

EXHIBIT 1

**MASTER LICENSE AGREEMENT FOR INSTALLATION AND USE OF
TELECOMMUNICATIONS ANTENNAS AND SUPPORTING
EQUIPMENT ON LIGHT STANDARDS AND POLES**

This master license agreement for the installation and use of telecommunications antennas and supporting equipment on light standards and poles ("Agreement") is made as of April 11, 2013, by and between the City of Beverly Hills, a California municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware corporation doing business in California AT&T Mobility ("Licensee").

RECITALS

1. The Licensee desires to use space on certain City light standards and poles to augment its wireless telecommunications network in Beverly Hills, which supports the provision of telecommunications services to the businesses and residents located in or about the City.

2. The telecommunications antennas and supporting equipment that the Licensee wishes to install on the City's light standards and poles are known as a distributed antenna system ("DAS").

AGREEMENT

In consideration of the parties' performance of the promises, covenants, and conditions stated herein, the parties hereto agree as follows:

1. **GRANT OF LICENSE.** Subject to the terms of this Agreement and the issuance of all required permits, including but not limited to any permits required under Title 8, Chapter 2 of the Beverly Hills Municipal Code (the "Municipal Code"), City grants during the term of this Agreement to Licensee a nonexclusive and revocable license, which Licensee may exercise at its option to construct, install, operate, maintain, upgrade, and repair wireless telecommunications antennas (individually, an "**Antenna**," and, collectively, the "**Antennas**") on light standards and poles (including sign poles) owned by the City and located within the public right-of-way (each individually, a "**Light Standard**," and, collectively, the "**Light Standards**") in the general locations listed in the Project Description for DAS System (the "Project Description"), which is attached hereto as Exhibit A. Exhibit A is hereby incorporated by this reference along with all attachments thereto as though set forth in full.

The License is granted in consideration of all of the terms and conditions set forth herein, and both parties agree to comply therewith.

It is understood by the Parties that Licensee's installation, operation, maintenance, upgrade, and repair of the Antennas allowed by this Agreement will also include the right to: (a) construct, install, operate, maintain, upgrade, and repair in the public right-of-way both (i) such telecommunications equipment as is reasonably necessary for the operation of each Antenna (individually, a "**Cabinet**," and, collectively, the "**Cabinets**") and (ii) such utility wires, cables, conduits and pipes from the Cabinets to the Antennas and connections from a local telecommunications network to the Cabinets as are reasonably necessary for the operation of

each Antenna (collectively, the “Wires”); and (b) access the Light Standards and the Cabinets over such portions of the public right-of-way adjacent thereto as are reasonably necessary therefor (collectively, the “Adjacent Property”). Licensee agrees that any such actions and installations shall be consistent with the requirements of this Agreement and the Project Description.

The purpose of the Project Description is to describe the proposed project for review under the California Environmental Quality Act and the sites as constructed will substantially comply with the Project Description. City will not unreasonably withhold its consent to modifications to the Project Description that are in substantial compliance with its original terms. The Project Description may also be amended from time to time to allow Licensee to add additional Antennas to additional Light Standards subject to all the same terms and conditions of this Agreement and subject to the review and approval of the City Manager, or his or her designee, without further review by the City Council if the proposed additional amendments are substantially similar to the Antennas described in the Project Description as of the Commencement Date. The City and Licensee agree to reasonably cooperate and to act in good faith with respect to the future addition or removal of Antennas. Amendments to allow Licensee to add any other proposed additional equipment or facilities must be approved by the City Council. AT&T reserves the right to decide whether to build the Project and each and every specific site described in the Project Description; nothing in this Agreement or the Project Description obligates AT&T to build any part of the DAS or any specific site and nothing in this Agreement shall be interpreted to require AT&T to build the DAS, any specific site or combination of sites.

The Project Description lists the general location of every Light Standard subject to this Agreement, which locations shall be collectively referred to herein as the “License Areas.” Except as specifically stated in this Agreement, City makes no warranties or representations regarding the condition of the License Areas.

