

ANTENNA SITE LICENSE

LICENSOR

MOTOROLA, INC., a Delaware corporation
Network Services Division
1307 East Algonquin Road
Schaumburg, IL 60196

Attn: Customer Response Center
North American Antenna Sites
Phone (888) 888-7760
Fax (888) 889-1236
Federal Tax ID No. 36-111-5800

CITY

Name: CITY AND COUNTY OF SAN FRANCISCO Phone: (415) 554-9850
Attn.: Director of Property
Address: 25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Billing Address: ~~Same as above~~

*Emergency Communications Department
1011 Park Street
San Francisco, CA 94102*

LICENSE SITE

Name: Clay Jones *Attn: Habel Martinez* P & L No.: 02248A
Address: 1250 ^{Jones} Clay Street
City & State: San Francisco, CA Zip: 94109

BASIC LICENSE INFORMATION

Reference No.: TG-3TLM46 Initial Term: Ten (10) years
License Date: 04/24/98 Commencement Date: 02/01/99
Customer No.: 00001 Total Monthly Fee: \$4,825

LICENSE FEE SCHEDULE

<u>Description</u>	<u>Number of Units</u>	<u>Monthly Fee Per Unit</u>	<u>Total Monthly License Fee</u>
No. of Equipment Racks:	9	\$455.55	\$4,100
Antenna Positions: 2@72ft, 1@100ft and 1@60ft	4	\$100.00	\$ 400
Microwave Dish Charge:			
One 2ft dish@\$100	1	\$100.00	\$ 100
One 4ft dish@\$200	1	\$200.00	\$ 200
Other: GPS.W3	1	\$ 25.00	<u>\$ 25</u>
		TOTAL	\$ 4,825

1. **License of Site.** Motorola, Inc. ("**Motorola**") hereby confers upon the City the right to install, operate and maintain certain radio communication equipment, as more particularly described in Exhibits A and B, as well as an emergency back-up generator shown on Exhibit C, at 1250 Jones Street, San Francisco, CA 94109 ("**Site**"). This license is subject to the terms and condition of the Lease Agreement and Addendum To Lease ("**Lease**") between Motorola, as tenant, and Clay-Jones Apartment Owners Association (the "**Association**"), as landlord, a complete copy of which is attached hereto as Exhibit D. The Clay-Jones apartment building shall be referred to as the "**Building**". Motorola shall not amend or modify the Lease in any manner that would reduce City's rights on the Site. Motorola shall provide City advance notice of any amendments or modifications to the Lease ("**Amendments**") and provide City copies of such Amendments. The Amendments shall be incorporated herein as amendments to Exhibit D. The City shall abide by the terms and condition of the Lease. City shall take, at its expense, all measures necessary to render City's equipment inaccessible to unauthorized persons. Motorola shall use best efforts to prevent unauthorized persons from gaining access to the City's equipment.

2. **Master Agreement.** Motorola and City have entered into an agreement, dated September 22, 1997 and known as the Citywide 800 MHz Radio System Project Agreement (the "**Master Agreement**"). Nothing in this License is intended to limit, amend, or modify Motorola's obligations under the Master Agreement except as expressly stated otherwise in this License.

3. **Initial Term, Extension Term.** The initial term of the License shall be a ten (10) year period commencing on the later of December 1, 1998 or the date of completion and acceptance by City of any equipment, work or services required to be performed by Motorola for the Site under the Master Agreement ("**Initial Term**"). In addition to the Initial Term, the City shall have two (2) five-year options to extend the term of this License (each an "**Extended Term**"). The City shall have the right to exercise the option anytime prior to the expiration of the current term by providing written notice to Motorola. The Extended Terms shall be on the same terms and conditions contained in this License. (The "**Initial Term**" and the "**Extended Terms**" shall be collectively referred to herein as "**Term**"). At the end of the Term, this License shall continue on a month-to-month basis, subject to a one hundred eighty day cancellation right by either party.

4. **License Fee.**

(a) **First Five Years of the Initial Term.** During the first five (5) years of the Initial Term, City shall pay a monthly fee in amount of Four Thousand Eight Hundred Twenty Five Dollars (\$4,825) ("**Fee**").

(b) **Second Five Years of the Initial Term.** The Fee shall be increased to Five Thousand Seven Hundred Ninety Dollars (\$5,790) which shall be effective beginning on the fifth (5th) anniversary of this License through the remainder of the Initial Term.

(c) **Extension Options.** At the commencement of the first Extended Term, Year 11, the Fee shall be the lower of Seven Thousand Eight Hundred Sixty Dollars (\$7,860) or ninety percent (90%) of the current Clay Jones site rent for a nine (9) rack, four (4) antenna mount, two (2) microwave dish mount and one (1) GPS antenna mount facility (the "**Facility**") and shall be increased annually by two and one-half percent (2.5%) for Years 12-15. At the commencement of the second Extended Term, Year 16, the Fee shall be the lower of Nine Thousand One

Hundred Twelve Dollars (\$9,112) or ninety percent (90%) of the current Clay Jones site rent for the Facility and shall be increased annually by two and one-half percent (2.5%) for Years 17-20.

(d) **Payment of Fee.** The Fee is payable in arrears on the last day of each month. Should the City fail to pay the Fee when due, Motorola shall send written notice thereof to City. The City's failure to pay such Fee within ninety (90) days of such notice shall be cause for termination of the License by Motorola. If the first day of the Term is not the first day of the month, the Fee payable for the first month shall be a prorata amount based on a 30-day calendar month.

5. **Hold Over Fee.** In the event this License is terminated pursuant to Paragraphs (3), (10), or (25) hereof, and so long as City's equipment remains on the Site (even if it has been disconnected), City shall pay to Motorola a hold-over License fee equal to one hundred percent (100%) of the then-effective Fee, prorated from the effective date of termination to the date the equipment is removed from the Site. Motorola understands and acknowledges that the equipment at the site is part of the City's emergency communication system. Accordingly, Motorola waives its right to remove and store the equipment upon termination of this License without a court order authorizing its removal.

6. **Condition of the Site.** City shall keep the Site and City's equipment in good order and repair. Upon expiration or termination of this License, City shall remove all property from the Site which was placed there by City and shall restore the Site to its original condition as when received, normal wear and tear excepted. Motorola shall be solely responsible for the maintenance of the tower shown on Exhibit B (the "Motorola Tower") and ensuring that it is operated in compliance with all lighting and painting rules and requirements of the FCC and any similar rules and requirements of the Federal Aviation Administration ("FAA") (collectively the "**FCC/FAA Rules**").

7. **Liability.** In connection with the use of the Site under this License, except for its own acts and except as provided in Paragraph (10)(b) below, Motorola shall not be liable to City or to any other person or entity for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, except for intentional tort, personal injury, or death, Motorola's liability under this License shall not exceed Two Million Dollars (\$2,000,000). City shall save, indemnify and hold Motorola harmless from and against any and all loss, cost, damage, expense or liability, occasioned by, growing out of, arising from this License or any act or failure to act by City, its employees, agents, invitees. This Paragraph (7) relates strictly to this License Agreement and does not modify or amend any other agreements Motorola may have with the City.

8. **Electrical Service.** Motorola shall, at its sole expense, provide electrical power to the Site for the City's radio communications equipment and perform any related improvements as required. The electrical service shall be 120/208 Volts AC at 150 Amp, 3 phase. Motorola shall use its best efforts to enter into a written agreement with the Association that is coterminous with this License to allow Motorola to install, at its sole expense, an emergency back-up generator in the location shown on Exhibit C, which location is for general reference purposes only and is not to scale. Once installed by Motorola and accepted by City, City shall become the owner of the generator. The City, at its own expense, shall operate, maintain and ensure that all reasonable efforts will be made to minimize noise and emissions from the generator.

The space for the generator will be provided on a rent free basis provided that the emergency

generator shall have the capability to supply a minimum of 100 KW of back-up power for forty continuous hours to City's equipment and mechanical ventilation system at the Site, and one of the Building's two passenger elevators along with the Building's emergency lighting and one water pressure pump in the event of an electrical power failure (tank size may be limited to less than forty hours by building code requirements).

In the event Motorola is unable to install the emergency generator, Motorola shall use its best efforts to enter into a written agreement with the Association to allow Motorola to install an automatic transfer switch with an electric conduit terminating at a mutually agreed upon location, in order that City may connect a portable generator or an off-site emergency power source. All work related to the purchase and installation of the emergency generator and automatic transfer switch shall be performed by Motorola under the terms of the Master Agreement between the City and County of San Francisco and Motorola, Inc. dated September 22, 1997 and shall not be covered under this License Agreement.

