

**LICENSE AGREEMENT**

SIXTH AVENUE  
Contract No: 8036A4

THIS LICENSE AGREEMENT ("Agreement") is made this 1st day of February, 2000 by and between BELLEFONTAINE CONDOMINIUM OWNERS ASSOCIATION, a California Corporation ("Licensor") and AT & T WIRELESS SERVICES, a Delaware Corporation ("Licensee").

In consideration of the following mutual exchange of promises and covenants herein, the parties agree as follows:

**1. GRANT OF LICENSE**

(A) Licensor hereby grants to Licensee a non-exclusive license to install, maintain, operate and repair a PCS System ("System") and other associated accessory equipment at Licensor's tower and building located in San Diego County, California, which is a portion of that certain real property known as 2400 Sixth Building located at geographical coordinates: Latitude 32° 43' 51" and Longitude 117° 09' 32", and the access road thereto but limited to the areas of the geographical location that are reasonably needed for access, use and maintenance of the System (collectively, the "Premises"), upon the terms and conditions set forth herein. Licensee's transmitting frequency is 1945-1950 MHz and its receiving frequency is 1865-1870 MHz.

(B) Licensor is the manager of and entitled to possession of the Premises.

(C) Licensor hereby grants to Licensee a right of reasonable ingress to and egress from the Premises for the purposes of installing, maintaining, operating and repairing the equipment set forth in Section 5 of this Agreement. Upon the execution of this Agreement, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's ingress to and egress from the Premises as set forth in Section 14 of this Agreement.

**2. LICENSE TERM**

(A) The term of this Agreement shall be for five (5) years commencing on November 1, 1999 and terminating on October 31, 2004 (the "Initial Term").

(B) Following the Initial Term, this Agreement shall automatically be renewed for four (4) separate and successive periods of five (5) years each (each a "Renewal Term"); provided that Licensee may elect not to renew this Agreement by giving Licensor not less than ninety (90) days advance written notice prior to the end of the Initial Term or any Renewal Term.

(C) Notwithstanding the foregoing, Licensee acknowledges that this Agreement is subject to the terms and conditions of that certain Amended And Restated Declaration of Restrictions for Bellefontaine Condominium Owners Association recorded in the Official Records of San Diego County, California on June 17, 1999 as Doc. No. 1999-0424409 ("Declaration"). Licensor agrees that, it will not take any action with respect to the Declaration to cause such Declaration to be prematurely terminated during the License Term. Should the Declaration be terminated for any reason, this Agreement shall be immediately terminated and any unearned license fees shall be refunded to Licensee.

### **3. LICENSE FEE**

(A) Commencing on the earlier of November 1, 1999 or the date Licensee begins installation of its System, Licensee shall pay to Licensor the sum of one thousand seven hundred fifty dollars (\$1,750.00) per month ("License Fee"), subject to adjustment as provided herein. Licensee shall immediately advise Licensor of the date it installed its System. Failure to notify Licensor shall be grounds for immediate termination of this Agreement.

(B) The License Fee is due and payable in advance on the first day of each month and shall be deemed delinquent if it is not received by Licensor on or before the 10th day of each month. If the monthly License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid in full.

(C) On November 1, 2000 and thereafter on November 1st of each year that Licensee continues to occupy the Premises, the monthly License Fee shall be increased in an amount equal to **four percent (4%)** of the then immediately preceding monthly License Fee. The increased License Fee shall be rounded up to the next highest dollar amount.

### **4. SITE MANAGEMENT**

Licensee acknowledges that Licensor has procured the services of **American Tower, L.P.** ("Site Manager") as Licensor's agent for purposes of managing. Site Manager shall collect all payments made under this Agreement on behalf of Licensor. Licensee shall follow all applicable standards included in the American Tower, L.P. Consolidated Site Standards Western Region, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference. Payments should be payable and addressed as follows:

**American Tower, L.P.**  
**Attn: Accounting**  
**501 Canal Blvd., Suite E**  
**Point Richmond, CA 94804**

## 5. EQUIPMENT

(A) Licensee shall provide the equipment listed on **Exhibit "B"**, which is attached hereto and incorporated herein by reference, as required for the installation and operation of Licensee's System. The equipment listed on **Exhibit "B"** is and shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Premises at Licensee's expense upon the termination of this Agreement. Licensee agrees to install isolators, cavities and filters on its equipment and to maintain and operate its equipment in accordance with the highest engineering standards prevailing in the communications industry.

