licensee's System consisting of Licensee's Equipment set forth and described on Exhibit A-1 only after Licensee has obtained all Regulatory Approvals, if any, and written notice given to City.

Connectivity. City understands and agrees that Licensee's System includes a Base Station, and the Base Station requires connectivity to Licensee's Network via telephone company transport facilities, and Licensee will provide such connectivity at Licensee's expense.

Licensee shall not alter, replace, modify, or add to any of Licensee's Equipment without City's prior written consent; provided, however, that Licensee may perform maintenance, repairs, like-for-like exchanges or similar replacements of Licensee's Equipment and may make modifications within the interior of any of Licensee's Equipment without prior approval of City so long as the like-for-like exchanges or similar replacements of Licensee's Equipment are substantially similar in size and weight to the previous Licensee Equipment, do not pose any greater danger to the Building than the Licensee's Equipment to be so exchanged or replaced, will comply with Section 12.3 (Floor Load), and Licensee obtains all regulatory approvals required for such exchanges, replacements, or modifications. If Licensee wishes to make any exchange or replacement of Licensee's Equipment within the Premises that requires City's prior written consent, City will not unreasonably withhold, condition or delay its approval; provided, however, that City shall have the right to condition its approval of such requested exchange or replacement on the commencement of the payment of Rent if such requested exchange or replacement results in Licensee realizing additional revenues (excluding revenues that Licensee may receive as a result of increased usage of Licensee's System as a result of improved service/coverage in Building 25 associated with the requested exchange or replacement), charging higher fees to its customers (unless such higher fees to its customers are solely used to pay for Licensee's additional cost in making such requested exchange or replacement), or increased service and coverage outside of Building 25. Licensee acknowledges that City shall have the sole discretion in deciding whether to approve to any proposed addition to the Licensee's Equipment within the Premises or any proposed exchange or replacement of Licensee's Equipment that would result in any expansion of the Premises, including the right to condition such approval on payment of Rent.

7.2 Air-conditioning and Fire Suppression

Licensee shall have the right (but not the obligation) to install and maintain at its own cost and expense a self-contained air-conditioning system and fire protection system on the Premises. Installation of such air-conditioning or fire systems shall be in compliance with Section 7.1 (Installation) and Section 8.1 (Licensee's Alterations). Air-conditioning and fire suppression systems must be approved by facilities engineering and may require OSHPD inspection and pre-approval (Section 8.1).

7.3 System

(a) The Parties acknowledge and agree that a unique Licensee's System will be required for the Premises. Additional Systems may be added to the Premises by Licensee upon mutual agreement between the Parties and an amendment to this License, which may have to be approved by the Mayor and Board of Supervisors. Unless otherwise agreed, all terms and conditions of this License shall apply to each and all of Licensee's Systems.

(b) Each of Licensee's Systems may include a corresponding design to be mutually agreed upon by the Parties.

(c) Licensee shall install its System, and each future Licensee System, if any, at its sole cost, on the Premises in accordance with the corresponding Licensee System Design.

(d) If Licensee's System does not include a City owned and maintained DAS or Repeater, then Licensee will maintain that System at its own expense. If a Licensee System does include a City owned and maintained DAS or Repeater, then City will maintain any such DAS and/or Repeater at City's expense and Licensee shall maintain the remaining Licensee owned Licensee's System components, as applicable, at Licensee's own and sole cost.

(e) Licensee shall not maintain nor pay for any cabling and distribution systems related to a System damaged by the City.

8. ALTERATIONS

8.1 Licensee's Alterations

Licensee shall not make or permit any alterations to the Building or any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems of the Building (collectively, "**Building Systems**"), except with City's prior written consent in each instance which may be withheld in City's sole discretion. All approved Alterations shall be done at Licensee's sole expense in accordance with plans and specifications approved by City, only by duly licensed and bonded contractors or mechanics, and subject to all other conditions which City may reasonably impose and applicable federal, state and local codes and regulations.

8.2 Title to and Removal of Licensee's Equipment

Title to Licensee's System and Equipment, all permitted improvements or equipment installed at and affixed to the Premises by Licensee and all of Licensee's personal property (collectively, "**Licensee's Property**") shall remain the property of Licensee; provided, however, that any structural improvements to the Building made by Licensee shall become City's property and remain on the Premises. City hereby acknowledges that Licensee may grant to the vendor of the equipment to be installed at and affixed to the Premises a security interest in all equipment

and fixtures owned by Licensee now or hereafter located at or on the Premises; provided no such security interest shall cover any portion of the Premises or the Building or City's property in, on or about the Building and further provided that any removal of such equipment or fixtures by the holder of any such security interest must be in compliance with the provisions of Section 24 (Surrender of Premises). Licensee may at any time, including any time it vacates the Premises (excluding the structural improvements referenced above), remove all of Licensee's Property from the Premises, subject to the provisions of Section 24 (Surrender of Premises). Notwithstanding anything to the contrary in this License, City can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License to require Licensee to remove on the Expiration Date or any earlier termination of this License in accordance with Section 24 (Surrender of Premises) at Licensee's sole expense, all or part of any structural improvements to the Premises or the common areas of the Building made by City or Licensee, which were made in order to provide sufficient support for Licensee's equipment, and any antenna or tower supports, foundations, or base plates.