9. **Relocation.** If the Lease is terminated as a result of any default by Motorola and City is required to relocate its radio equipment to another site (the "Relocation Site"), Motorola shall reimburse City for any actual reasonable costs or expenses incurred by City for the relocation and installation of City's equipment and for any improvements to the Relocation Site to meet the performance specifications of the Master Agreement or the requirements of any law. Motorola shall reimburse City the difference between the Fee and any greater consideration City is required to pay under any agreement for the Relocation Site for a term commensurate with the remaining term of this License. Paragraph (7) of this License [Liability] shall not be deemed as limiting Motorola's liability under this Paragraph.

10. **Operation of Equipment.**

(a) City shall install, operate and maintain the City's equipment at the Site in accordance with all applicable laws and regulations. City shall install radio equipment of types and frequencies which would not cause measurable interference with the equipment of Motorola or other users of the Site. In the event the City's equipment causes such interference City shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), City agrees to then immediately cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event City cannot eliminate such interference after using its best efforts to do so, this License shall then terminate without further obligation on either party with respect to such equipment, except for City's obligation to pay all fees owed to Motorola at the time of such termination. Notwithstanding any term or condition in this License, this Paragraph (10) shall not modify any duty, obligation, liability or responsibility of Motorola as contained in the Master Agreement.

(b) After the commencement date stated on the cover sheet (the "**Commencement Date**"), Motorola shall not install or allow any third party to install communication equipment of type and frequency which would cause measurable interference with the City's equipment. In the event that such Motorola or third party equipment causes such interference, Motorola, at its sole cost and expense, shall take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within a reasonable period of time (not to exceed forty-eight (48) hours), Motorola shall immediately cease or cause the third party to cease operation of the equipment causing the interference (except for short tests necessary for the elimination of the interference).

11. **Assignments.**

(a) City hereby represents to Motorola that City may be financing City's equipment and certain improvements at the Site with governmental securities secured by certain lease payments by the City. In connection with the financing, the City will need to assign this License to the City and County of San Francisco Finance Corporation (or similar type entity) and this corporate entity will in turn assign its right to a bond trustee (collectively, "**Financing Assignments**"). To allow City to accomplish the proposed financing, Motorola hereby irrevocably consents to all the Financing Assignments.

(b) In the event of a default of any of the governmental securities issued, in whole or in part, to finance the City's equipment or improvements at the Site, Motorola hereby irrevocably consents to the assignment of the License to any other user of similar sites or equipment provided that the use is not a direct competitor of Motorola in the telecommunications business.

(c) Motorola may assign its rights under this License to any other party provided (i) that Motorola sends written notice of such assignment and the name and address of the assignee to the City and (ii) the successor to Motorola shall recognize this License and shall not disturb the City in its use of the Site for any reason other than one that would entitle Motorola to terminate this License in accordance with the terms hereof. Upon the satisfaction of these conditions, Motorola shall have no further obligation or liability to the City under this License and the City shall pay subsequent monthly license fees and attend to the successor of Motorola. The provisions of this Paragraph (11) shall be self-operative and no further instrument shall be required other than as provided herein.

12. **Insurance.** Motorola acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any third-party comprehensive general liability insurance or other insurance with respect to this License. City assumes the risk of damage to any of City's personal property, except for damage caused by the negligence or willful misconduct of Motorola or its agents.

13. **Liens.** City shall not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished the City in connection with work of any character performed on the Site by or at the direction of the City. In the event that any notice of lien shall be filed or given, City shall, without delay, cause the same to be released or discharged and Motorola shall be completely indemnified by City from and against any losses, damages, costs, expenses, fees, or penalties suffered or incurred by Motorola on account of the filing of such claim or lien. Notwithstanding the foregoing, Motorola acknowledges and accepts that certain liens will be filed against the equipment to be installed at the Site pursuant to the City's financing arrangement with the City of San Francisco Finance Corporation and the bond trustee ("**Financing Entities**").

14. **Notices.** Except as set forth in Paragraph (3) above, any notice or demand required or permitted to be given or made if sent by certified mail in a sealed envelope, postage prepaid, addressed in the case of Motorola to: General Manager, Motorola, Inc., Network Services Division, 1301 East Algonquin Road, Schaumburg, Illinois 60196, and in the case of City, notices shall be sent to the following addresses: (1) City and County of San Francisco Real Estate Department, 25 Van Ness Avenue, Suite 400, San Francisco, California 94102, Attention:

Director of Property, (2) Department of Telecommunications and Information Services, 901 Rankin Street, San Francisco, California 94124, Attention: Fred Weiner, Deputy Director (3) City and County of San Francisco Finance Corporation, c/o Mayor's Office 401 Van Ness Avenue, Room 304, San Francisco, California 94102, Attention: Assistant Secretary, (4) City Attorney's Office, Attention: Robert A. Bryan, 1390 Market Street, 6th Floor, San Francisco, California 94102, and (5) any other person designated in writing by the City. Any such notice or demand shall be deemed to have been given or made three (3) days after the date when it is deposited in the United States mail. Motorola or the City may change their respective notice addresses by providing the other party 24-hour advance written notice of the change.

15. **Waiver.** Failure or delay on the part of Motorola or City to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

16. **Prior Negotiations, Amendment and Benefits.** This License constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this License shall be valid unless made in writing and signed by an officer of Motorola and an authorized agent of the City. The provisions of this License apply to and are binding upon the heirs, successors, executors, administrators and assigns (the latter if permitted) of the parties.

17. **Severability.** If any provision of this License shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein.

18. **City's Access to the Site.** During the Term, City shall have access to the Site twenty-four (24) hours each day for the purpose of constructing or installing, inspecting, maintaining, repairing, restoring, or replacing City's equipment. Motorola hereby grants to City during the Term 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 in which the Site is located: areas providing physical access by personnel and equipment including ramps, loading docks, walkways, staircases, and ladders; and the roof of the building on which City's equipment is installed along with access to the Motorola Tower for emergency repairs of City equipment, which determination shall be at City's sole discretion. The license granted to City under this Paragraph (18) is for the sole purpose of constructing, installing, inspecting, maintaining, repairing, restoring, replacing and operating City's equipment located on the Site or the common areas of the building, including any necessary electrical and telephone conduits, in accordance with the use permitted under this License. In order for City employees, contractors or agents to be granted access to the Site, each such individual must present a picture ID and key to the Site to the on duty security guard as well as log in and out with said guard. The Site has security service 24 hours per day. In the event the security guard is not at the front door, individuals requesting access to the Site should ring the doorbell to alert security. Under no circumstances will City employees, contractors or agents be granted access to the Site unless they are in compliance with the conditions described above or are escorted by a Motorola employee or agent.

19. **Environmental.** City hereby covenants that it shall bring onto the Site no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated byphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) except for fuel required to operate the emergency back-up generator referenced in Paragraph 8 above, or underground storage tanks (collectively, the "Environmental Hazards"). For purposes of this License, the term

"hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*) (CERCLA), and any regulations promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*), and any regulations promulgated pursuant thereto. City agrees to indemnify, save and hold harmless Motorola, its successors and assigns, and their respective present and future officers, directors, employees and agents (collectively, the "indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, reasonable attorney's fees, reasonable consultants' fees and reasonable experts' fees), which Motorola or all or any of the indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (A) any governmental action, order, directive, administrative proceeding or ruling; (B) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (C) cleanup, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or (D) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of an Environmental Hazards existing on or about the Site but only to the extent that any such existence is caused by the activities of City and/or City's officers, directors, employees, agents, invitees or City. This provision shall survive the termination or expiration of this License.

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

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

22. **Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product, virgin redwood or virgin redwood wood product.

23. **Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) In the performance of this License, Motorola covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion,

national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Motorola in any of Motorola's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Motorola.

(b) The City has granted Motorola an exception from the requirements of Chapters 12B and 12C of the City and County of San Francisco Administrative Code for purposes of this License. City and Motorola agree that such exception from the requirements of Chapters 12B and 12C is demonstrated by the completed "Sole Source and Emergency Exception Waiver Request Form" approved by the San Francisco Human Rights Commission and attached hereto as Exhibit F.

24. **Effectiveness of License.** This License shall not be effective until the parties hereto have executed and delivered this License (the "**Effective Date**").