(B) Licensee shall clearly and conspicuously mark the appropriate equipment itemized in **Exhibit "B"** with Licensee's name and frequency number(s). Licensee shall also provide Licensor with a copy of its Federal Communications Commission ("FCC") license.

(C) The installation location of all equipment listed on **Exhibit "B"** is subject to the prior approval of Licensor and no equipment, other than that set forth in **Exhibit "B"**, shall be installed by Licensee without Licensor's prior written consent.

(D) Licensee agrees that Licensor may mount casters on Licensee's equipment cabinet(s) for purposes including, but not limited to, Premises cleaning and maintenance work.

(E) Upon installation of Licensee's equipment, Licensee shall pay to Site Manager the sum of **four hundred fifty dollars (\$450.00)** for the nonrecurring costs of engineering documentation ("Documentation Fee").

## 6. FREQUENCY INTERFERENCE - Licensee's Obligations

(A) At all times during the term of this Agreement, Licensee agrees to use equipment of the type, location and frequency that will not cause physical, signal or other interference to Licensor's other licensees on the Premises, and agrees to make no changes in or to such equipment or to its frequency or frequencies without the prior written approval of Licensor.

(B) If Licensee's equipment causes interference in violation of Section 6(A) above, Licensee shall take all steps necessary to correct or eliminate such interference. If such interference cannot be corrected within ten (10) days of Licensee's being informed in writing by Licensor of such interference, Licensor may, in its sole discretion, terminate this Agreement or, alternatively, Licensor may require that Licensee cease operation of its equipment until such interference can be corrected or eliminated, at which time Licensee may resume operation of its equipment. The ten (10) day time limit in this section applies notwithstanding the thirty (30) day time for other defaults as set forth in Section 19.

## **7. FREQUENCY INTERFERENCE - Licensor's Obligations**

(A) Licensor agrees that subsequent to the date of this Agreement it will not knowingly license or permit other persons or entities to use the Premises if Licensee's then-in-use signal or frequency, or the physical location of Licensee's equipment, would cause interference with such new licensee so as to cause Licensee to be in breach of the terms of Section 6(A) above.

(B) Licensor further agrees that subsequent to the date of this Agreement, it will not knowingly license or permit other persons or entities to use the Premises, if such persons or entities will cause interference with Licensee's then-in-use frequency or signal or with Licensee's equipment or antennae.

(C) If Licensor breaches its obligations under Section 7(A) or 7(B) above, Licensor, upon receiving notice from Licensee of any such breach, will take all steps necessary to correct and eliminate such interference, including, without limitation, enforcing provisions in any license or other agreement between Licensor and the persons or entities causing such interference, pursuant to which Licensor may compel such persons or entities to cease operation, modify their equipment and/or antennae, or remove their equipment and/or antennae from any facilities or towers owned or leased and/or managed by Licensor on the Premises.

(D) Nothing contained in this section or any other provision of this Agreement shall be deemed to affect either party's right at any time, for any cause, to terminate this Agreement pursuant to the provisions of Section 20(C) hereof.

## **8. ALTERATIONS**

Licensee shall obtain the prior written consent of Licensor before making any additions to, or alterations of, the Premises. Any such additions and/or alterations, if approved by Licensor, shall be made at the sole expense of Licensee. Licensee understands and agrees that additions or alterations to the Premises, approved by Licensor and provided by licensee, shall become the sole property of Licensor upon termination of this Agreement. Licensee may be required by Licensor, at Licensor's sole discretion, to remove all alterations, additions and improvements made or installed by Licensee and restore the Premises to the same or as good condition as existed on the day of entry under this License Agreement, reasonable wear and tear excepted.

## **9. PERSONAL PROPERTY TAX**

Licensee shall be liable for and shall pay all taxes levied against the personal property owned by it and located on or about the Premises, including all of Licensee's System related equipment.

## **10. MAINTENANCE OF PREMISES**

Licensee shall not maintain nor permit any nuisances on the Premises, nor permit the Premises to

be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority applicable thereto.

## **11. COMPLIANCE WITH LAWS**

Licensee shall comply with all federal, state and local laws and regulations applicable to the operations of Licensee.