Ownership. FCC regulations require Licensee to maintain sole control over any transmitting device that operates within Licensee's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) City does not have, and will not acquire through this Agreement any proprietary or ownership rights or interest in Licensee's System or Licensee's Network, and (b) each of Licensee's System, and all Licensee's System's corresponding components, are and will remain the property of Licensee, and (c) Licensee will have the right to remove any Licensee System in its sole discretion at Licensee's expense. Licensee has no proprietary or ownership rights in the Building, Premises or City's facilities, including City-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of the DAS installation.

9. CITY'S ALTERATIONS OF THE BUILDING AND BUILDING SYSTEMS

City reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Building, the Building Systems or the common areas of the Building, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work, City shall make good faith efforts to give Licensee prior notice of such work and shall make reasonable efforts not to disrupt Licensee's normal use of Licensee's Equipment in the Premises. The making of any such alterations, additions, repairs, deletions or improvements shall in no event entitle Licensee to any damages or relieve Licensee of the obligation to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee, provided that Licensee's System as currently configured can still participate in the DAS at the Premises. If City changes the Premises or use of the Premises that interferes with the performance of Licensee's System as currently configured and no reasonable solution can be found, then Licensee may, at its option, disable or shut down the impacted System at any time, and/or remove the System. Licensee is under no obligation to incur any costs to modify its currently configured System to meet the service parameters under this Agreement following disruption in service caused by City's alterations. During the period of any such alterations by City which materially impair Licensee's use of the Premises or disrupt the System, Licensee's operation, maintenance or repair of the System, Licensee shall have the right to bring into the Building and operate a portable generator and other equipment necessary to operate the System, in a mutually acceptable location and on the other terms and conditions provided with respect to such equipment in Section 15 (Damage and Destruction).

10. REPAIRS, MAINTENANCE, AND MODIFICATIONS

10.1 City's Repairs

City shall be responsible for maintenance of the Building and Premises excluding Licensee's System and Equipment. City agrees **(i)** to correct any immediately life-threatening or hazardous condition that affects any portion of the Building necessary for Licensee's use of the Premises, so long as such condition is not the result of damage or destruction discussed in Section 15 (Damage and Destruction), the acts, omissions or negligence of Licensee or its Agents, and such repair is not otherwise the responsibility of Licensee under Section 10.2 (Licensee's Repairs), and **(ii)** to repair any condition caused by City or its Tenants or other Licensees of the Building other than Licensee, which condition materially affects any portion of the Building necessary for Licensee's use of the Premises and is not caused by damage or destruction discussed in Section 15.

10.2 Licensee's Repairs

Licensee shall maintain all parts of Licensee's System and Licensee's Equipment on the Premises, at its sole expense, in good repair and working order and in a clean, safe and sanitary condition. Licensee shall make all repairs, replacements and modifications as necessary and applicable: **(a)** at Licensee's expense and at such time and, when required hereunder, in such manner as reasonably approved by City, **(b)** by duly licensed and bonded contractors or mechanics, **(c)** in a manner and using equipment and materials which will not interfere with or impair City's operations, use or occupation of the Building or the Building Systems, and **(d)** in accordance with any Building Rules and Regulations (as defined in Section 22 (Rules and Regulations)) and all applicable Laws (as defined in Section 13.1 (Compliance with Laws), rules and regulations of governmental authorities having jurisdiction over the Premises.

Licensee hereby waives any right it may have to make repairs at City's expense under Sections 1941 and 1942 of the California Civil Code (Lessor to make dwelling-house fit for its purpose, and Repairs by lessee, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

10.3 System Modifications

Licensee shall make "**Modifications**" (any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any System components) only upon written approval of the City which shall not be unreasonably withheld or delayed. Proposed Modifications shall specify any additional space or power requirements. Modifications shall not interfere with the Frequencies existing at the Building, on the Premises or within the DAS, any other companies' system(s), Licensee's Network, or the network of any other cellular carrier in the Building.

After installation, any City proposed modifications to Licensee's System or request that Licensee relocate Licensee's System will be implemented if approved by Licensee, whose approval will not be unreasonably withheld, at City's sole expense.

10.4 Shut-Downs

In the event Licensee intends to shut-down or disable the System for any length of time, then Licensee shall exercise good faith efforts under the circumstances to provide City and the San Francisco General Hospital with notice at least seventy-two (72) hours prior to any shut-down or disablement via telephone and email as set forth in Section 14.

ZSFGH shall exercise best efforts to maintain UPS at all times, and shall exercise good faith efforts under the circumstances to provide Licensee with notice at least seventy-two (72) hours prior to any shut-down or disablement via telephone and email as set forth in Section 14.

11. LIENS

Licensee shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee. In the event Licensee shall not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Licensee upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that City shall deem proper for the protection of City, the Premises, and the Building, from mechanics' and material supplier's liens. Licensee shall give to City at least fifteen (15) days prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Licensee is responsible hereunder. Licensee shall not create, permit or suffer any other encumbrances affecting any portion of the Premises or the Building except as expressly permitted under this License or without first obtaining the written consent of City, which City may give or withhold in its sole discretion.

12. UTILITIES AND SERVICES

12.1 Utilities and Services

During any month of any Term that Licensee is participating in the DAS, City shall furnish all utilities, a climate controlled environment and services necessary or appropriate for Licensee's use and enjoyment of the Premises, except for telephone company transport facilities for connectivity to the "Network".

As set forth above in Section 5, the charge for utilities provided by the City, in the amount of \$3,708.00 per annum, payable monthly in advance at \$309.00 subject to a three (3%) percent increase annually on the anniversary of commencement of License, is waived during the Term, and yearly thereafter, unless Licensee ceases to participate in the DAS and does not vacate the Premises.