25. **City's Right to Terminate.** In the event City loses its permits necessary to operate its radio transmitting and receiving equipment along with associated other electronic equipment of this Site in spite of reasonable efforts by City to maintain its permits and is thereby unable to use the Site as a communications site or, if as a result of Motorola's action or omission, or as a result of material damage or destruction to the Site that is not caused by City, City is unable to use the Site as intended due to lack of signal strength or due to signal interference, for a period of thirty (30) days' or more, or City reasonably determines that the 800 MHz System has become obsolete, City may terminate this License with sixty (60) days' prior written notice to Motorola.

26. **Arbitration.** Motorola and City will attempt to settle any claim, dispute or controversy arising out of this License through consultation and negotiation in good faith and mutual cooperation. Should the parties fail to reach an agreement within thirty (30) days, either City or Motorola may elect to arbitrate any dispute or controversy arising under this License by providing the other party fifteen (15) days' prior written notice thereof. In the event of any arbitration pursuant to this License, the arbitration shall be conducted in the City and County of San Francisco, California, by three (3) arbitrators. City and Motorola shall each have the right to select one of the arbitrators. Once selected, the two arbitrators shall select a third arbitrator within fifteen (15) days. If the arbitrators cannot agree within such time frame, the parties shall be obligated to select two new arbitrators. Within ten (10) days of the selection of the third arbitrator, the three (3) arbitrators shall establish the rules by which the arbitration shall be conducted. This agreement to arbitrate shall be self-executing. The arbitrators shall have no power to modify or enforce any provisions of this License and their jurisdiction is limited accordingly. The expenses of arbitration shall be borne equally by City and Motorola, provided that each party shall be responsible for the fees and expenses of its own experts, evidence and attorneys. **The arbitration shall be non-binding on both parties.** Except as stated herein, arbitrations shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If mutually acceptable to both parties, the parties may agree to some other form of non-binding alternative dispute resolution procedure.

Motorola and City have executed this License, in triplicate, on the 27th day of December, 1998.

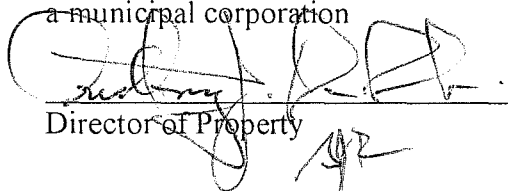
MOTOROLA:

MOTOROLA, INC.,
a Delaware corporation

By: _____
Its: National Antenna Site Administrator
Grant B. Milner 12/27/98
By: GRANT B. MILNER
Its: DIRECTOR OF ANTENNA SITE BUSINESS

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation


Director of Property

RECOMMENDED:



Director
Emergency Communications Department

APPROVED AS TO FORM:

LOUISE H. RENNE,
City Attorney

By: 

Deputy City Attorney

Approved by:
Board of Supervisors Resolution No. 805-97

EXHIBIT A

EQUIPMENT ROOM

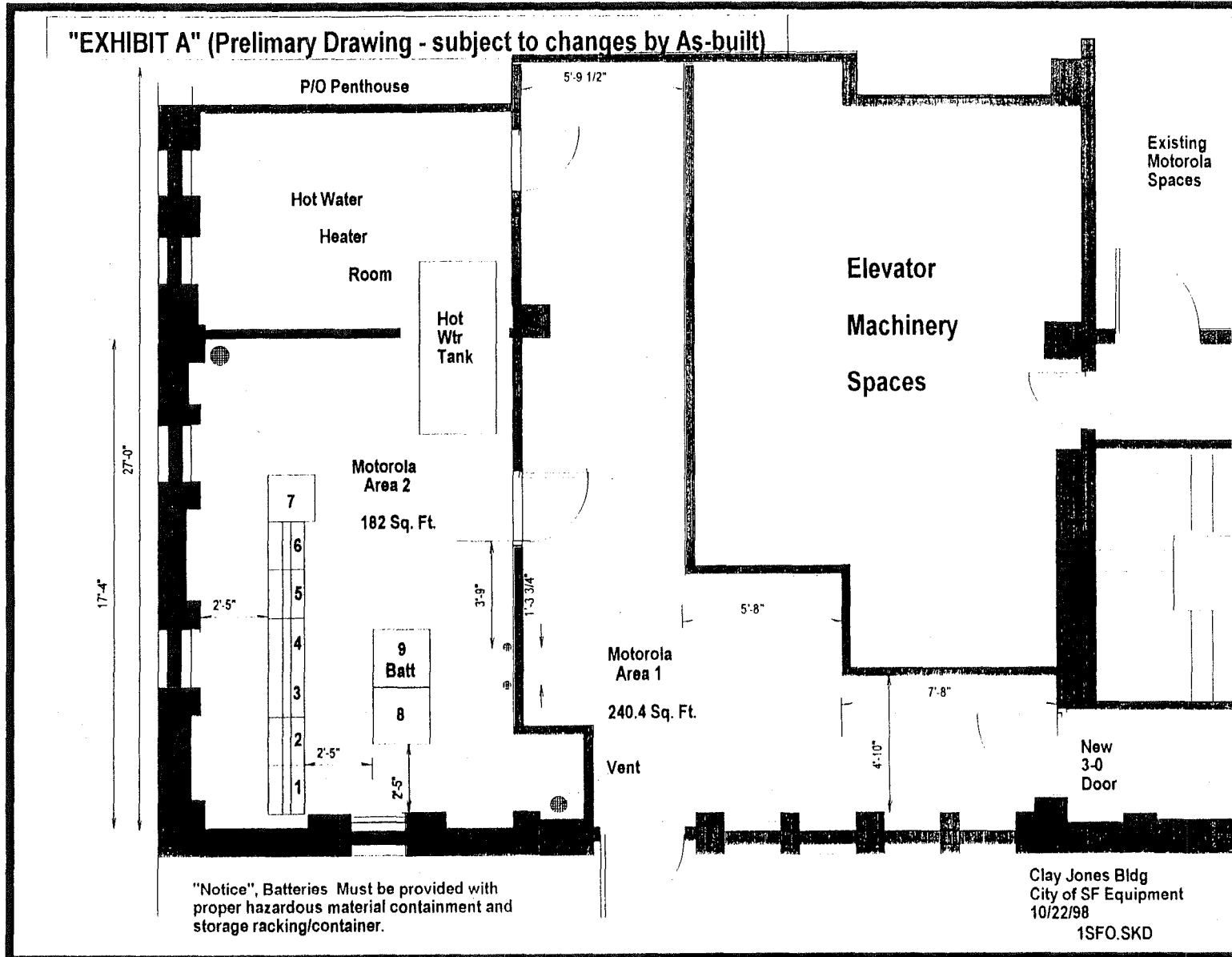
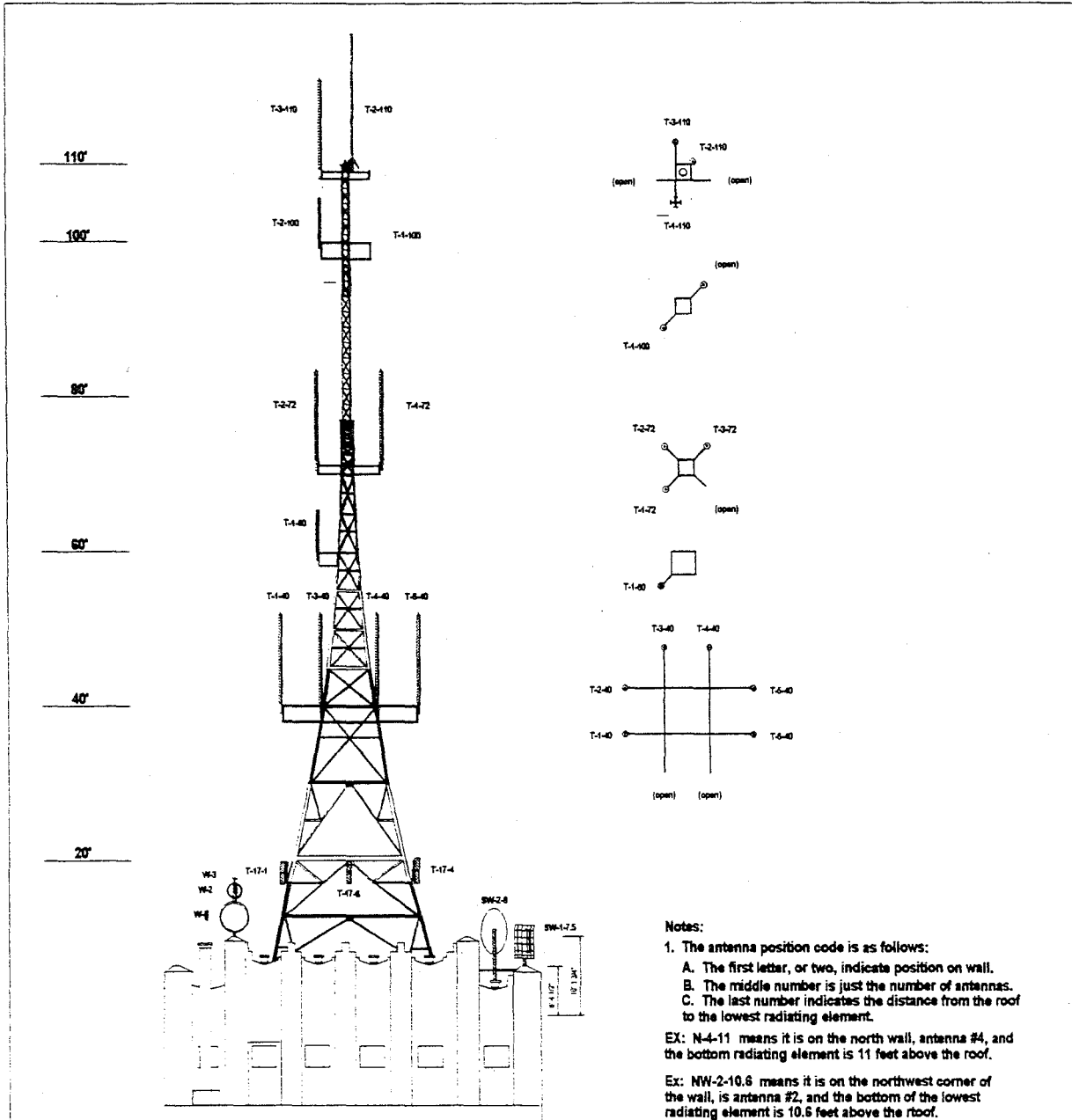


