

FIRST AMENDMENT TO ANTENNA SITE LICENSE
Site: The Clay Jones Rooftop

This FIRST AMENDMENT TO ANTENNA SITE LICENSE (the “**First Amendment**”), dated for reference purposes only as of _____, 2015 (the “**Reference Date**”), between the **Clay-Jones Apartments Owners’ Association**, a California corporation (the “**Licensor**”) and the **City and County of San Francisco**, a municipal corporation (“**Licensee**” or “**City**”), with reference to the facts set forth in the Recitals below:

RECITALS

A. Licensor is the owner of that certain real property (the “**Property**”) and of that telecommunications site located thereon including a tower, equipment building space, other improvements and related equipment located at 1250 Jones Street, in the City and County of San Francisco, California (that portion of the Property and the improvements and related equipment located thereon are herein together referred to as the “**Site**”) and more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. Licensor, as landlord, and Motorola Inc., as tenant, entered into that certain Lease, dated October 1, 1996, pursuant to which Motorola Inc. leased from Licensor certain premises and antennae space in and on the Site, which lease was modified by an Addendum to Lease, dated as of March 1, 1998 (as so modified, the “**Motorola Lease**”). Pursuant to its rights under the Motorola Lease, Motorola Inc., as licensor, and Licensee, as licensee, entered into that certain Antenna Site License, executed as of December 27, 1998 (the “**Original License**”), pursuant to which Motorola granted to Licensee the right to install, operate and maintain certain radio communication equipment and related equipment and an emergency back-up generator on the Site.

C. Motorola Inc. assigned to Licensor and Licensor assumed from Motorola Inc. all of Motorola Inc.’s rights and obligations as licensor under the Original License, and Licensor is successor to all of Motorola’s interest in the Original License. The term of the Original License is presently scheduled to expire on January 31, 2019. Licensor’s current managing agent for the telecommunications facilities at the Property is ComSites West, LLC.

D. Licensor and Licensee desire to enter into this First Amendment to (i) extend the term of the Original License, (ii) document the antennae systems (including frequencies) presently installed by Licensee on the Site and the fee payable for such installations, (iii) provide for the payment by Licensee of a one-time lump sum payment to compensate Licensor for certain adjustments to the fees payable under the Original License that the parties failed to make when Licensee previously installed additional equipment on the Site, and (iv) amend the Original License in certain other respects, as set forth in the terms and conditions herein and on the exhibits and attachments hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date of First Amendment. Notwithstanding the Reference Date set forth above, this First Amendment shall become effective on the date (the “**Effective Date**”) upon which : (a) City’s Board of Supervisors and Mayor, in their respective sole and absolute discretion, adopt a resolution

approving this First Amendment in accordance with all applicable laws, and (b) this First Amendment is duly executed by the parties hereto.

2. Modification of Certain Terms. The following references in the Original License shall be deemed to refer to the following corresponding terms:

“Motorola” shall be deemed to refer to Licensor, except in Paragraph 2 and the final sentence of Paragraph 10(a) of the Original License;

“License” shall be deemed to refer to the Original License, as amended by this First Amendment; and

“Site” shall be deemed to refer to the Licensed Premises (as defined below).

3. Current Antennae Installations; Substitution of Exhibits. Licensor and Licensee acknowledge, confirm and agree that as of the Effective Date of this First Amendment Licensee’s antennae installations on the roof of the Building, are comprised, in their entirety, of the inventory described in the attached Exhibit A and depicted on the attached Exhibit B with the label “City & County”, “Cty/Cnty of SF” or “City and Cnty”. Effective as of the Effective Date of this First Amendment, Exhibit A and Exhibit B to the Original License are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B of this First Amendment. All references in the Original License, as amended, to Exhibit A and Exhibit B are hereby deemed to mean Exhibit A and Exhibit B attached to this First Amendment.

4. Grant of License. Paragraph 1 of the Original License, entitled “License of Site,” is hereby deleted in its entirety and replaced with the following:

“1. Licensed Premises; License; System.