Licensee shall not: (a) connect or use any electrical equipment that exceeds the capacity of the Building electrical system; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be approved in writing in advance by City.

In the event of move or Licensee's System change resulting from a City request or Building alteration, City will provide to Licensee, at no cost to Licensee, any conduit, holes, including without limitation any roof penetrations, wire-ways, wiring, plans, power/utilities and other items reasonably required to allow Licensee to install, repair, maintain, replace, remove, make Modifications to, and/or operate the corresponding System, Furthermore, if necessary, City will ensure the telecom circuit is extended from the demarcation point to the location of the Base Station.

12.2 Mandatory or Voluntary Restrictions

In the event City provides any utilities pursuant to Section 12.1 (Utilities and Services), and any governmental entity promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on City or the Building or any part thereof, relating to the use or conservation of energy or electricity, or in the event City is required or elects to make alterations to any part of the Building in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages or constitute or be construed as a constructive or other eviction of Licensee, provided that Licensee can still operate on the Premises.

12.3 Floor Load

Without the prior written consent of City, which City may give or refuse in City's sole discretion, Licensee shall not place or install in the Premises any machine, equipment, structure or other improvement the weight of which shall exceed the normal loadbearing capacity of the floors or roof of the Building, except as may be shown in the Approved Plans. If City consents to the placement or installation of any such machine or equipment in the Premises, Licensee at its sole expense shall reinforce the floor or roof of the Premises in the area of such placement or installation, pursuant to plans and specifications reasonably approved by City and otherwise in compliance with Section 8.1 (Licensee's Alterations), to the extent necessary to assure that no damage to the Premises or the Building or weakening of any structural supports will be occasioned thereby.

13. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

13.1 Compliance with Laws

Licensee, at Licensee's expense, shall promptly maintain Licensee's System on the Premises and Licensee's Equipment and any other improvements and equipment permitted hereunder, and Licensee's use and operations thereon, in strict compliance with all present and future laws, orders and regulations of federal, state, county and municipal authorities (collectively, "**Laws**") relating to the Premises or the use or occupancy thereof, whether foreseen or unforeseen, ordinary as well as extraordinary.

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

13.2 Licenses and Approvals

See Section 7.1 above.

13.3 Radiofrequency Radiation and Electromagnetic Fields

Without limiting Section 13.1 above, Licensee shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("**RFRs**") or Electromagnetic Fields ("**EMFs**") at the Building, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RFR or EMF

presence or exposure results from Licensee's equipment alone or from the cumulative effect of Licensee's equipment added to all other sources in the Building. When applicable FCC rules require Licensee to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions, including but not limited to the placement of visible signage near the equipment's antenna, Licensee shall have the right to terminate this Lease without penalty upon ninety (90) days' prior written notice to City or City shall grant Licensee the right to post required signage and otherwise comply with the applicable FCC regulations at all locations where Licensee installs the equipment to be installed pursuant to this Agreement. City shall not agree to allow any third party entering into a use agreement after the Commencement Date to cause an increase in RFR or EMF levels in the Building such that the cumulative levels exceed allowable levels. If the cumulative effect of City's use of the Building taken together with Licensee's use hereunder and other Licensee(s) exceeds such standards, Licensee shall have the right to terminate this Lease without penalty upon ninety (90) days' prior written notice to City.

13.4 Compliance with City's Risk Management Requirements

Licensee shall not do anything, or permit anything to be done, in or about the Premises which would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential premises liability by reason of any use or operation being conducted by Licensee in the Premises. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations or requirements of City's Risk Manager.

14. NOTICES

All notices hereunder shall be deemed to have been given or received two (2) days after the date when it shall have been emailed and mailed if sent by first class, certified or overnight mail, or upon the date personal delivery is made. Neither party may give official or binding notice by facsimile. All notices, requests, and demands (collectively, "**Notice**") herein under shall be in writing and shall be given by email and by one of the following: (a) posting with a nationally or regionally recognized next-business day courier service, (b) by personal delivery, or (c) by posting by registered or certified mail, return receipt requested, to the addresses of City and Licensor as follows:

Licensor/City: Department of Public Health
101 Grove Street
San Francisco, CA 94102
Attn: Director of Public Health
Re: AT&T
SFGH – 1001 Potrero Avenue, Building 25

with a copy to: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property
Re: **SFGH, Building 25, DAS AT&T**
Fax No.: (415) 552-9216

and to: Office of the City Attorney
City and County of San Francisco
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Deputy City Attorney

Re: **ZSFGH, Building 25, DAS AT&T**
Fax No.: (415) 554-4755

Department of Public Health Contact: Bill Kim
415-554-2633
bill.kim@sfdph.org

Max Bunuan
Max.bunuan@sfdph.org

Greg Chase
ZSFGH
Director of Facility Services
Greg.chase@sfdph.org
415.206.8521

Licensee: AT&T Corp.
One AT&T Way
Bedminster, New Jersey 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

Fax No.: _____

Licensee Contact Person:

15. DAMAGE OR DESTRUCTION

The Parties recognize that the Premises are a small portion of a building used as, among other things, a hospital and trauma center. In the event of damage to the Premises or the Building by any cause, City shall have no obligation to rebuild or repair. If City, in City's sole and absolute discretion, determines to repair or rebuild, City shall give Licensee written notice of its determination and its good faith estimate of the amount of time to repair or rebuild, within thirty (30) days of the date of such damage or destruction. In such event, this Agreement shall remain in full force and effect.