EXHIBIT A

EXHIBIT B

ANTENNA LOCATIONS



Notes:

- The antenna position code is as follows:
 - A. The first letter, or two, indicate position on wall.
 - B. The middle number is just the number of antennas.
 - C. The last number indicates the distance from the roof to the lowest radiating element.

EX: N-4-11 means it is on the north wall, antenna #4, and the bottom radiating element is 11 feet above the roof.

Ex: NW-2-10.6 means it is on the northwest corner of the wall, is antenna #2, and the bottom of the lowest radiating element is 10.6 feet above the roof.

This system is for plotting the site in the EME program and to be changed or added to ONLY by the Site Engineer.

SW-1-7.5 (mfg unk)	KPOO-FM Tx. (180 Wts)	T-3-40	Antel BCD-87010-2.6	861-960 Mc. Tx-3
SW-2-8 (mfg unk)	KRON-TV Tx/Rx 7 Gc.	T-4-40	Antel BCD-87010-2.6	861-960 Mc. Tx-4
W-1 Harris	24 Gc. uwave (west path)(City of SF)	T-6-40	Antel BCD-87010-2.6	861-960 Mc. Tx-6
W-2 Harris	24 Gc. uwave (east path)(City of SF)	T-1-60	DB-806	806-866 Mc. Tx-3(City of SF)
W3 (mfg unk)	GPS Receive (City of SF)	T-1-72	A/S ASPD-977	860-870 Mc. Tx-1(City of SF)
T-17-1 (mfg unk)	Dual Ant. 806-866 Mc. T/R	T-2-72	Antel BCD87010-2.6	901-902 Mc. Diversity Rx
T-17-4 (mfg unk)	Dual Ant. 806-866 Mc. T/R	T-3-72	A/S ASPD-977	860-870 Mc. Tx-2 (SF)
T-17-5 (mfg unk)	Dual Ant. 806-866 Mc. T/R	T-4-72	VHF Celwave 3 DB	FBI Receive
T-1-40 Antel BCD-87010-2.6	861-960 Mc. Tx-1	T-1-100	(open)	
		T-2-100	Decibel DB-806	806-866 Mc. Rx-1(SF)
		T-2-110	Celwave #92-0101	220-226 Mc. Rx-1
		T-3-110	Antel BCD-80010-2.6	806-904 Mc. Rx-1
		T-4-100	(open)	

Cla_SF44.skdl

Motorola

Clay - Jones Site Detail
Roof/Tower View Looking at
West Face of Building

DATE: 03 Nov 98

EXHIBIT B

EXHIBIT C

EMERGENCY BACK-UP GENERATOR

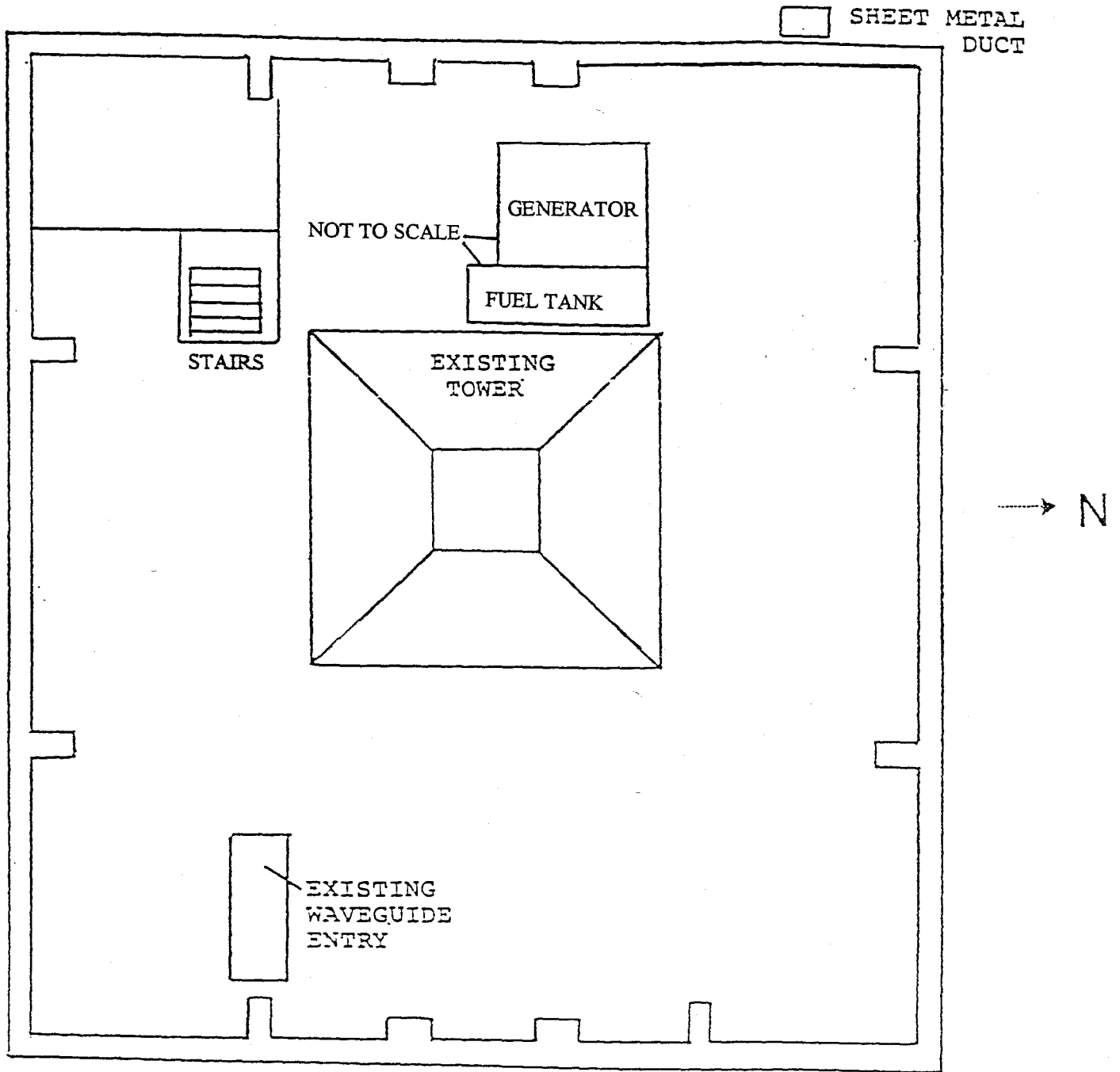


EXHIBIT C

COPY

LEASE

Kece
Signed Copy 11/11/96

This lease agreement (hereinafter referred to as the "Lease") made and entered into as of the 1st day of October 1996, by and between Clay-Jones Apartment Owners Association, a Corporation having an office located at 1250 Jones Street, San Francisco, CA. 94109, (hereinafter referred to as "Landlord") and Motorola Inc., a Delaware Corporation having an office located at 9980 Carroll Canyon Rd., San Diego, CA. 92131, (hereinafter referred to as "Tenant"). This Lease restates and amends the lease by and between Landlord and Tenant dated October 1, 1987.