(a) Licensed Premises. As used herein, the “**Licensed Premises**” shall be comprised of the following space in the building located at 1250 Jones Street, San Francisco, California (the “**Building**”):

(i) “**Equipment Room**” – the room on the 20th floor of the Building shown outlined on the attached Exhibit B-2;

(ii) “**Generator Space**” – the space on the roof of the Building shown outlined and labeled on the attached Exhibit C, and such additional or substitute space as shall be agreed to by the Licensor and Licensee in writing;

(iii) “**HVAC Equipment Space**” – the space on the roof of the Building shown outlined and labeled “AC” and “Cty/Cnty of SF” on the attached Exhibit B-1, being the site of City’s existing AC unit and the space in the Equipment Room on which the proposed Redundant HVAC Unit will be installed, and such substitute space, if required by the Antenna Replacement Project, as shall be agreed to by Licensor and Licensee in writing in connection with any replacement of such units;

(iv) “**Tower and Rooftop Space**” - those portions of Licensor’s tower and other rooftop antenna mounting structures actually occupied by Licensee’s equipment and associated facilities from time to time; and

(v) “**Connection Space**” - those portions of Licensor’s conduits and other connections between the Equipment Room, Generator Space, HVAC Equipment Space and the Tower and Rooftop Space actually occupied by Licensee’s equipment and associated facilities from time to time.

(b) License. Licensors hereby grants to Licensee a license to use the Licensed Premises for the purpose of installing, operating and maintaining a radio/communication system of Licensee comprised of certain equipment and frequencies (the “**System**”), more particularly described in Paragraph 10 below. The Licensed Premises shall be for Licensee's exclusive use, subject to the terms and conditions of this License. Licensee shall not use the Licensed Premises for any purpose other than to install, inspect, replace, maintain, repair, remove and operate the System. Licensors shall use best efforts to prevent unauthorized persons from gaining access to Licensee’s equipment. ”

5. Licensee’s System; Operation of Equipment. The following provisions shall be added to the Original License as Paragraph 10(c), Paragraph 10(d) and Paragraph 10(e):

“(c) Additional Antennae Facilities. As of the date of the First Amendment to this License, Licensee’s System is comprised of the antennae and frequencies listed on the attached Exhibit A. No antennae or frequencies other than those listed herein in Exhibit A shall be installed and/or operated by or on behalf of Licensee except as provided herein. Should Licensee (i) propose to make changes (which shall not include routine repair and maintenance) that are deemed, in the reasonable opinion of Licensors, to be in excess of a like-kind replacement of the equipment listed in Exhibit A, or a like portion thereof; or (ii) make changes to the frequencies listed in Exhibit A; or (iii) install any antennas in addition to the equipment listed in Exhibit A, ((i) through (iii) collectively referred to as “**Additional Facilities**”), Licensee must first obtain Licensors's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, Licensors expressly reserves the right to condition its consent to such changes upon the following:

(i) If Licensors determines that the Additional Facilities may have an adverse impact on the structural integrity of the Property, or any improvements or equipment situated thereon, then Licensee, at its sole expense, shall have an engineering study performed on the tower with an engineering firm approved by Licensors and shall bear the cost of all improvements required, pursuant to that study, and approved by Licensors in its sole discretion to permit the installation of the Additional Facilities;

(ii) An increase in the License Fee in accordance with the Clay Jones Tower Site Fee Schedule set forth in Exhibit D, subject to the provisions of Paragraph 10(e) below; and

(iii) The Additional Facilities and their respective frequencies shall be subject to the same terms and conditions as set forth in herein, and any additional terms and conditions to be mutually agreed upon between Licensors and Licensee, and upon installation shall be part of Licensee’s System.