During the period of any repair or rebuilding provided for hereunder, City shall have the right, at its sole cost, to bring onto the Building (provided sufficient space is available) in a location mutually acceptable to Licensee and City and to operate a portable generator and other equipment in order to provide for continuous service of the DAS and Licensee's System within the Building during such repair/rebuild period.

Licensor will be solely responsible for all costs to repair the DAS and Licensee's System from damage caused by acts or omissions of Licensor, its agents, employees, contractors, or invitees.

City will be solely responsible for all costs to repair the DAS and Licensee's System from damage caused by acts or omissions of City, its agents, employees, contractors, or invitees.

The Parties hereto understand and agree that the provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction, and Licensee and City each hereby waives and releases the provisions of Section 1932, subdivision 2,

and Section 1933, subdivision 4, of the Civil Code of California (When hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

16. EMINENT DOMAIN

16.1 Eminent Domain

If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this License shall terminate as to the part so taken as of the date of taking. If any material part of the Building shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, City shall have the right to terminate this License by written notice to Licensee within thirty (30) days of the date of the taking. In the event of any taking, City shall be entitled to any award which may be paid or made in connection therewith. Licensee shall have no claim against City for the value of any unexpired term of this License, for any relocation costs, or damage to Licensee's business or loss or damage to Licensee's Equipment.

The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of a taking. Licensee and City each hereby waives and releases any right to terminate this License in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and Court order terminating lease, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

16.2 Temporary Takings

Notwithstanding the foregoing, if a taking occurs with respect to all or any portion of the Premises for less than ninety (90) days, this License shall remain unaffected thereby, and Licensee shall continue to perform all of the terms, conditions and covenants of this License.

17. ASSIGNMENT

Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer any part of its license ("**Assignment**"), without City's prior written consent, provided that any such assignment shall be under and subject to this Agreement and Licensee's rights and obligations hereunder. City's consent shall not be unreasonably withheld in each instance, except that Licensee may assign its interest upon written notice to City of an assignment to Licensee's parent company, subsidiary or affiliate, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission.

Licensee may subcontract to an Affiliate or a third party for any installation work to be performed pursuant to this Agreement but will remain financially responsible for the performance of such work. Licensee will notify City of any Affiliates or third parties authorized by Licensee to perform any work under this Agreement, and City will advise such Affiliates and third parties of the rules for accessing the Premises.

18. LICENSEE'S INDEMNITY

Licensee, its agents, employees, contractors and invitees, agree to defend, indemnify and hold harmless City, its officers, employees, agents, and invitees from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Licensee in connection with the use and License provided under this Agreement except those

arising by reason of the sole negligence of the City, its officer, employees and agents.

In the event of concurrent negligence of City, its officers, employees and agents, and Contractor and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

19. INSURANCE

19.1 Licensee's Insurance

(a) Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

(i) Commercial General Liability Insurance of Two Million Dollars (\$2,000,000) each occurrence and in the aggregate, combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

(ii) Worker's Compensation Insurance with Employer's Liability Limits of One Million Dollars (\$1,000,000) each accident/ each disease, per employee/ each disease, policy limits.

(iii) Commercial Automobile Liability Insurance with limit of One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

(b) Required Commercial General Liability, Commercial Automobile Liability Insurance shall:

(i) Include as additional insured the City and County of San Francisco, its officers, agents and employees. Licensors' additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

(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 License, 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 additional insured, and shall afford coverage for 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.

(c) Licensee shall provide the City with thirty (30) days' advance notice for cancellation or non-renewal of any required coverage that is cancelled or not renewed and not replaced. Notice to City shall be mailed to the address(es) for City as set forth in this Agreement, Section 14 (Notices).

(d) 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 three (3) years beyond the expiration or termination of this License, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) On or before the Commencement Date, Licensee shall deliver to City certificates of insurance and additional insured endorsement(s) from insurers on standard ACORD forms, evidencing the coverages required hereunder, or grant the City the right to review relevant policies at a Licensee office in the San Francisco area.

(g) Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's liability under Section 18 (Indemnity), or any other provision of this Lease.

(h) Notwithstanding anything to the contrary in this Lease, City may elect, in City's sole and absolute discretion, to terminate this License if Licensee allows any required insurance coverage to lapse by: (1) providing Licensee written notice of such lapse; and (2) immediately providing written notice of termination if Licensee fails to reinstate the lapsed coverage within three (3) business days of City's notice of such default.

19.2 Licensee's Property

Licensee shall be responsible, at its expense, for loss or damage to Licensee's Property caused by acts or omissions of Licensee or, its agents, employees, contractors, or invitees.

19.3 City's Self Insurance

Licensee acknowledges that City self-insures against casualty, property damage and public liability risks. City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and shall not be required to carry any third party insurance with respect to the Building, the Premises or otherwise.

20. LIMITATION OF CITY'S LIABILITY

20.1 Limitation on City's Liability

City shall not be responsible for or liable to Licensee, and Licensee hereby waives all Claims against City and its Agents and releases City and its Agents from, all Claims for any injury, loss or damage to any person or property in or about the Premises or any License Area created under this License by or from any cause whatsoever (other than to the extent caused by the active negligence or willful misconduct of City and its Agents), including, without limitation, acts or omissions of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Premises or the Building.

20.2 Consequential Damages

City would not be willing to enter into this License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits) arising out of this License, including, without limitation, any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of City or its Agents, and covenants not to sue for such damages City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them.