1. Description of Premises.

Landlord hereby leases to Tenant and Tenant leases from Landlord that certain space within the building known as the Clay-Jones Apartments located at 1250 Jones Street, San Francisco, CA. 94109 (hereinafter called the "Building") on the 20th floor thereof designated on the floor plan attached hereto as Exhibit "A" together with the exclusive use of the antenna tower situated on the roof of the building (hereinafter called the "Premises"). Tenant is granted an easement to run all necessary cables between the area described in Exhibit A and the antenna tower.

2. Use of Site.

The leased premises are to be used solely for the installation, operation, and maintenance of radio transmitting and receiving equipment along with other associated electronic equipment which may be passive and/or active and their mounting structures. As of the date hereof, the leased premises are used for transmitting or receiving in the specific bandwidths, for the purposes indicated opposite each bandwidth and for such of Tenant, subtenant of Tenant or licensee of Tenant as described in Exhibit B attached hereto. Landlord shall be notified in writing of any changes to each specific use, subtenant or licensee described in Exhibit B. All equipment or other property attached to or otherwise brought onto the leased premises shall at all times be personal property and at Motorola's option, may be removed by Motorola at any time during the term or within 30 days following the expiration of this lease. Landlord will not, during the term of this agreement, permit anyone other than Tenant and the subtenants or licensees of Tenant disclosed to Landlord in Exhibit B, or any written modification thereto delivered to Landlord, to utilize the roof or antenna tower for the purpose of radio transmission. Landlord agrees to refer any inquiries received by Landlord relative to such use to Tenant.

3. Access.

Tenant and its subtenants and licensees shall have the unrestricted right, subject to reasonable security procedures instituted by Landlord, to enter or leave the Premises at all reasonable times.

4. Rent.

EXHIBIT D

Kece

5. Tenant's Gross Billed Revenue for the Site.

(a) Gross Revenue is defined herein as all rental or license fees that Motorola is paid by its licensees or subtenants located on the site, excluding all hook up fees, installations and power premiums. Attached hereto as Exhibit C is a statement certified by the Director of Finance of Motorola Inc. setting forth the gross revenue derived by Tenant from its use of the Premises during the calendar year ending December 31, 1995 (the figure set forth therein as Tenant's Gross Billed Revenue for the Site, including the method of billing, allocation and calculation by which it is derived shall, for the calendar year ending December 31, 1995, be referred to herein as "Tenant's Gross Billed Revenue for the Site" for that calendar year). Tenant represents and warrants that Exhibit C is, and that such similar certified annual statements to be presented by Tenant to Landlord as to each subsequent calendar year will be, true and correct statements of the gross income received by Tenant attributable to its ability to use the Premises and that Landlord shall be entitled to rely on the statements made therein in determining the appropriate rent to be paid for the use of the Premises. Landlord understands that the use of the facilities on the Premises may vary and the subtenants and licensees thereof may change through no fault of Tenant. Tenant shall not, however, willfully or negligently make any change in the facilities, subtenants, licensees, methods of charging for the use of the facilities or the billing thereof which would adversely affect the total Gross Billed Revenue for the Site in any subsequent year without consultation with Landlord and agreement with Landlord on a mutually acceptable method of compensation to Landlord for any loss of income to Landlord within the reasonable control of Tenant.

(b) Tenant shall utilize, or cause to be utilized, an accounting system for the Tenant's Gross Billed Revenue for the Site in accordance with its usual and customary practices and in accordance with generally accepted accounting principles consistently applied which will accurately record Tenant's Gross Billed Revenue for the Site and Tenant shall retain for at least three years after presentation to Landlord of Tenant's Certificate thereof, reasonably adequate records conforming to such accounting system showing Tenant's Gross Billed Revenue and the method by which it is allocated to the Site. If any such audit discloses a deficiency in the disclosure of Tenant's Gross Billed Revenue for the Site and, either Tenant agrees with the result of the audit or the matter is otherwise compromised with Landlord, Tenant shall forthwith pay to Landlord the amount of the deficiency in Rent, as finally agreed or determined, together with interest at the rate of ten percent (10%) per annum from the date such payment should have been made to the date of payment thereof. If such deficiency, as agreed upon or compromised as aforesaid, is more than four percent (4%) of the Tenant's Gross Billed Revenue for the Site reported by Tenant for such calendar year, Tenant shall pay the reasonable cost of such audit and examination. If any such audit discloses that Tenant paid more Rent for any calendar year than was due hereunder, and either Landlord agrees with the result of such audit or the matter is otherwise determined, provided no event of default has occurred and is continuing, Landlord shall grant Tenant a credit equal to the amount of such overpayment against Rent next coming due in the amount of such difference, as finally agreed or determined, together with interest at the

rate of ten percent (10%) per annum, which interest shall accrue from the time of payment by Tenant until the date such credit is applied or paid, as the case may be. If such credit cannot be made in its entirety on the next Rent payment date, provided no event of default has occurred and is continuing, Landlord shall pay the unapplied balance of such credit, together with interest as aforesaid from the date of payment by Tenant until the date of payment from Landlord. Any proprietary information obtained by Landlord with respect to Tenant, its subtenants and licensees pursuant to the provisions of this Lease shall be treated as confidential, except that such information may be used, subject to appropriate confidentiality safeguards, in any litigation between the parties and except further that Landlord may disclose such information to its prospective lenders, provided that Landlord shall direct and obtain the agreement of such lenders to keep such information confidential. The obligations of Landlord and Tenant contained in this Section shall survive the expiration or earlier termination of this Lease.

6. Term.

The Initial Term of this Lease shall be for ten (10) years commencing October 1, 1997 and ending on September 30, 2007. After the expiration of the Initial Term, the Lease shall automatically renew for a successive ten (10) year term (the "First Renewal Term") on the same terms and conditions, except as to term, as set forth herein. The Lease shall automatically be extended for a successive ten (10) year term (the "Second Renewal Term") on the same terms and conditions, except as to term, as set forth herein unless either party notifies the other party in writing no less than three hundred sixty (360) days prior to the commencement of the Second Renewal Term.

7. Tenant's Right To Terminate.

If during the term of this Lease: (1) there occurs any "take back" of any radio frequency channels transmitted from or received at the Site; and/or (2) the Site becomes inappropriate for the operation for economic or technological reasons (including, but not limited to signal interference), Tenant shall have the right to terminate this Lease by delivering to Landlord written notice of termination, which termination shall be effective three hundred sixty (360) days after it is deposited into the United States mails (or with a commercial courier) by Tenant.

8. Tenant's Right to Sublet or License.

Subject to the notification requirements contained in Section 2 of this Lease, Tenant reserves the right to enter into any subleases or licenses for the operation of any portion of the business conducted on the Premises. Each sublease or license entered into by Tenant shall be subject to the terms of this Lease. Notwithstanding the foregoing, inasmuch as Landlord is relying on its past experience and the reputation of Tenant, Tenant is prohibited from subletting the entire Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its uncontrolled discretion.

9. Maintenance and Repairs.

Tenant shall perform all repairs necessary to keep its improvements on the Premises and easements or other access to the Premises in good and tenantable condition and to

maintain and repair the antenna tower. Tenant shall keep the roof area in a clean and orderly manner and assure that neither Tenant nor its subtenants or licensees cause any damage to the roof. Landlord shall maintain the Building other than the Premises in good condition and repair.

10. Notices.

All notices shall be effective on the date deposited in the U. S. Mail and shall be sent by certified or registered mail directed to the following addresses:

If to the Landlord: Clay-Jones Apartment Owner's Association
1250 Jones Street
San Francisco, CA 94109
Attn: President

If to the Tenant: Motorola Inc.
9980 Carroll Canyon Road
San Diego, CA 92131
Attn: Area Manager

11. Binding Effect.

The covenants and conditions herein contained shall be construed as running with the land, apply to and bind the heirs, successors, executors, administrators and assigns (if permitted) of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

12. Warranty of Title and Right to Lease.

Landlord is acting as the agent for the membership of the Clay-Jones Apartment Owners' Association in leasing the described portions of the Common Area of the Clay-Jones Apartments. Landlord represents and warrants that it has the authority to enter into this Lease.