(d) Reduction in Antennae Facilities. If Licensee elects to remove one or more of the antennas comprising Licensee’s System, Licensee shall provide Licensors with thirty (30) days prior written notice of Licensee’s intent to remove such antenna(s). Upon removal of any such antenna(s) (the “**Reduced Facilities**”), the License Fee shall be decreased in accordance with the Clay Jones Tower Site Fee Schedule set forth in Exhibit D (as such fees may have been previously increased pursuant to Paragraph 4(b), if applicable).

(e) Antennae Replacement Project; Special Provisions. Licensors acknowledges that Licensee expects to replace many of its existing antennae during the Term of this License, and that because of the critical nature of Licensee’s antennae, which serve communications for City’s fire, police, and other safety personnel’s radios, Licensee must install, test, and cut over replacement antennae before removing old antennae. Licensee also intends to install a redundant AC unit (the “**Redundant HVAC Unit**”) to service Licensee’s System. The period during which

Licensee installs, tests, and cuts over any replacement antenna and removes the antenna to be replaced is referred to herein as the “**Replacement Period.**” Notwithstanding the provisions of Paragraph 10(c)(ii) above, there shall be no increase in the License Fee on account of the installation of a replacement antenna during the applicable Replacement Period (not to exceed eighteen (18) months for any replacement). Further, Licensee anticipates that Licensee shall perform a major antenna replacement project one time during the Term, and during the course of such project Licensee will require temporary use of an area in the general location shown on Exhibit B-2 for the placement of 2 equipment racks for batteries. Licensor shall make such space available within sixty (60) days of Licensee’s written request, and notwithstanding the provisions of Paragraph 10(c)(ii) above, no additional License Fee shall be payable hereunder on account of Licensee’s use of such area during the performance of such project (not to exceed eighteen (18) months).

(f) HVAC Maintenance. In consideration of Licensee’s maintenance of the generator equipment described in Paragraph 8(b) and Paragraph 8(c), Licensor, at Licensor’s cost, shall maintain Licensee’s rooftop HVAC equipment at the Site to the standards attached hereto as Exhibit E.”

6. Extension of Term. Licensor and Licensee acknowledge and agree that the term of the License is hereby extended for an additional period of ten (10) years, and, provided that Licensee is not then in material default under the License beyond any applicable notice, grace or cure periods provided therefor, Licensee shall have the option to extend the term of the License for up to four (4) additional five (5) year terms, on the terms and conditions set forth below. Effective as of the Effective Date, Paragraph 3 of the Original License shall be deleted and replaced with the following:

“3. Term.

(a) Term. The term of this License (the “**Term**”) shall commence on February 1, 1999, and shall expire on January 31, 2029, subject to City’s right to extend the term pursuant to Paragraph 3(b) below.

(b) Option to Extend Term. Licensee shall have the option (the “**Extension Options**”) to extend the Term of this License for up to four (4) additional five (5) year terms (each an “**Extension Term**”). Licensee may exercise the Extension Options, if at all, by giving written notice to Licensor no later than one hundred eighty (180) days prior to expiration of the Term to be extended; provided, however, if, on the date of giving such notice, Licensee is in material default under this License beyond any applicable notice, grace or cure periods provided therefor, Licensor may reject such exercise by delivering written notice thereof to City promptly after such failure to cure. Licensor acknowledges and agrees that Licensee’s notice of its intent to exercise an Extension Option shall be subject to enactment of a resolution by the Board of Supervisors and the Mayor, in their respective sole and absolute discretion, approving and authorizing the same, within sixty (60) days after the date such notice of exercise is given. The defined term “Term” shall include the initial Term and any applicable Extension Term.

(c) Holdover. Should City fail to surrender the Licensed Premises at the end of the Term, this License shall continue on a month-to-month basis on the terms and conditions contained herein until the tenancy shall be terminated by either party giving the other party at least one hundred eighty (180) days’ prior written notice of termination.”