## **12. UTILITIES**

If telephone service is available at the Premises, Licensee shall have the right to use up to one pair of telephone lines. Licensee shall pay telephone service provider directly for any telephone service. Licensee shall establish any utility service required for the operation of its System with the local utility company and all such services shall be separately metered. Licensee shall pull service from the demarcation point to Licensee's Premises and bear all costs of installing and operating such utilities.

## **13. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION**

In the event of any damage, destruction or condemnation of the Premises, or any part thereof, which renders the Premises unusable or inoperable, Licensor shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to Licensee within thirty (30) days after such damage, destruction or condemnation.

If Licensor does not terminate this Agreement: (1) the License Fee payable hereunder shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises; and (2) Licensor shall make any necessary repairs to the Premises caused by any such damage or destruction and shall be entitled to use any and all insurance proceeds to pay for any such repairs. Licensee acknowledges that it has no property interest in the Premises, having been granted only the use of and access to the Premises. Therefore, Licensor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

## **14. LICENSOR'S ACCESS**

(A) In an emergency, Licensor shall have the right to have access to Licensee's equipment for the purpose of eliminating or attempting to eliminate any interference caused by Licensee's equipment. Upon execution of this Agreement, and at any time during the life of this Agreement as needed, Licensee shall deliver to Licensor all keys, combinations, and/or cards necessary to allow Licensor access to Licensee's equipment as provided for in this section.

(B) Licensor shall provide Licensee with up to two (2) sets of required keys at no charge. Additional keys shall be provided by Licensor at a reasonable charge if requested by Licensee.

## 15. APPROVALS AND PERMITS

Licensee represents that prior to execution of this Agreement, Licensee obtained all required permits and/or licenses pertaining to the installation, operation, maintenance and repair of its equipment on the Premises, including but not limited to an FCC license.

Licensor shall fully cooperate, at no expense to Licensor, with Licensee by executing and joining in Licensee's applications for governmental permits, licenses or approvals covering Licensee's use of the Premises. Licensee shall reimburse Licensor for any and all reasonable costs attributable to Licensor's cooperation.

## 16. INDEMNIFICATION/LIABILITY

(A) Licensee shall indemnify and hold harmless Licensor, Hilltop Community Executive (or the then current property management company)("Association Manager") and Site Manager and their partners, directors, officers, employees, representatives and agents, from and against any and all liability, damage, loss, cost, expense, obligation, claim, demand or cause of action of any nature whatsoever (collectively, "claims"), including attorney fees at trial and on appeal, arising out of or in connection with (i) the use, maintenance, repair or replacement of materials or facilities on the Premises by Licensee, or its partners, directors, officers, employees, independent contractors, agents and representatives ("Licensee's Agents"), or (ii) any work performed or required to be performed by Licensee or Licensee's Agents under the Agreement, or (iii) Licensee or Licensee's Agents' negligence, acts or omissions, or (iv) Licensee's breach of this Agreement, except and to the extent that any such claims arise in whole or in part out of the intentional act or omission of Licensor, Association Manager and/or Site Manager.

(B) Licensor, Association Manager and/or Site Manager shall have no liability to Licensee or anyone claiming under or through Licensee for any injury, inconvenience, loss, cost, expense or damage to Licensee: (1) caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensor, Association Manager and/or Site Manager or their partners, directors, officers, employees, representatives and agents, or any other person, caused in whole or in part by any activity or event beyond the reasonable control of Licensor, Association Manager and/or Site Manager; or (2) for the making of any alteration of or improvement or repair to the Premises, or Licensor's equipment located on the Premises, whether required by any governmental agency, or due to casualty, or for any other reason, provided that, in the case of any such alteration, improvement or repair, Licensor, Association Manager and/or Site Manager have exercised due diligence to avoid or minimize any such injury, inconvenience, loss or damage.

## 17. INSURANCE

(A) During the period of this Agreement, Licensee at Licensee's sole cost and expense, shall maintain in full force, and maintain on the Premises and on Licensee's equipment on the Premises, bodily injury and property damage insurance with a combined single limit of not less than

**\$1,000,000.00** per occurrence. Such insurance shall insure, **on an occurrence basis**, against all liability of Licensee and Licensee's Agents arising out of or in connection with Licensee's use of the Premises all as provided for herein. All such bodily injury and property damage insurance shall insure performance by Licensee of the indemnity provisions of Section 16. **Licensor, Association Manager and Site Manager** shall be named as additional insureds.