13. Severability /Invalidity of Any Clause.

If any portion of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein, provided that if the invalid, illegal or unenforceable provision goes to the heart of this Lease, the Lease is terminated.

14. Entire Agreement.

This Lease constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations and agreements, oral or written, and all other communications between the parties relating to the subject matter of this Lease. It shall supersede the present Lease between the parties entered into as of October 1, 1987.

[Handwritten signature]

15. Subordination.

Tenant hereby agrees that this Lease and all subleases and licenses entered into by Tenant shall automatically be subject and subordinate to any mortgage or trust deed now or hereafter in force against the Building and the land on which it is located and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such mortgage or trust deed provides otherwise, provided, however, that the subordination provided for herein is subject to the condition that the right of Tenant hereunder shall not be cut off or affected by foreclosure of any such mortgage or trust deed so long as Tenant shall not be in default hereunder. Tenant shall at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such mortgage or trust deed (on the condition described above) or to acknowledge that this Lease is superior to such lien, as the case may be.

16. Interference.

Tenant agrees to install radio equipment of types and frequencies which would not cause interference to (a) the quiet enjoyment of occupants of the Building; (b) interference with the reception and operation of radios, television, telephones (including cordless, cellular and PCS), all other consumer and home office electronic equipment which may be in use by the Building's occupants at any time or any other electrical equipment in the Building; or (c) cause the cancellation of any insurance policy covering the Building or any part thereof. In the event Tenant's equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a reasonable length of time, not to exceed five (5) days, Tenant agrees to cease using the equipment which is creating the interference except for short tests necessary for the elimination of the interference. Further, Landlord agrees that should any interference be encountered to Tenant's operation as a result of Landlord's or other parties subsequent installation at this site, said interference shall be eliminated, in a timely manner, without obligation on the part of the Tenant. If such interference cannot be eliminated within a reasonable length of time, the Landlord will require any party within the Building causing the interference to cease using the equipment which is creating the interference except for short tests necessary for the elimination of the interference. If the cause of such interference is outside the Building, Tenant shall take all reasonable steps including, without limitation, consultation with the Federal Communications Commission and the filing of actions for enjoining such interfering transmissions.

17. Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and damage insurance with respect to the Premises, and the business operated by Tenant on the Premises, having limits of public liability of at least Ten Million Dollars (\$10,000,000) per occurrence and having property damage liability of at least Ten Million Dollars (\$10,000,000). Each policy shall name Landlord as an additional insured and include effective waivers by the insurer of all rights of the subrogation against any additional insured or named insured. Such insurance policy or policies shall not be canceled without advance written notice to Landlord. Tenant shall furnish Landlord with

certificates of insurance evidencing the existence of the required coverage. Tenant shall not use the Premises in any way which would cause a violation of the terms of Landlord's insurance policy or cause an increase in the premiums paid by Landlord for its insurance coverage.

18. Damage or Destruction of Premises.

In the event of partial or total destruction of the Premises during said term by fire, the elements, or casualty, Landlord shall forthwith repair the same, provided such repairs can be commenced, in the Landlord's opinion, within ninety (90) days under the laws and regulations of state, county, federal or municipal authorities. In the event repairs cannot be commenced within ninety (90) days, either party shall have the option to terminate this Lease.

19. Alterations.

Tenant will not make any alterations to the structure of the Building without the written consent of the Landlord, which will not be unreasonably withheld.

20. Surrender.

Upon termination or expiration of this Lease, Tenant will surrender the site to Landlord in as good condition as on the commencement of this Lease except for damage due to causes beyond Tenant's control or without its fault or negligence. Specifically, and not by way of limitation, Tenant agrees to avoid or to repair any damage to the roof or other portions of the Building caused by the installation or use of its fixtures and equipment or resulting from the removal thereof. Notwithstanding the foregoing, the condition of the tower and roof following such removal shall be in at least as good condition as at the commencement of this Lease.

21. Utilities.

Tenant shall arrange for and pay for utilities used to conduct its operations as set forth in Section 2 of this Lease.

22. Taxes.

Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any Taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Building and other improvements in which the Premises are located is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the Taxes on any of these items or the Taxes based on the increased assessment of these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the Taxes levied against Landlord. Landlord shall have the right to pay these Taxes regardless of the validity of the levy. Tenant shall also reimburse Landlord, as additional rent, for, and the term Taxes as used herein shall also include, any tax, such as a rent tax or gross receipts tax (no matter how denominated), assessed against Landlord based on the amount of rent received by Landlord from Tenant.

23. Liens.

In the event that any notice of mechanic's liens shall be filed or given as the result of work or materials ordered by Tenant, Tenant shall, without delay, either cause the same to be released or discharged or cause proper proceedings to be instituted to test the validity of the lien claimed. During the pendency of such proceedings, Tenant shall completely indemnify Landlord in manner and form reasonably satisfactory to said Landlord, against any such claim or lien and all costs of such proceedings wherein the validity of such lien is contested by Tenant and during the pendency of said proceedings such lien may continue until disposition of said proceedings, and after disposition thereof, Tenant will cause said lien to be released or discharged.

24. Assignment and Subletting

(a) By Tenant: Tenant shall not assign or sublet any portion of the Premises without Landlord's written consent, which consent shall not be unreasonably delayed or withheld. This provision does not prohibit Tenant without consent from subleasing or licensing others to use the Premises so long as such subleasing and licensing is consistent with and in the ordinary course of the use of the Premises in accordance with Section 2 hereof and Landlord has been provided with appropriate changes to Exhibit B and the Tenant's estimate of the effect of such sublease or license on total Gross Billed Revenue from the Site.

(b) By Landlord: Landlord may assign this Lease but said assignee is responsible and Landlord remains liable to Tenant for the performance of all terms and conditions of this Lease.

25. Laws-Regulations-Permits

Tenant agrees to conform the use Tenant makes of the Premises to all applicable laws, ordinances, and regulations of Federal, State, or Local Authorities in the use, occupation, and repair of the Premises and the improvements and equipment thereon, including the antenna tower.

26. Holdover.

If Tenant should holdover at the end of the term or any extension thereof with the consent of Landlord, such holding over shall create a month-to-month tenancy subject to all the provisions of this Lease except as to rent which shall be twice the rent in effect on the last day of the expired term.

27. Attorney's Fees.

In the event either party shall bring an action at law or in equity to obtain a judicial declaration of rights hereunder or to enforce or otherwise adjudicate the promises and covenants specified herein, the prevailing party in said action shall be entitled, as part of its award by the court, to reasonable attorney's fees in addition to any other elements of the award.

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28. Indemnification

(a) Tenant agrees that it will indemnify and defend Landlord against, and hold Landlord harmless from, (1) any sum imposed for any violation of any law or ordinance occasioned by the neglect of Tenant, its officers, agents, employees, contractors or those holding under Tenant, and (2) any claim, liability, loss or cost arising out of operations of Tenant or any of Tenant's subleases or licensees in the Premises except if such claim, liability, loss or cost arises solely out of the willful act or gross neglect of Landlord, its owners, employees or agents.

(b) Landlord agrees that it will indemnify and defend Tenant against, and hold Tenant harmless from, (1) any sum imposed for any violation of any law or ordinance occasioned by the neglect of Landlord, its owners, employees or agents and (2) any claim, liability, loss or cost arising out of Landlord's operation of the Building apart from the Premises except if such claim, liability, loss or cost arises solely out of the willful act or gross neglect of Tenant, its officers, agents, employees or contractors or of any of Tenant's subleases or licensees or their officers, agents, employees or contractors.

29. Tenant's Default-Tenant's Right to Cure

Upon default of the Tenant, other than the covenants for paying rent in which Tenant is entitled to ten (10) days written notice, the Landlord shall give thirty (30) written notice specifying a default and referring to the part of the Lease relied on by the Landlord as the basis for the default, and Tenant shall proceed with reasonable diligence and in good faith to cure any default specified in such notice. If the default shall be of such nature that it cannot be cured with diligence completely within the thirty (30) day period, the time of Tenant in which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence.

30. Waiver.

No provision may be waived except in writing signed by the party to be charged by such waiver.

31. Amendment.

No revision of this Lease shall be valid unless made in writing and signed by an Area Manager or higher authority of Tenant and an authorized agent of Landlord.