7. License Fee; Modification of the License Fee; Annual Increase in License Fee; Payment Address.

a. One-Time Lump-Sum Payment. Licensor and Licensee acknowledge that the parties failed to make certain adjustments to the fees payable under the Original License when Licensee installed

additional equipment on the Site. Within two hundred ~~seventy~~ (2~~70~~) days of full execution and delivery of this Agreement, Licensee shall pay to Licensors the sum of Twenty Five Thousand Dollars (\$25,000), and the parties agree that such payment shall serve to cover the increased fee that was payable on account of such additional equipment under the Original License.

b. Modification of the License Fee. The “Total Monthly Fee” and “License Fee Schedule” on the cover sheet of the Original License, and Paragraphs 4(a), 4(b) and 4(c) of the Original License shall be deleted and the following shall be substituted for Paragraph 4 of the Original License:

“4. License Fee.

(a) Initial License Fee. Licensee shall pay a monthly fee (the “**License Fee**”) comprised of the following:

- (i) Equipment Room Fee: Five Thousand Five Hundred Dollars (\$5,500) per month (which shall be a flat fee payable regardless of the number of racks or the amount of equipment installed in the Equipment Room); and
- (ii) System License Fee: Five Thousand Seven Hundred Eighty Six and 25/100 Dollars (\$5,786.25) per month (based on “Licensee’s Approved Equipment and Frequencies – the System” described at Exhibit A and depicted in Exhibit B to this Agreement).

(b) Annual Increase in License Fee.

- (i) On February 1, 2016, February 1, 2017, and February 1, 2018 (each, an “**Original Increase Date**”), the monthly License Fee payable hereunder shall be increased to the amount that is one hundred two and one-half percent (102.5%) of the License Fee for the month immediately preceding such Original Increase Date.
- (ii) On February 1, 2019 and each February 1 thereafter during the Term (each, an “**Extended Term Increase Date**”), the monthly License Fee payable hereunder shall be increased to the amount that is one hundred four percent (104%) of the License Fee for the month immediately preceding such Extended Term Increase Date. ”

(c) Payment Address. The License Fee shall be delivered to Licensors in care of ComSites West, LLC, 2555 Third Street, Suite 200, Sacramento, CA 95818 or such other address as Licensors may notify Licensee of in writing from time to time upon not less than thirty (30) days advance notice.

(d) Notwithstanding the foregoing, nothing in this Paragraph shall be deemed to modify the terms and conditions of or relating to Paragraph 10(c), Additional Facilities. ”

8. Electrical Power Charge; Generator. Paragraph 8 of the Original License entitled “Electrical Service,” is hereby deleted in its entirety and replaced with the following:

“8. Electrical Power; Licensee’s Emergency Generator.

(a) Electrical Power. Licensors shall provide electrical power to the Licensed Premises for Licensee’s System, and perform any related improvements as required. The electrical service shall be 120/208 Volts AC at 150 Amp, 3 phase. Subject to the provisions of Paragraph 8(b) below, Licensee agrees to pay to Licensors an initial monthly electrical power charge in the amount to be determined in accordance with the Clay Jones Tower Site Fee Schedule set forth in

Exhibit D of this License (the “**Electrical Power Charge**”), subject to adjustment as follows: should either Licensee’s electrical consumption (including its pro-rata share, in proportion with the other licensees at the Site receiving power through Licensor’s utility connection, of the power consumed by Licensor’s equipment required to operate the Site) or the utility rates charged by local utility companies to Licensor increase, Licensee agrees to pay to Licensor an increase in the monthly Electrical Power Charge equal to Licensor’s actual increased costs incurred due to Licensee’s increased utility usage or the increase in utility rates, as determined in by Licensor in good faith and specified in written notice delivered to Licensee together with reasonable documentation evidencing such increase.