In the event that the City needs to complete any preliminary work on or near any of the Light Standards to accommodate the Licensee’s Antennas, the City will make a good faith effort to include such work in its normal work load schedule to the extent requested by the Licensee.

In the performance and exercise of its rights and obligations under this Agreement, Licensee shall comply with all applicable rules, regulations, requirements and orders of the Federal Communications Commission concerning interference with other systems, including systems on public or private rights-of-way, traffic signals, street lights, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable or satellite television and telecommunications facilities, utilities, or municipal property.

The license granted to Licensee is nonexclusive. Nothing in this Agreement shall limit the City’s authority or discretion to allow persons other than Licensee to collocate wireless telecommunication facilities on any Light Standard or any other facility owned by the City, whether or not subject to this Agreement; provided such collocations: are technically feasible; do not interfere with Licensee’s ability to construct, install, operate, maintain, upgrade, or repair its

Antennas and related equipment; and do not degrade or otherwise interfere with Licensee's wireless communications signals. In the event that the City seeks to allow persons other than Licensee to collocate wireless facilities on any Light Standard subject to this Agreement, Licensee shall have the opportunity to review the collocation plans before the collocation occurs to determine, in Licensee's reasonable discretion, whether or not the collocation is likely to interfere with Licensee's ability to construct, install, operate, maintain, upgrade, or repair its Antennas and related equipment, or likely to degrade or otherwise interfere with Licensee's wireless communications signals. City will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of any Light Standard if such use would likely interfere with Licensee's quiet enjoyment of its rights under this Agreement. City will notify Licensee in writing prior to granting any third party the right to install and operate equipment on any Light Standard.

City will not use, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the License Areas in any way that unreasonably interferes with Licensee's quiet enjoyment of its rights under the Agreement, provided that nothing in the Agreement shall restrict the City's authority to manage access to the public right-of-way in a manner consistent with Licensee's rights under the Agreement. In the event of any interference caused by the City, its employees, tenants, licensees, invitees, agents or independent contractors, City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned 24-hour cure period, City shall cease all operations which are reasonably suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

2. **REPLACEMENT LIGHT STANDARDS.** Licensee may, at its sole cost and expense, replace the existing Light Standards with replacement Light Standards suitable for use with the Antennas (individually, a "**Replacement Light Standard**," and, collectively, the "**Replacement Light Standards**"), subject to the specifications (including appropriate base size) of the City's Civil Engineering Department. City's Inspector shall determine the actual location for each Replacement Light Standard at the time of its installation. Upon acceptance of each Replacement Light Standard by City, ownership thereof shall be transferred to City and the same shall constitute a Light Standard.

In the event that any Replacement Light Standard is damaged or becomes inoperable for any reason and the City determines that such condition constitutes an immediate threat to the public health or safety, it may replace the damaged or inoperable Replacement Light Standard with its own Light Standard at its own cost and without prior notice to Licensee. Licensee shall have the subsequent right to install a new Replacement Light Standard at its sole cost and expense and subject to all other terms and conditions of this Agreement.

3. **RELOCATION OF LICENSE AREAS.** City shall have the right to relocate the License Areas to alternate locations in accordance with the following: (a) City shall only have the right to do so once per Antenna during the "Initial Term" and each "Extended Term" (as those terms are defined below), as applicable; (b) the alternate locations shall allow Licensee to make substantially the same use thereof as Licensee made of the existing License Areas as

allowed by this Agreement; (c) the relocation shall be accomplished at the sole cost and expense of City; (d) City shall provide Licensee with at least one hundred twenty (120) days notice thereof; (e) the "License Fee" (as defined below) for any affected light Standard shall be abated for any time during the relocation process that Licensee is not able to conduct its business as otherwise contemplated by this Agreement; and (f) City and Licensee shall amend this Agreement to identify the alternate locations of the License Areas.