Licensee would not be willing to enter into this License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of Licensee or its Agents, and City expressly assumes the risk with respect thereto. Accordingly, without limiting any waivers contained in this Agreement and as a material part of the consideration for this Agreement, City fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against Licensee for consequential and incidental damages (including without limitation, lost profits) arising out of this License, including, without limitation, any interference with uses conducted by City pursuant to this License, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of Licensee or its Agents, and covenants not to sue for such damages Licensee, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them.

20.3 No Relocation Assistance

This License 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.

In connection with the releases under Sections 20.1 (Limitation on City's Liability), 21.2 (No Relocation Assistance), Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, anticipated and unanticipated claims. Licensee realizes and

acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this License.

21. ACCESS TO PREMISES

21.1 Licensee's Access to the Premises

(a) City hereby grants to Licensee during the Term of this License and for the limited purposes and subject to the terms and conditions set forth below, a nonexclusive license in and over the following common areas of the Building to the Premises: areas providing physical access by personnel and equipment including ramps, loading docks, walkways, staircases, and ladders; and all the rooms in which Licensee's Equipment is installed as shown on Exhibit A. Use of such areas shall be subject to City's rights under Section 9 (City's Alterations of Building and Building Systems). The license granted to Licensee hereunder is for the sole purpose of installing, maintaining, restoring, replacing, monitoring and operating Licensee's Equipment and the System located within the Premises or the common areas of the Building, including any necessary electrical and telephone conduits, in accordance with the use permitted under this License. Such rights shall include the right of ingress and egress through the Building for access to or from the Premises or Licensee's System and Equipment, provided that Licensee shall notify the ZSFG Director of Facility Services, as designated by City, at least forty-eight (48) hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Licensee's requested access, including without limitation, all Building access procedures/rules as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, security requirements, procedures and protocol, name tag and identification of person's employment with Licensee, sign in and out logs, and calls to Building Engineering. City will provide escorts, *if required*, at the expense of the City and is not included in the AT&T costs. In the event of an emergency, Licensee shall have the right to enter the Premises without notice provided that Licensee shall make reasonable efforts to provide City or City's designated person with notice when feasible in light of the exigent circumstances.

21.2 Emergency Access

In the event of any emergency, as reasonably determined by City, City may, at its sole option and without notice (provided that City shall make reasonable efforts to provide Licensee with notice when feasible in light of the exigent circumstances) enter the Premises and alter or remove Licensee's Property on or about the Premises. City shall have the right to use any and all means City considers appropriate to gain access to any portion of the Premises in an emergency. In such case, City shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property except damage resulting directly and exclusively from the active negligence or willful misconduct of City, its Agents or Invitees and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or any eviction, actual or constructive, of Licensee from the Premises or any portion thereof.

21.3 City's Liability

City shall not be liable in any manner, and Licensee hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except damage resulting directly and exclusively from the active negligence or willful misconduct of City, its Agents or Invitees and not contributed to by the active negligence of the Licensee, its Agents or Invitees.

21.4 Minimize Disruption

City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section 21 in a manner that, to the extent practicable, will minimize any disruption to Licensee's use hereunder.

22. RULES AND REGULATIONS

Upon reasonable advance notice and delivery of a written copy, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions, written which may be established during the Term by City with respect to use of any part of the Building. See **Exhibit B** attached hereto, Building Access Rules.

Notwithstanding the previous paragraph, if City enacts or revises rule, regulation and/or instruction that has a materially adverse impact on Licensee and City does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Licensee, then Licensee may elect to terminate this Agreement on 30 days' notice to City, given not later than 90 days after Licensee first learns of the revision to the at-issue rule, regulation or instruction. In the event of a termination by Licensee under this Section, the Equipment Removal Fees detailed in Section 5 above may apply.

23. SECURITY DEPOSIT

Licensee shall deposit with City the sum of Five Thousand Dollars (\$5,000.00) (the "Security Deposit"), by performance bond. Licensee agrees that City may (but shall not be required to) apply the Security Deposit in whole or in part to remedy any damage to the Premises caused by Licensee, its Agents or Invitees, or any failure of Licensee to perform any other terms, covenants or conditions contained herein (including, but not limited to, the payment of Rent or other sum due hereunder either before or after a default), without waiving any of City's other rights and remedies hereunder or at law or in equity and without any obligation. Licensee waives the provisions of Section 1950.7 of the California Civil Code or any similar law, statute or ordinance now or hereafter in effect and agrees that Landlord may retain any portion of Security Deposit reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Licensee, its Agents or Invitees. Without limiting the foregoing, Licensee understands and agrees that City may apply some or all of the Security Deposit to the payment of future Rent following a Licensee default.

Should City use any portion of the Security Deposit to cure any default by Licensee hereunder, Licensee shall immediately replenish the Security Deposit to the original amount. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Licensee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Licensee under any provision of this Lease.

24. SURRENDER OF PREMISES

Upon the "**Expiration Date**" (the last day of a Term) or upon 90 days' advance written notice for notice other termination of this Lease, Licensee shall peaceably quit and vacate the Premises, leave the Premises in good order and condition, normal wear and tear excepted, free of debris and hazards, after having made the last necessary repair required by Licensee under this Section (and damage caused by casualty or condemnation excepted). Upon the Expiration Date or other termination of this License, Licensee shall remove all of Licensee's System and

Equipment ("Property") as provided in Section 8.2 (Title to and Removal of Licensee Improvements), and repair any damage resulting from the removal. Licensee's obligations under this Section shall survive the Expiration Date or other termination of this License. Any items of Licensee's Property which shall remain in the Premises after the Expiration Date of this License 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.