(b) Emergency Generator; Back-Up Power to Certain Licensor Equipment. Licensee owns that certain emergency generator and fuel tank located on the roof of the Building in the approximate location indicated on Exhibit C, which location is for general reference purposes only and is not to scale. Licensee, at Licensee’s own expense, shall operate, maintain and ensure that all reasonable efforts will be made to minimize noise and emission for the generator. The space for the generator will be provided on a rent free basis and notwithstanding the provisions of Paragraph 8(a) above Licensee shall not be obligated to pay an Electrical Power Charge, provided that in addition to providing back-up power to Licensee’s System, the generator shall have the capability to supply back-up power to the following Licensor equipment (collectively, the “**Backed-Up Licensor Equipment**”) in the event of an electrical power failure: (i) one of the Building’s two passenger elevators, (ii) the Building’s emergency lighting, (iii) one water pressure pump, and (iv) the 100 amp electrical panel located in the commercial wireless equipment room located on the [20th] [– confirm] floor of the Building (the “**Commercial Wireless Equipment Room**”), provided that power to such electrical panel shall be limited to 80% of 15KW total power, and Licensee’s obligation to provide back-up power for such panel shall be subject to the conditions set forth in Paragraph 8(c) and Paragraph 8(d) below. Licensee shall not be obligated to provide back-up power to any other equipment at the Site.

(c) Future Load Test and Analysis. During the Replacement Period Licensee will perform or cause to be performed a load test and engineering analysis of the panels, conduits and circuitry to determine whether Licensee’s currently sized emergency power and infrastructure support can provide the necessary power to Licensee’s System and replacement equipment and the Backed-Up Licensor Equipment, including the electrical panel in the Commercial Wireless Equipment Room. Notwithstanding the provisions of Paragraph 8(b) above, Licensee shall have no obligation to supply emergency power to the electrical panel in the Commercial Wireless Equipment Room if such load test and analysis, in Licensee’s reasonable judgement, indicates that the current emergency generator or infrastructure would (i) require additional costs in excess of \$5,000 to provide emergency power to all of Licensee’s equipment and the Backed-Up Licensor Equipment, including the electrical panel in the Commercial Wireless Equipment Room, or (ii) providing back-up power to the Licensor Backed-up Equipment, including the electrical panel in the Commercial Wireless Equipment Room would reduce the generator’s capacity to run Licensee’s equipment to less than eight (8) hours.

(d) Reduction in Load to Commercial Wireless Equipment Room Electrical Panel. Promptly following the Effective Date of the First Amendment to this License Licensor shall remove Licensor’s AC units for the Commercial Wireless Equipment Room from the electrical panel that is backed up by Licensee’s emergency generator.

(e) Fuel Line Installation; Replacement of Emergency Generator; Cooperation. Licensee shall have the right, at Licensee’s sole expense, to install a fuel line, including filler valve and piping, to Licensee’s generator equipment so that Licensee’s generator equipment can be filled directly from the street surface, and Licensee shall cooperate with Licensee’s installation of such

fuel line. Such fuel line, filler valve, and piping shall be deemed part of Licensee's generator equipment. Licensee expects to replace its generator equipment during the term of this License. Because of the critical nature of Licensee's antennae, which serve communications for City's fire, police, and other safety personnel's radios, Licensee must ensure that back up power is available to Licensee's System at all times. Licensee shall have the right to alter, replace or remove Licensee's generator equipment upon Licensee's submission to Licensor of all plans, specifications and other information related thereto reasonably requested by Licensor, and upon Licensee's prior receipt of Licensor's written consent, which shall not be unreasonably withheld, conditioned or delayed. Licensor shall cooperate with Licensee's generator equipment replacement project, including cooperation with obtaining required governmental approvals and permits, cooperation with installation of the replacement generator equipment (by helicopter), and temporary placement on the Site of a large battery system during the generator swap out, as described in Paragraph 10(d) on the terms specified therein. "

9. Elimination of References to Master Agreement and Motorola Lease. Paragraph 2 of the Original License, entitled "Master Agreement," Paragraph 9 of the Original License, entitled "Relocation," and all references in the Original License to the Master Agreement are hereby deleted in their entirety. Any provision of the Original License shall, to any extent affected by reference to the Master Agreement, be of no force or effect; provided, however, that if the lack of effect of any such affected provision causes the benefit of the bargain between the parties to be substantially altered, then the parties shall negotiate a reasonable amendment to the Original License.