(B) All insurance required under this Agreement shall:

1. Be issued as a primary policy; and
2. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Licensor within thirty (30) days after execution of this Agreement and, on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy.

#### **18. WAIVER OF SUBROGATION**

Licensee hereby releases Licensor, Association Manager and Site Manager and their partners, directors, officers, employees, representatives and agents, from any claims for damage to any person or to the Premises, or to Licensee's equipment thereon that are caused by, or result from, risks insured against under any insurance policies carried by Licensee and in force at the time of any such damage. Licensee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Licensor, Association Manager and Site Manager in connection with any damage covered by any policy. To the extent the insurance company or companies insuring Licensor, Association Manager and Site Manager will authorize such a change, Licensor, Association Manager and Site Manager shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Licensee in connection with any damage covered by the policy. No party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Agreement.

#### **19. DEFAULT**

(A) The following shall be deemed to be events of default by Licensee under this Agreement:

1. The License Fee provided for in Section 3 of this Agreement remains unpaid for ten (10) days after the date upon which the same becomes due and payable;
2. Licensee fails to comply with any of the terms, conditions and covenants herein and does not cure such default within thirty (30) days after written notice thereof to

Licensee or, if such default cannot reasonably be cured within the thirty (30) day period, Licensee has not commenced to cure such default within the thirty (30) day period with reasonable diligence and in good faith and does not cure such default within sixty (60) days after the date of such notice;

3. The non-renewal, revocation or cancellation of the common carrier construction permit and/or license issued to Licensee by the FCC for purposes of conducting its communications operations from the Premises;

4. Licensee files a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Licensee becomes the subject of any involuntary bankruptcy proceedings under any such laws or is adjudged bankrupt or insolvent in proceedings filed against Licensee thereunder. If the bankruptcy court or trustee fails to permit termination of this Agreement pursuant to this Section, then Licensor shall be entitled to demand that Licensor provide the insurance required in Section 17 above not through self-insurance but through a reputable company or companies qualified to issue insurance in the state of California and approved by Licensee, such approval shall not be unreasonably withheld.

(B) Upon the occurrence of any such default, Licensor may terminate this Agreement and remove all of Licensee's equipment from the Premises, store the same at Licensee's expense and relicense the Premises all without prejudice to any other remedies Licensor may have provided for herein or by law. Any damages occasioned by such removal will be expressly waived by Licensee.

Any equipment so removed will be returned to Licensee upon payment in full of all storage costs and past due license fees, if any past due license fees remain unpaid. If within thirty (30) days of such equipment removal, Licensee has not requested the return of its equipment and paid any sums owed for storage and fees, if any fees are due, then Licensor may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds, notwithstanding Section 5(A) above.

## 20. TERMINATION

At the option of Licensor, this Agreement shall terminate upon the occurrence of any of the following events effective as of the date of the occurrence thereof:

(A) If any of Licensor's equipment on the Premises is damaged or destroyed, in whole or in part, by fire, lightning, wind storm, hail, explosion, earthquake, collapse, aircraft or other vehicular induced damage, vandalism, malicious mischief, or any other event of casualty, whether insured against or not, in any such case as to render impracticable communications therefrom, which determination shall be in the sole discretion of Licensor. Licensor may, at its option and without termination of this Agreement, repair any of its equipment so damaged or destroyed and restore

Licensee to its use of Licensor's equipment upon completion of such repairs. Licensee shall be entitled to a prorated reduction in the License Fee required herein for any period during which Licensee's use is interrupted for the purpose of making such repairs to Licensor's equipment.

(B) Should Licensee install or have installed any equipment on the Premises other than that described in Exhibit "B" without first obtaining Licensor's written consent, Licensor may immediately terminate this Agreement, have all of Licensee's equipment removed from the Premises, and store such equipment at Licensee's expense all without prejudice to any other remedies Licensor may have provided for herein or by law. Any damages occasioned by such removal are expressly waived by Licensee. Any equipment so removed will be returned to Licensee upon payment in full of all storage costs and past due license fees, if any past due license fees remain unpaid.

(C) In the event of termination of this Agreement for any reason, Licensee's failure to remove its equipment within thirty (30) days thereof will result in the equipment being deemed abandoned. Abandoned equipment shall become the property of Licensor.