25. HAZARDOUS MATERIALS

25.1 Definitions

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

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(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" 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, is being or threatens 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 Building, or in, on, under or about the Property or the environment.

25.2 Hazardous Materials in Premises

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, disposed of or Released in, on or about the Premises or any other part of the Property, or transported to or from the Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine cleaning and maintenance of Licensee's Equipment which are customarily used for routine cleaning and maintenance of such equipment and so long as all such materials are handled and used in compliance with Environmental Laws. Licensee shall immediately notify City if and when Licensee learns or has reason to believe there has been any Release of Hazardous Material on or about the Premises or the Building.

To the best of City's knowledge, Building 25 is a suitable and safe working environment. In its normal daily operations at the Building, AT&T does not handle, remove or dispose of

Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment.

25.3 Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in this Section, or if any act, omission or negligence of Licensee or any of its Agents or Invitees results in any contamination of the Premises or any other part of the Property or in a Release of Hazardous Material from, on, about, in, or beneath any part of the Premises or the Property or the violation of any Environmental Law, then in any such event Licensee, on behalf of itself and its successors and assigns, shall Indemnify City, its Agents and Invitees, and their respective successors and assigns, and each of them, from and against any and all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) arising during or after the Term of this Lease relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the active negligence or willful misconduct of City or its Agents. The foregoing Indemnity includes, without limitation, costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the Premises or the Property by Licensee or any of its Agents or Invitees and to restore the Property to its condition prior to Licensee's introduction of such Hazardous Material or the correction of any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties 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. Without limiting the foregoing, if Licensee or any of its Agents or Invitees cause the Release of any Hazardous Material on, about, in, or beneath the Premises or Property, then in any such event Licensee shall, immediately, at no expense to City, take any and all necessary actions to return the Premises or the Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the active negligence of City or its Agents. 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.

26. SPECIAL PROVISIONS

26.1 Licensee's Right to Terminate

In the event Licensee loses any permits or approvals necessary to operate a System and its equipment due to reasons other than its failure to comply with the conditions of the permit and in spite of reasonable efforts by Licensee to maintain its permits, Licensee may terminate this License with ninety (90) days' prior written notice to City.

26.2 City's Protection Against Interference

So long as Licensee is not in default hereunder, after the Commencement Date City shall not grant a lease or license for the Building if such use would materially adversely interfere with Licensee's normal operation of the System. Any such future lease or license of the Building or Premises to a third party that permits the installation of communication equipment shall be conditioned upon such other tenant or licensee not causing measurable interference which materially impairs Licensee's ability to utilize the Premises for its intended purpose.

26.3 Licensee's Protection Against Interference

Licensee will not permit its equipment or use of the Premises to cause interference with or impairment of City's 911 Public Communications Safety System or Citywide 800 MHz Radio System or other communication or computer equipment used by City or any of its Agents or other Licensees on the Property. Licensee will not use the Premises or its equipment located on the Premises in any way which interferes with any existing use of the Building prior to this License or any future use of the Building by City or its successors except as specifically set forth in Section 26.2 (City's Protection Against Interference) (including, without limitation, City's use of the Building as a hospital and trauma center with related radio, telephone and other communications transmission and reception), and such interference shall be deemed a material breach of this License by Licensee, which 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 may cause irreparable injury and, therefore, City shall have the right to bring action to enjoin such interference or to terminate this License immediately upon notice, at City's election. If any change in the nature of City's use of the Building during the Term results in measurable interference which materially impairs Licensee's normal operation of its equipment located on the Premises and, as a result of such interference, it is necessary to alter the Licensee System or Licensee's Equipment located on the Premises, Licensee shall notify City of such interference, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor. Upon receipt of such notice, City shall have the right to terminate this License upon thirty (30) days' prior written notice to Licensee. If City elects not to terminate this License, Licensee may, at its election, either (i) make the Alterations described in such notice, in compliance with Section 8.1 (Licensee's Alterations) of this License, or (ii) terminate this License upon ninety (90) days' prior written notice to City.

27. GENERAL PROVISIONS

27.1 Default

If either Party fails to perform or observe any material term or condition of this Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

If a Party is in default of this Agreement, then the other Party may terminate this Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under this Section 27, it will also have the immediate right to shut down any and all Systems and, during the Initial Term, collect from City any applicable equipment removal costs fees as defined in Section 5 (Fees) above.

27.2 No Implied Waiver

No failure by either party to insist upon the strict performance of any obligation of the other under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach. No express written waiver by either party of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof by either party shall not be deemed to be a waiver of a subsequent default or performance. The consent of City given

in any instance under the terms of this License shall not relieve Licensee of any obligation to secure the consent of City in any other or future instance under the terms of this License.

27.3 Amendments

Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by both Parties hereto.

27.4 Authority

If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

27.5 Interpretation of License

The words "City" "Licensor" and "Licensee" as used herein shall include the plural as well as the singular. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors, subcontractors and representatives of such party, and the term "Invitees" when used with respect to either party shall include the clients, customers, invitees, guests, licensees, assignees of such party. As used herein, the term "Affiliate" of Licensor means any entity that controls, is controlled by, or is under common control with Licensee" The captions preceding the articles and sections of this License have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Lease. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's (Director of Property or other appropriate officer) unless otherwise provided in this License, by City's Charter or City Ordinance.