10. Additional Services. Effective as of the Effective Date, the following provision shall be added to the License as Paragraph 27:

"27. Additional Services. City reserves the right to request that Licensor, at City's cost, perform minor License related services or incur additional expenses not covered under this License from time to time, as reasonably requested by the City and approved by the City's Real Estate Division, acting through the Director of Property or his or her designee. If Licensor, in its sole discretion, agrees to perform such services or incur such additional expenses, City shall reimburse Licensor for the pre-approved cost for such expenses as an additional License Fee within thirty (30) days after receipt of Licensor's invoice for such service or expense, which cost may include a fifteen (15%) percent Licensor administrative fee and shall include reasonable backup documentation."

11. Notices.

a. Notice Addresses. The following addresses for notices shall be substituted for the addresses set forth on the cover sheet of the Original License:

For City: Department of Emergency Management
Division of Emergency Communications
1011 Turk Street
San Francisco, CA 94102
Attn: Michelle Geddes

with a copy to: Department of Technology (DT)
1 South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
Attn: CIO

and a copy to: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: John Updike, Director of Property

For Licensors: ComSites West, LLC
1250 Jones Street
San Francisco, CA 94109
Attn: Edward Dale

b. Notices. Paragraph 14 of the Original License entitled “Notices” is hereby deleted in its entirety and replaced with the following:

“14. Notices.

(a) Notices. All notices, requests, demands and communications hereunder will be given by first class certified, registered or mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, addressed to the parties as provided on the cover page. Any such notice or demand shall be deemed to have been given or made three (3) days after the date when it is mailed is sent by first-class certified or registered mail, one day after the date when it is mailed if sent by express mail, or one day after the date it is sent by overnight courier.

(b) Day-to-Day Communications. Day-to-day communications to Licensors regarding Site management and Site emergencies under this License should be directed to (call in this order): Jay Feick 916-799-1131; Charlie Feick 530-414-4376; Keith Chambers 530-913-6451; or Jerry Shaver 916-606-3407. Licensors shall provide written notice to Licensee when Licensors’ designated contact persons change.”

12. Update of Certain City Contracting Requirements.

a. Non-Discrimination in City Contracts and Benefits Ordinance. Effective as of the Effective Date, Paragraph 23 of the Original License shall be deleted and the following provision shall be substituted therefor:

“23. Non Discrimination in City Contracts and Benefits Ordinance

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

(b) Subcontracts. Licensors shall include in all subcontracts relating to the Licensed Premises a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Licensors shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative

Code and shall require all subcontractors to comply with such provisions. Licensor's failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits. Licensor does not as of the date of the First Amendment to 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) CMD Form. As a condition to the First Amendment to this License, Licensor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the "CMD"). Licensor hereby represents that prior to execution of the First Amendment to this License: (a) Licensor executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (b) the CMD approved such form.

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

b. Other Provisions. Effective as of the Effective Date, the following provisions shall be added to the License as Paragraph 28 and Paragraph 29:

"28. Conflicts of Interest. Through its execution of the First Amendment to this License, Licensor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of 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 Licensor becomes aware of any such fact during the term of this License, Licensor shall immediately notify City.

29. Limitation on Contributions. Through its execution of the First Amendment to this License, Licensor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the

commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Licensor acknowledges that the prohibition on contributions applies to each Licensor; each member of Licensor's board of directors, and Licensor's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensor. Additionally, Licensor acknowledges that Licensor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensor further agrees to provide to City the name of each person, entity or committee described above."

13. Other Terms and Conditions Remain. In the event of any inconsistencies between the Original License and this First Amendment, the terms of this First Amendment shall control. Except as specifically revised or modified by the terms of this First Amendment, all of the terms, conditions and provisions of the Original License shall remain unchanged, in full force and effect and binding upon the parties thereto, their heirs, successors and assigns and are hereby ratified and affirmed.