32. Authority

Each party represents that the officers and employees executing this Lease on its behalf have full authority to bind such party; and that such party's entry into this Lease is consistent with and in no way violates its own charter, certificate of incorporation, bylaws and policies on ethics and conflicts of interest.

33. Revenue Maximazation.

Tenant shall operate its business during the term of this Lease with commercially reasonable effort so as to produce the maximum possible Gross Revenue which may be produced by such manner of operation.

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34. No Joint Venture or Partnership.

Nothing in this Lease is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between Landlord and Tenant, nor to grant Tenant any interest in the Premises other than that of Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Motorola Inc.

Clay-Jones Apartment Owners' Association

by [Signature]
Its DIRECTOR-Atlanta Sites
NETWORK SERVICES

by [Signature]
Its President

ADDENDUM TO LEASE

This Addendum to Lease is entered into as of the 1st day of March 1998 by and between **Clay-Jones Apartment Owners' Association**, a California corporation, having its office located at 1250 Jones Street, San Francisco CA 94109 (hereinafter referred to as "Landlord") and **Motorola, Inc.**, a Delaware corporation, having an office located at 9980 Carroll Canyon Road, San Diego CA 92131 (hereinafter referred to as "Tenant") (this Addendum to Lease hereinafter referred to as the "Addendum") which modifies the Lease dated as of the 1st day of October 1996 between Landlord and Tenant (hereinafter referred to as the "Lease")

WHEREAS, Tenant currently leases approximately 367.8 square feet on the 19th floor within, and the antenna site on, the building known as the Clay-Jones Apartments located at 1250 Jones Street, San Francisco Ca 94109 (hereinafter called the "Building") pursuant to the Lease, and

WHEREAS, Tenant desires to obtain additional space for rental within the Building, and

WHEREAS, Landlord has determined that if it replaces and rearranges the elevator machinery and removes and relocates the water tanks on the 19th floor it can make additional space within the building available to Tenant, and

WHEREAS, Tenant has determined that if such replacement and rearrangement is completed that it desires to lease this additional space,

NOW THEREFORE, in consideration of Landlord adding the Addendum Premises to the Premises of the Lease, Landlord and Tenant enter into this Addendum to the Lease as follows:

1. Description of Premises

Conditioned upon the replacement and rearrangement of the elevator machinery and water tanks located thereon, Landlord hereby leases to Tenant and Tenant leases from Landlord in addition to the Premises described in the Lease, that certain additional space within the Building on the 19th floor thereof designated on the floor plan attached hereto as Exhibit A together with access for related RF lines (the additional space together with the RF line access hereinafter referred to as the "Addendum Space"). Tenant is granted an easement to run all necessary cables between the

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Addendum to Lease
Dated as of March 1, 1998
Page 2

Premises described in the Lease (hereinafter referred to as the "Original Space") and the Addendum Space. Landlord retains the right of access through the Addendum Space to reach other parts of Landlord's Premises not included in either the Original Space or the Addendum Space, including access to the roof area adjacent to the Addendum Space and which is not included in the Addendum Space.

2. Amended Description of Premises

The Lease is hereby modified to include, following the Addendum Space Commencement Date (as hereinafter defined), the Addendum Space within the definition of the Premises. Following the Addendum Space Commencement Date, Exhibit A-1 which includes both the Original Space and the Addendum Space shall replace Exhibit A.

3. Amended Rent

Following the Addendum Space Commencement Date, Section 4 of the Lease, at the third line, shall be amended as follows:

4. Amended Term

The term of the lease for the Addendum Space shall commence on such date as Landlord delivers to Tenant its written statement that the Addendum Space is cleared and available for Tenant's use ("Addendum Space Commencement Date") and it shall continue coextensively with the term specified in the Lease, as such Lease Term may be amended or extended by the terms of the Lease.

5. Amended Tenant's Gross Billed Revenue for the Site

Following the Addendum Space Commencement Date, Section 5 of the Lease shall be amended as follows:

a. at line 5 in Subsection (a) following "Premises" add "that it leased".

b. at line 10 in Subsection (a) following "statements" add "adjusted for changes in the area leased".

c. add a new Subsection (c) to read in its entirety as follows: "(c) Site as used herein prior to the Addendum

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Addendum to Lease
Dated as of March 1, 1998
Page 3

Space Commencement Date shall be the space described in Exhibit A. Site as used herein on and after the Addendum Space Commencement Date shall be the space described in Exhibit A-1."

6. Cooperation

Landlord and Tenant agree to cooperate to make the Addendum Space available to Tenant for its use. Landlord shall pay all costs and obtain all permits necessary to make the Addendum Space available to Tenant. Tenant shall pay all costs and obtain all permits necessary for Tenant's use of the Addendum Space once it is made available to Tenant pursuant to this Addendum. Landlord and Tenant acknowledge that there are many uncertainties in the process including regulatory approvals, availability of acceptable financing, and so forth. Landlord and Tenant agree that in the event the Addendum Space cannot be made available as contemplated herein on or before December 31, 1998 then this Addendum shall be canceled and neither party shall have responsibility to the other arising hereunder.

7. Tenant's Right To Terminate

Section 7 of the Lease shall be amended to read in its entirety as follows:

"If during the term of this Lease: (1) there occurs any "takeback" of any radio frequency channels transmitted from or received at the Site; and/or (2) the Site becomes inappropriate for the operation for economic or technological reasons (including but not limited to signal interference), Tenant shall have the right to terminate this Lease by delivering to Landlord written notice of termination, which termination shall be effective three hundred sixty (360) days after it is deposited into the United States mails (or with a commercial courier) by Tenant, provided, however, should Tenant elect to terminate the Lease within three (3) years following the Addendum Space Commencement Date, Tenant agrees to pay Landlord on the date of, and as a condition to, such termination becoming effective, not more than [REDACTED] nor less than that amount which would compensate Landlord for the expenses Landlord incurred (and had not recouped at the date of termination) to provide Tenant the Addendum Space. Both parties agree to negotiate said compensation in good faith and in the spirit of mutual friendship and cooperation."

All other terms and conditions of the Lease are ratified and remain in full force and effect.



Addendum to Lease
Dated as of March 1, 1998
Page 4

In Witness Whereof, the parties have executed this Addendum
as of the date first above written.

Motorola Inc.

By: *[Signature]*
JK BLOCKNER
Its: DIRECTOR

Clay-Jones Apartment Owner's
Association

By: *[Signature]*
Jared R. Nodelman
Its: President

EXHIBIT E

HRC WAIVER

City and County of San Francisco

Human Rights Commission



Willie Lewis Brown, Jr.
Mayor

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marivic S. Bamba
Executive Director

SOLE SOURCE AND EMERGENCY EXCEPTION & WAIVER REQUEST FORM

In addition to submitting the following information, the requesting contract awarding authority should attach additional page(s) explaining the basis upon which the request for exception is being made. (See back page for information on criteria upon which exception will be granted.)

Department: REAL ESTATE Contact Person: JERRY ROMANI
Address: 25 VAN NESS AVE. #400, SF, CA 94102 Phone Number: (415) 554-9876
Dept. Head Signature: [Signature] Date: 2/6/98
Date Exception request submitted: 2/6/98 Type of Contract: LICENSE
Date of Contract: NOT YET DATED Dollar Amount of Contract: \$1.8M
Name of Contractor: MOTOROLA, INC. Ethnicity: N.A. Sex: N.A.
Address of Contractor: 1301 EAST ALGONQUIN RD.
SCHAUMBURG, IL 60196

EXCEPTION FOR PRIME CONTRACT (please check all that apply)

Sole Source: (non-compliance with Chapter 12B: nondiscrimination in benefits)
Sole Source: (is not an MBE or WBE pursuant to Chapter 12D)

Emergency: (Chapter 12B exception)
Emergency: (Chapter 12D exception)

Waived LBE preference for contracts over 5 million dollars:

NOTE: Employment requirements are still in force even if a waiver is granted.