## 21. ASSIGNMENT

Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Premises, provided however, Licensee may assign this Agreement to its parent company, any subsidiary or affiliate or to any successor-in-interest without consent of Licensor. Licensee shall notify Licensor of any such assignment within thirty (30) days of the effective date of the assignment.

Licensee may assign its interests to an entity acquiring subject assets, after obtaining the proper written consent of Licensor. Prior to Licensor's consent to any assignment or transfer, Licensee agrees to provide to Licensor, (1) the name, legal composition and address of any proposed assignee or transferee, (2) a complete copy of the proposed assignment or transfer agreement, and (3) the best available financial statement of the proposed assignee or transferee or such other statement acceptable to Licensor, avowed or certified as correct by a financial officer of the proposed assignee or transferee. Any unauthorized assignment, transfer, mortgage, encumbrance or subletting shall be void, and shall constitute a breach of this Agreement.

Licensor agrees to respond to requests from Licensee for consent to assignment, consent to encumbrance, or estoppel certificates. If any such documents are prepared and/or executed by Licensor, Licensee agrees to reimburse Licensor for all internal and external costs incurred. If such costs are estimated to exceed five hundred dollars (\$500.00), Licensor shall notify Licensee before costs are incurred.

## 22. NOTICES

All statements, notices or communications which either party may desire or be required to give to the other, shall be in writing and shall be addressed to Licensor as follows:

**Bellefontaine Condominium Owners Association  
c/o American Tower, L.P.  
Attn: Contract Administrator  
501 Canal Blvd., Suite E  
Point Richmond, CA 94804**

with a copy to:

**Jay Hansen, Esq.  
Epsten, Danow, Howell & Gatlin  
16835 W. Bernardo Drive #109  
Rancho Bernardo, CA 92127**

or to Licensee as follows:

**AT & T Wireless PCS, LLC  
Attn: Property Management  
10000 Goethe Road  
Sacramento, CA 95827  
Telephone: (916) 843-8249  
Facsimile: (916) 843-8547**

with a copy to:

**Mr. Daniel E. Smith  
Attorney  
AT&T Wireless Services  
12900 Park Plaza Drive  
Cerritos, CA 90703-8573**

Either party may, by giving notice to the other in the manner provided herein, change its mailing address.

### **23. ATTORNEY FEES**

In the event that legal action is instituted to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs incurred from the losing party. Such attorney fees and costs may be included as a portion of any judgment granted.

### **24. WAIVER**

No waiver by Licensor of any default or breach of Licensee's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach by Licensee of the same or any other term, condition or covenant contained in this Agreement.

## **25. MODIFICATION**

This Agreement shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

## **26. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and entirely performed therein.

## **27. PARTIAL INVALIDITY**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

## **28. SUCCESSORS**

Subject to the provisions of Section 21, this Agreement shall inure to the benefit of and be binding upon the heirs, successors and legal representatives of the parties hereto.

## **29. CAPTIONS**

The captions or headings of sections of this Agreement are provided for convenience only, and shall not be of any force or effect in construing any provision of this Agreement.

## **30. SUPERSEDING AGREEMENT**

This agreement supersedes all prior agreements between Licensor and Licensee at the Premises.

## **31. TERMINATION**

Licensee may terminate this Agreement without any further obligation by either party to the other (a) upon the occurrence of a Default by Licensor with respect to the Agreement, (b) in the event that the Premises is Condemned or substantially damaged and/or destroyed and Licensor has not repaired or rebuilt the Premises within six (6) months of the occurrence of the occurrence of such damage or destruction, (c) in the event that Licensor is unable to correct interference to

Licensee's then-in-use signal or frequency after thirty (30) days pursuant to Section 7(c) of the Agreement, and (d) in the event that any permit or license necessary for Licensee's intended use of the Licensed Space is revoked, terminated, or cancelled due to no act or omission on the part of the Licensee.

32. WARRANTIES

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below; (b) Licensor represents and warrants that; (i) as long as Licensee is not in Default then Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises and (ii) Licensor's execution and performance of this Agreement will not violate and laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Licensor.

LICENSOR

LICENSEE

BELLEFONTAINE CONDOMINIUM  
OWNERS ASSOCIATION

AT & T WIRELESS SERVICES

By: WE Mitchell  
Name: MARCUS G. MITCHELL  
Title: PRESIDENT

By: [Signature]  
Name: Jose Morales  
Title: Director, So. Cal

Date: 04/04/2000

Date: 5/22/00

SITE MANAGER

AMERICAN TOWER, L.P.