27.6 Successors and Assigns

The terms, covenants and conditions contained in this License shall bind and inure to the benefit of City and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Building as owner or lessee, including any transfer by operation of law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

27.7 Severability

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

and be enforced to the full extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

27.8 Governing Law

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California and the City's Charter. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

27.9 Entire Agreement

This instrument, including the exhibits hereto, which are made a part of this License, contains the entire agreement between the Parties and all prior written or oral negotiations, understandings and agreements are merged herein. The Parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Both Parties hereby acknowledge that the other Party including the other Party's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by either Party by implication or otherwise unless expressly set forth herein.

27.10 Attorneys' Fee

Omitted by agreement of the Parties.

27.11 Holding Over

Any holding over without City's consent shall constitute a default by Licensee and entitle City to exercise any or all of its remedies as provided herein and under applicable law.

27.12 Time of Essence

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

27.13 Cumulative Remedies

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

27.14 Survival of Indemnities

Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

27.15 Recording

Licensee agrees that it shall not record this License nor any memorandum or short form hereof in the Official Records of the City and County of San Francisco.

27.16 Non-Liability of City Officials, Employees and Agents

No elective or appointive board, commission, member, officer, employee or 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.

27.17 Wages and Working Conditions

To the extent applicable to any installation, construction or improvement work or alterations, if any, any employee performing services for Licensee 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, California. Licensee shall include in any contract for construction of such Licensee 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 Licensee Improvement Work or any Alterations to the Premises.

27.18 Non-Discrimination in City Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate

In the performance of this License, Licensee agrees not to discriminate against any employee of, 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.

Licensee further acknowledges that the Americans with Disabilities Act requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to Section 11.1 (Compliance with Laws) hereof, Licensee acknowledges its obligation to comply with such Act and any other federal, state or local disability rights legislation. Licensee warrants that it will fulfill that obligation. Licensee also warrants that it will not discriminate against disabled persons in the provision of services, benefits or activities.

(b) Contracts and Subcontracts

Licensee shall include in all contracts relating to its use of and System on the Premises a non-discrimination clause applicable to such contractor in substantially the form of Subsection (a) above. In addition, Licensee shall incorporate by reference in all contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all contractors and subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this Subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits

Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by 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 License, 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 License, **(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 a License 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 License 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 License may be assessed against Licensee and/or deducted from any payments due Licensee.

27.19 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 License 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 License 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 License. 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 License 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 SubLicensees, 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 License 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.

27.20 MacBride Principles - Northern Ireland

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms

that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

27.21 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 employees, agents or assigns shall be deemed a material breach of this License.

27.22 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 or tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly provided by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

27.23 Pesticide Prohibition

Licensee agrees not to use any pesticides on or near the Premises or in the Building.

27.24 Prohibition of Tobacco Sales and Advertising

Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. 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 (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

27.25 Preservative-Treated Wood Containing Arsenic

Omitted by agreement of the Parties.

27.26 Conflicts of Interest

Through its execution of this License, 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 License, Licensee shall immediately notify the City.

27.27 Notification of Limitations on Contributions

Through its execution of this License, 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 or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the

individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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 prospective party to the contract; each member of Licensee's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in 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 names of each person, entity or committee described above.

27.28 Sunshine Ordinance

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

27.29 Counterparts

This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

27.30 Cooperative Drafting

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

27.31 Force Majeure.

Neither Party will be liable to the other Party for any failure of performance, where such failure of performance could not have been avoided by the Party's exercise of reasonable care and diligence due to any of the following causes that are beyond that Party's reasonable control: including Acts of God, fire, explosion, vandalism, terrorism, storm, national emergencies declared by the President of the United States of America, insurrections, riots, wars, strikes, supplier failures, breaches by the other Party.

27.32 No Third Party Beneficiaries.

This Agreement is for the benefit of City and Licensee, and does not provide any third party the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

[SIGNATURES ON FOLLOWING PAGE]

City and Licensee have executed this License as of the date first written above.

LICENSEE:

AT&T MOBILITY NATIONAL ACCOUNTS,
LLC

Jack Wildermuth

By: Jack Wildermuth

Its: Senior Contract Manager

By: _____

Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

APPROVED AS TO FORM:

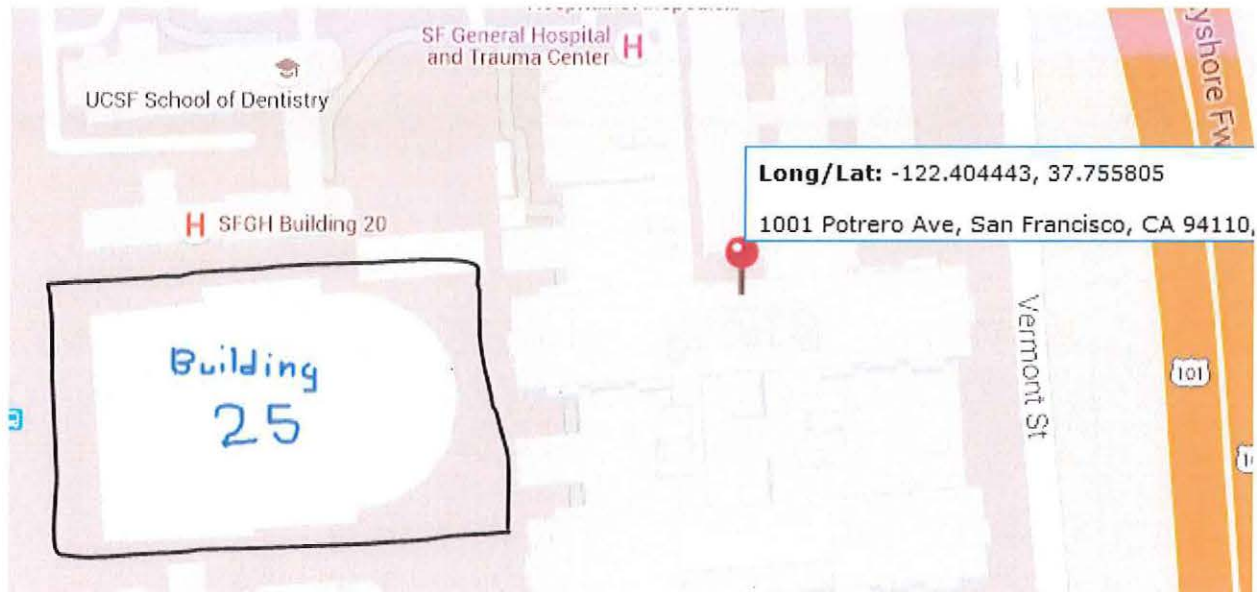
DENNIS J. HERRERA
City Attorney

By: Virginia Dario Elizondo
Virginia Dario Elizondo
Deputy City Attorney

EXHIBIT A

PREMISES

Premises



1001 Potrero Avenue (Building 25) San Francisco CA 94110

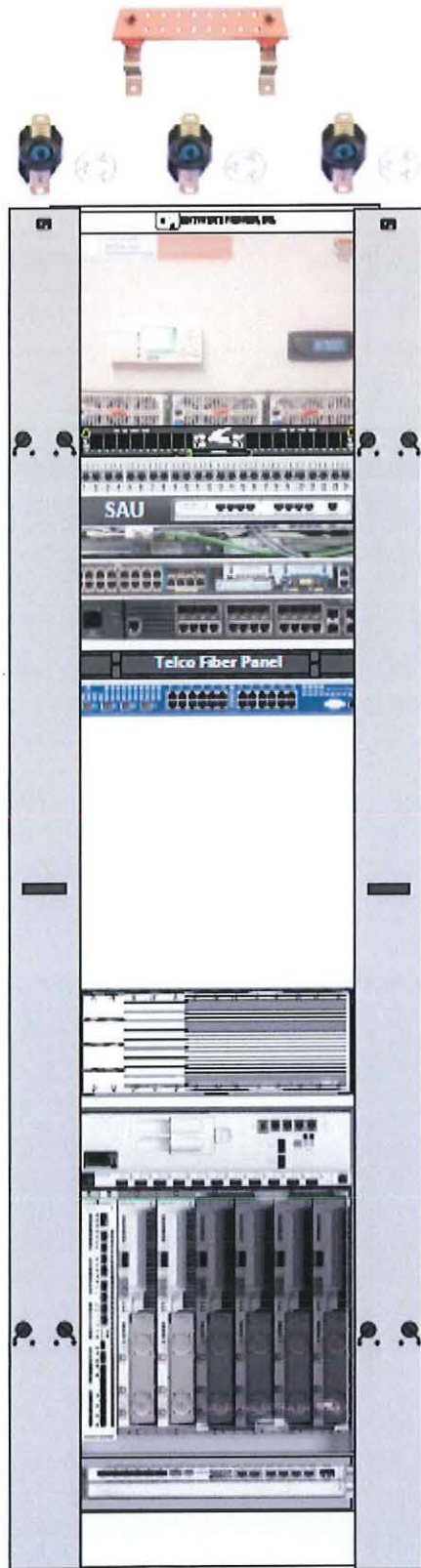
**AT&T Base Station (BTS) to be located in Building 25, MPOE BB111, Room HB380
Customer/Licensor Owned And Maintained (COAM) DAS**

Site ID: CCU1859 / CCL01859. USID: 170259

Building 25: LAT/LONG for BTS: 37.755584 / -122.405747

EXHIBIT A-1

AT&T BASE STATION AND RELATED TRANSMISSION EQUIPMENT



SFGH



Customer to provide AT&T:
(3) 208 Volt, 20 Amp L-6 twist lock receptacles at or near the customer provided AT&T rack. Building ground or main ground bar within the MPOE.

GPS pathway from MPOE to roof top location. Typical (1/2") coax format and 2" roof penetration.

Exhibit B

Zuckerberg San Francisco General Hospital and Trauma Center

Access for Telecommunications Equipment Installation and Maintenance

1. Telecommunication company staff (Vendor) access to ZSFG buildings requires check in at the power plant located off of 22nd St., east of Potrero Ave.
2. No equipment can be added without prior approval from both ZSFG IT and Facilities departments.
3. Vendors must notify Chief Engineer of any known safety concerns prior to obtaining approval of equipment (i.e., transmitting signal hazards).
4. Notice: 48 hour minimum notice to ZSFG Facilities Department is required prior to vendor/consultant/subcontractor access to any ZSFG campus building for standard install, maintenance, removal, replacement and certain Modifications. Repairs for emergencies may reasonably need access sooner than 48 hours.
5. ZSFG reserves the right to secure power to any equipment if deemed necessary.
6. Vendors must carry an official company ID to identify themselves and wear a ZSFG Facilities ID badge to gain access to the building.
7. Vendors will be required to sign a ZSFG campus orientation sheet which informs them of safety protocols.
8. No free parking is provided.