Has waiver for this contract previously been granted or denied? If yes, please give HRC action and dates: NO

HRC ACTION	
12B Waiver Granted: <input checked="" type="checkbox"/>	12D Waiver Granted: <input type="checkbox"/>
12B Waiver Denied: <input type="checkbox"/>	12D Waiver Denied: <input type="checkbox"/>
Reason for Action: <u>Compliance with Chapter 12B.5-1(A)(1)</u>	
HRC Staff: <u>Christine G. Goldstein</u> Date: <u>2/9/98</u>	
Signature of HRC Director: <u>Larry Babin for Marivic S. Bamba</u> Date: <u>2/9/98</u>	



HRC Form 1A



(415)252-2500 • 25 Van Ness Avenue, Ste. 800, San Francisco, CA 94102-6033 • FAX (415)431-5764 • TDD (415)252-2550
Recycled Paper

EXHIBIT E

[CITY-WIDE 800 MHZ RADIO PROJECT AGREEMENTS]
 AUTHORIZING THE DIRECTOR OF PROPERTY TO ENTER INTO SEPARATE LICENSE OR LEASE AGREEMENTS WITH EACH OF AT&T COMMUNICATIONS, INC., THE CALIFORNIA STATE UNIVERSITY, ACTING THROUGH THE SAN FRANCISCO STATE UNIVERSITY, THE CITY OF DALY CITY, MOTOROLA, INC., AND ZML-ONE LIMITED PARTNERSHIP FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT AND TO ENTER INTO A LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF VETERANS AFFAIRS, FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT, WHEREIN THE CITY WOULD AGREE TO RESOLVE ANY CONTRACT DISPUTE UNDER THE FEDERAL CONTRACT DISPUTE ACT AND TO INTERPRET THE TERMS OF THE AGREEMENT UNDER FEDERAL LAW.

WHEREAS, The City is replacing its existing radio communication system with a new 800 MHz trunked radio system (the "800 MHz Project"); and,

WHEREAS, The 800 MHz Project will benefit the City's Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and Parks Department by enabling emergency and non-emergency communication; and,

WHEREAS, The Department of Telecommunications and Information Services has determined that to achieve optimal radio coverage, the City must install radio equipment at several key locations in and around the City; and,

(REAL ESTATE)

WHEREAS, The City has identified the following locations as essential to optimal radio coverage: (a) the building at 99 Moultrie Street, San Francisco, owned by AT&T Communications, Inc. (the "AT&T Building"), (b) the building at 1600 Holloway Street, San Francisco, owned by the California State University (the "S.F. State Building"), (c) the City of Daly City's property commonly known as the Reservoir 2B Water Tank, (d) a portion of the building at 1250 Clay Street, leased to Motorola, Inc. (the "Motorola Building"), (e) the Veterans Affairs Medical Center at 4150 Clement Street, owned by the United States of America, and (f) the building at One Market Plaza, San Francisco, ground leased to ZML-One Limited Partnership (collectively, the "800 MHz Sites"); and,

WHEREAS, The Director of Property is negotiating lease agreements with AT&T Communications, Inc., the California State University, acting through the San Francisco State University, the City of Daly City, and ZML-One Limited Partnership, and is negotiating license agreements with Motorola, Inc., and the United States of America, acting through its Veterans Affairs Department, for the right to use the 800 MHz Sites for City's 800 MHz Project; and,

WHEREAS, The negotiated agreements (the "Agreements") shall be for terms of up to 20 years, with the exception of the agreement with Daly City which shall be for a term of up to 30 years; and,

(REAL ESTATE)

1 WHEREAS, The Director of Property has determined that rent in
2 the amount of Two Hundred Three Thousand Dollars (\$203,000) for
3 premises at the Daly City Reservoir 2B Water Tank over term of the
4 lease is within the acceptable range of fair market rent; and,

5 WHEREAS, The City would construct certain improvements for Daly
6 City's use, at City's expense, at a cost of approximately Two Hundred
7 Three Thousand Dollars (\$203,000) instead of paying rent to Daly
8 City; and,

9 WHEREAS, By countersigned letter dated June 12, 1997, a copy of
10 which is on file with the Clerk in File No. 172-97-53, the
11 City of Daly City, County Government Center, Planning and Zoning
12 Division has found that the 800 MHz Project Site at the Daly City
13 Reservoir 2B Water Tank is exempt from San Mateo County's zoning and
14 building regulations; and,

15 WHEREAS, The Director of Property has determined that rent in
16 the amount of Two Hundred Seventy Thousand Dollars (\$270,000) for
17 premises in the S.F. State Building over the term of the lease is
18 within the acceptable range of fair market rent; and,

19 WHEREAS, For the right to occupy the S.F. State Building, City
20 would pay rent in the amount of Two Hundred Seventy Thousand Dollars
21 (\$270,000) to the San Francisco State University upon commencement of
22 the lease; and,

23 WHEREAS, The Director of Property has determined that monthly
24 rent in the amount of Four Thousand Dollars (\$4,000) for the premises
25

(REAL ESTATE)

BOARD OF SUPERVISORS

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1 at One Market Plaza is within the acceptable range of fair market
2 rent; and,

3 WHEREAS, The Director of Property has determined that annual
4 rent in the amount of Four Thousand Dollars (\$4,000) is within the
5 acceptable range of fair market rent for the premises in the AT&T
6 Building; and,

7 WHEREAS, The Director of Property has determined that a monthly
8 fee in the amount of One Thousand Four Hundred Dollars (\$1,400) for
9 the use of the Veterans Affairs Medical Center is within the
10 acceptable range of a fair license fee; and,

11 WHEREAS, The Department of Veterans Affairs would require as a
12 condition to the license agreement that the City agree that any
13 disputes under the agreement would be adjudicated under the Contract
14 Dispute Act (41 U.S.C. §§ 601 et seq.); and,

15 WHEREAS, Under the Contract Dispute Act, disputes would be
16 resolved as follows: the parties would submit claims to the
17 Contracting Officer of the Department of Veterans Affairs, the
18 Contracting Officer would issue a decision which may be appealed to
19 the Department of Veterans Affairs Board of Contract Appeals, which,
20 in turn, may be appealed to the Court of Appeals of the Federal
21 Circuit; and,

22 WHEREAS, As a further condition to entering into the license
23 agreement, the Department of Veterans Affairs would require that the
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25

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1 City agree that federal law shall apply to the interpretation of the
2 agreement; and,

3 WHEREAS, The Director of Property has determined that a monthly
4 fee in the amount of Four Thousand Four Hundred Dollars (\$4,400) for
5 the use of property in the Motorola Building is within the acceptable
6 range of a fair license fee; and,

7 WHEREAS, As tenant or licensee, City would be required to
8 indemnify and defend each landlord or licensor against any claims,
9 liability, losses or costs arising from City's use of the leased or
10 licensed premises; and,

11 WHEREAS, On June 26, 1997, in Case No. 97.382R, the City's
12 Planning Department found that operation of the 800 MHz Project at
13 the 800 MHz Sites is consistent with the Eight Priority Policies of
14 Planning Code Section 101.1 and is categorically exempted from
15 environmental review under the California Environmental Quality Act
16 (Cal. Pub. Res. Code Sections 21000 et seq.); and

17 WHEREAS, A copy of the Planning Department's findings is on file
18 with the Clerk in File No. 172-97-53, and, Now, therefore, be
19 it

20 RESOLVED, That the Board hereby adopts as its own, and
21 incorporates by reference as though fully set forth herein, the
22 Planning Department's findings in Case No. 97.382R, that operation of
23 the 800 MHz Project on the 800 MHz Sites is in conformity with the
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1 Eight Priority Policies of the Planning Code Section 101.1 and is
2 categorically exempted; and be it

3 FURTHER RESOLVED, That the Board hereby approves the inclusion
4 of a clause in the license agreement with the United States of
5 America subjecting contract disputes to the Contract Dispute Act; and
6 be it


7 FURTHER RESOLVED, That the Board hereby approves the inclusion
8 of a clause in the license agreement with the United States of
9 America subjecting the license to interpretation under federal law;
10 and be it

11 FURTHER RESOLVED, That the Board hereby authorizes the Director
12 of Property to enter into Agreements, in a form to be approved by the
13 City Attorney, for the terms, rent, fees, and indemnification as set
14 forth above; and be it

15 FURTHER RESOLVED, That all actions heretofore taken by the
16 officers and agents of the City with regard to the Agreements are
17 hereby approved, confirmed and ratified.

18 RECOMMENDED:

19 
20 Director of Property

21 
22 General Manager
23 Department of Telecommunications and
24 Information Services (DTIS) -- Division of Telecommunications
25 for Director, DTIS

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Adopted - Board of Supervisors, San Francisco August 25, 1997

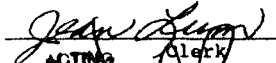

Ayes: Supervisors Ammiano Bierman Brown Katz Kaufman Leal
Medina Newsom Yaki Yee

Absent: Supervisor Teng

I hereby certify that the foregoing resolution
was adopted by the Board of Supervisors
of the City and County of San Francisco

File No.
172-97-53

8/25/97
Date Approved


ACTING Clerk

Mayor