By: ATC GP Inc., its sole General Partner

By: William Maguire  
Name: William C. Maguire  
Title: Vice President

Date: 4/13/2000

## Exhibit "A"

### Site Standards – Sixth Ave.

**American Tower Corporation works diligently to provide quality communication tower sites and adheres to the highest level of standards for on-going management of the sites. In order for all tenants to co-exist at ATC owned or managed sites we require all tenants to adhere to the same set of standards. All tenants, their employees and contractors are responsible for compliance of the site standards. The ATC Site Manager will be available to review and/or clarify these standards with the tenant's representative during the site walk.**

1. Installation will be completed in a neat, clean and professional manner.
2. All equipment shall be installed in the places assigned by the ATC Site Manager.
3. Licensee's name, phone number and frequencies shall be clearly marked on cabinets.
4. Equipment shall be grounded to the site grounding system.
5. Ground kits shall be used on all coax runs near the antenna, the building entrance and the point where the coax leaves the tower.
6. Loose metal objects, snap-on clips and wire wraps are not permitted on the towers, only ATC approved attachment hardware.
7. All metal parts used on the towers shall be stainless steel or hot-dip galvanized.
8. Cadwelding to the tower or drilling holes in any part of the tower is NOT permitted.
9. Tower riggers must be listed on the ATC approved tower rigger list.
10. Only coax or microwave elliptical wave-guide shall be used.
11. Coax runs in the buildings shall be superflex or LDF with 100% shield. Dual shield RG style cable is permitted in the buildings.
12. Loosely hung or excessively coiled cables are not permitted.
13. Interior cable runs shall be made in a neat, professional manner and approved by ATC Site Manager.
14. Four-hole cushion mounts (MTS or similar) shall be used whenever possible. When not possible, black nylon ties, strapping or other insulated clamps shall be used. The use of copper ties or similar metal strapping is not permitted.
15. MTS boots shall be used on those buildings with entry panels.
16. UHF connectors shall have a Teflon dielectric.
17. Spray-on foam filler is not permitted for filling conduit holes in wall feeds.
18. Isolators and cavities shall be used on ALL transmitters to the extent it is possible.
19. All transmitters shall include a harmonic filter, either low pass or band pass, as equipped by manufacturer.
20. All antenna mounts on the tower must be pre-approved in writing by ATC and only hot-dip galvanized mounts will be approved. Cold galvanized or plating is not permitted.
21. All work will be in compliance with prevailing ATC, OSHA and CAL-OSHA safety standards. In addition to the above standards, "Site Specific" instructions may also apply.
22. All cabinets and racks must be compatible with American Tower's earthquake safety system. All cabinets must have wheels mounted on the bottom and two eyebolts mounted to the top on two sides



**EXHIBIT "B"**

**Licensee's Equipment – Sixth Avenue**

**Antenna Equipment to be installed on Tower:**

	Sector #1	Sector #2	Sector #3
Quantity	Four (4) Panel	Four (4) Panel	Four (4) Panel
Manufacturer			
Type & Model	Allgon / 7200 / 120 watts	Allgon / 7200 / 120 watts	Allgon / 7200 / 120 watts
Antenna Weight/Length			
Line Type			
Line Quality & Diameter			
Antenna Mount Height			
Tower Leg			
Direction of Radiation			
Requested Mounting Position	50' Flush Mount on building	50' Flush Mount on building	50' Flush Mount on building

**Transmission and Other Equipment to be located in (check one):**

       Licensee's Building, or  Licensor's Building

	#1	#2	#3
Number of Cabinets	Three (3)		
# of Transmitters per Cabinet			
Manufacturer	Lucent		
Type & Model			
Type of Service			
Rack Dimensions			
Rated Power			
Call Sign			
TX Frequency	1945~1950 MHz		
RX Frequency	1865~1870 MHz		
Elec. Service Amps/Volts	200 Amps		
Number of Outlets			
Power Outlets			
ERP			
Dimensions (WxDxH)	28"(w)x28"(d)x66"(h)		
Combiner/#of Ports			
Cabinet also contains			
Ground Space Dimensions			

EXHIBIT C

Licensee's As-built drawings and structural (if applicable)