14. Entire Agreement. Licensor and Licensee acknowledge, confirm and agree that the Original License and this First Amendment constitute the entire agreement between Licensor and Licensee with respect to the subject matter covered thereby and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among Licensor and Licensee relating to the subject matter of the Original License and this First Amendment that are not fully expressed therein.

15. Captions. The captions or headings of Sections or paragraphs of this First Amendment are provided for convenience only, and shall not be of any force or effect in construing any provision of this First Amendment.

16. Authority. If Licensor is a corporation, partnership, trust, association or other entity, Licensor and each person executing this First Amendment on behalf of Licensor, hereby covenants and warrants that (a) Licensor is duly incorporated or otherwise established or formed and validly existing under the laws of its state in which the Building is located, (c) Licensor has full corporate, partnership, trust, association or other appropriate power and authority to enter into this First Amendment and perform all Licensor's obligations under the License agreement, as amended by this First Amendment, and (d) each person (and all of the persons if more than one signs) signing this First Amendment on behalf of Licensor is duly and validly authorized to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR

Clay-Jones Apartments Owners' Association

by: _____ Date _____

name: _____

its: _____

LICENSEE

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____ Date _____

JOHN UPDIKE
Director of Property

APPROVED AS TO FORM FOR CITY:

DENNIS J. HERRERA
City Attorney

By: _____

Anita L. Wood
Deputy City Attorney

EXHIBIT A

Property Description Site Description Licensee's Approved Equipment and Frequencies ("System")

PART ONE: PROPERTY

The property in the City and County of San Francisco, State of California, described as follows:

Parcel I:

UNIT NO. 1602, Lot 83, as shown on that certain map entitled "MAP OF THE CLAY JONES APARTMENTS SAN FRANCISCO, CALIFORNIA. BEING A SUBDIVISION OF REAL PROPERTY ON A PORTION OF FIFTY VARA BLOCK NO. 217 ALSO ASSESSOR'S BLOCK 221," which map was filed in the office of the Recorder of the City and County of San Francisco, State of California, on March 7, 1973 in Condominium Map Book No. 3 at pages 33 through 47 inclusive.

Parcel II:

An undivided 2.960% interest in and to all that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at the point of intersection of the easterly line of Jones street and the southerly line of Clay Street; running thence southerly along said line of Jones Street 60 feet, 6 inches to a point thereon distant 60 feet northerly from the northerly line of Pleasant Street; thence at a right angle easterly 82 feet, 5 inches; thence at a right angle southerly 60 feet to the northerly line of Pleasant Street; thence at a right angle easterly along said line of Pleasant Street 55 feet, 1 inch; thence at a right angle northerly 120 feet, 6 inches to the southerly line of Clay Street; thence at a right angle westerly, along said line of Clay Street, 23 feet; thence at a right angle southerly 60 feet northerly from the northerly line of Pleasant Street; thence at a right angle westerly, along said parallel line so drawn, 23 feet; thence at a right angle northerly 60 feet, 6 inches to the southerly line of Clay Street; thence at a right angle westerly, along said line of Clay Street, 91 feet, 6 inches to the point of beginning.

Parcel III:

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at the point of intersection of the northerly line of Pleasant Street and the easterly line of Jones Street; running thence northerly along said line of Jones Street 40 feet; thence at a right angle easterly 68 feet; thence at a right angle northerly 20 feet; thence at a right angle easterly 14 feet, 5 inches; thence at a right angle southerly 60 feet to the northerly line of Pleasant Street; thence at a right angle westerly, along said line of Pleasant Street, 82 feet, 5 inches to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco, at page 735, Document No. 0-22055.

Parcel IV:

EXHIBIT A

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the easterly line of Jones Street, distant thereon 40 feet northerly from the northerly line of Pleasant Street; running thence northerly along said line of Jones Street 20 feet; thence at a right angle easterly 68 feet; thence at a right angle southerly 20 feet; thence at a right angle westerly 68 feet to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said Easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco at page 740, Document No. 0-22056.

Parcel V:

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the southerly line of Clay Street, distant thereon 91 feet, 6 inches easterly from the easterly line of Jones Street; running thence easterly along said line of Clay Street 23 feet; thence at a right angle southerly 60 feet, 6 inches; thence at a right angle westerly 23 feet; thence at a right angle northerly 60 feet, 6 inches to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco at page 745, Document No. 0-22057.

EXHIBIT A

PART TWO: Licensee's Approved Antennae Equipment and Frequencies – the "System"

ANTENNA & FREQUENCY INVENTORY

Four (4) Coax 7/8th inch to tower to:

8' tall omni antenna tag #002 located at 99' on the NW leg of tower.

18'2" tall omni antenna tag #003 located at 75' on the NW leg of tower.

18'2' tall omni antenna tag #004 located at 75' on the SE leg of tower.

12' tall omni tag antenna #006 located at 59' on the NW leg of tower.

Three (3) microwave dishes 4' in diameter. MW Freq 11 GHz and 18 GHz.

4'HP dish on tower tag #018 located at 17' on the East face of tower.

4'HP dish on tower tag #019 located at 17' on the West face of tower.

4' HP dish on 21' pole on the West parapet.

One (1) 2' microwave dish on the 21' pole West parapet.

One (1) VHF whip antenna on the 21' pole West parapet.

Three (3) coax 1/4" to the 3-18' wi-fi panels 18" square. Wi-fi freq 4.9 GHz

One (1) Coax RG-8

One (1) Coax 1/2' heliax

Two (2) Coax LMR 400

One (1) elliptical wave guide

One (1) 3/8" wave guide

VHF – 158.76

800 MHz Frequencies

<u>TX</u>	<u>RX</u>
851.425	806.425
851.4	806.4
851.15	806.15
851.125	806.125
851.5875	806.5875
851.6125	806.6125
851.8125	806.8125
852.0625	807.0625
852.0875	807.0875
853.8875	808.8875
852.2625	807.2625
852.2125	807.2125
852.675	807.675
852.3875	807.3875
852.8375	807.8375
851.7625	806.7625
853.4125	808.4125
853.225	808.225
853.0875	808.0875
853.625	808.625
853.65	808.65
853.7875	808.7875
853.4375	808.4375
859.4875	814.4875

EXHIBIT A

EQUIPMENT RACK/CABINET INVENTORY

Not Applicable

EXHIBIT B-2
Equipment Room Site Plan
Depicting Licensee's Private Communications Room and Location of Temporary Battery Racks

EXHIBIT D

**ANTENNAS
MINIMUM ADDITIONAL MONTHLY FEE*
(CUSTOMER OWNED AND MAINTAINED)**

TYPE	MONTHLY LICENSE FEE			
Omni Directional Antenna (VHF, UHF, 7/800MHz)	\$425			
Broadcast	\$80 per foot (min. \$650)			
Panel	2'T or less	3'-4'T	5'T	6'T or more
	\$120	\$60 per foot	\$265	\$48 per foot
Flat Panel	2'T or less		Over 2'T	
	\$110		\$50 per foot	
Dishes	On Parapet or Pole		On Tower**	
	Up to 5' Diam.	6'-10' Diam.	All Diameters	
	\$75 per foot	\$85 per foot	\$100 per foot	

* all tower installations require a \$2,800 structural analysis fee and based on the results of the analysis and the overall impact on tower loading, an increase in the above rates may be required.

** available below 25' tower elevation.

ADDITIONAL CUSTOMER OWNED GENERATORS

Priced "per square foot" for overall footprint – subject to availability.

NOTE: THE RATES IN THIS SCHEDULE ARE SUBJECT TO INCREASE ANNUALLY ON JANUARY 1 OF EACH YEAR BY THE AMOUNT THAT IS ONE HUNDRED FOUR PERCENT (104%) OF THE RATE OF THE IMMEDIATELY PRECEDING YEAR.

EXHIBIT E
Minimum HVAC Maintenance