4. REPLACEMENT OF CABINETS. The Parties recognize that current technology may not reasonably permit Cabinets smaller than those included in the Project Description. AT&T acknowledges that the City prefers smaller cabinets in the right-of-way when economically and technologically feasible. City shall have the right to request replacement of the then existing cabinets with smaller cabinets in accordance with the following: (a) City shall only have the right to do so once per Antenna during the "Initial Term" and each "Extended Term" (as those terms are defined below); (b) within 180 days of receipt of a written request from the City, AT&T shall replace the identified cabinets with smaller facilities if it decides in its sole discretion that such replacement is economically and technologically feasible to do so in accordance with all applicable laws.

5. SCOPE OF PERMITTED USE. This Agreement shall not convey any property interest to Licensee nor shall Licensee claim under this Agreement any property interest in the City's public right-of-way. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to Licensees under the laws of the State of California. Licensee's use of the public right-of-way under the Agreement shall not give rise to any vested right. Nothing in this Agreement shall be construed as granting Licensee a franchise. Each party to this Agreement acts as an independent contractor and not as an employee of the other party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency between the City and the Licensee. Any and all rights granted to Licensee by and through this Agreement are subject and subordinate to the continuing right of the City and its assigns to use all of the public-right-of way in the performance of their duties, functions, and operations, which include but are not limited to laying, installing, maintaining, protecting, replacing, and removing, traffic signals, street lights, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric lines, telephone lines, cable television lines, and other utility and municipal uses, together with appurtenance thereof and with right of ingress and egress, along, over, across, and in the public right-of-way. Licensee shall have the duty to remove, relocate, and rearrange its equipment in accordance with the reasonable and necessary requirements of the City and the terms of this Agreement.

6. PERMITS. All work performed pursuant to the rights granted in this Agreement is subject to the prior review and approval of the City in accordance with its permitting procedures, including but not limited to those specified in Title 8, Chapter 2 of the Municipal Code. Licensee must obtain all required permits. Licensee must pay any and all permit, inspection, and related cost-recovery fees of the City consistent with California Government Code Section 50030, prior to performing any work within the City's public right-of-way.

a. Excavation Permits. Before conducting any work, Licensee must obtain permits from the City for the installation of the Equipment and for any other work within the City's public right-of-way as required by the Code. The installation of any equipment shall require the approval of any officials specified by the Code. Before conducting any work, Licensee shall submit all plans, schedules, and information required by the Code and the officials charged with its implementation and shall submit all required fees and bonds or other security required in accordance with the Code. All work within the public right-of-way shall be performed in strict compliance with issued permits. Licensee shall promptly submit to the City accurate as-built plans and record drawings certified by a professional engineer showing in detail, the location, depth, and size of all Licensee's facilities in the public right-of-way within sixty (60) days of completion of any additions or alterations to its equipment. Such plans shall be submitted in the form and with the detail required by the City. This Agreement shall neither prevent nor prohibit the City from establishing additional conditions on any approval of Licensee's encroachment or excavation permits nor exempt Licensee from any generally applicable annual registration requirement the City might impose.

b. Construction Permits. Licensee must obtain any necessary construction and building permits by application to the City Engineer pursuant to the City's generally applicable permit procedures and fees and shall pay all processing, field marking, engineering and inspection fees in connection with such construction permits in accordance with the rates in effect at the time of payment. All construction work shall be completed in accordance with the requirements of the Code, this Agreement, and the City's standard specifications.

c. Additional Staffing. If, in the reasonable discretion of the City Manager or his or her designee, the City and its regular staff would be unable to process (or if, in fact, standard City staffing fails to result in processing of) permits and approvals or discretionary actions and approvals as promptly as required to meet Licensee's schedule and Project Description, the City shall, after consultation with the Licensee, hire sufficient project managers, temporary plan check, inspection, engineering and other personnel or additional consultants for such actions as reasonably necessary to meet Licensee's requirements, at Licensee's sole cost and expense. The City shall consult in good faith with Licensee as to the need for, and cost of, any additional consultants to be hired pursuant to this Section provided that the City shall retain the sole discretion as to selection of any such parties. Any additional consultants to be hired pursuant to this Section shall perform tasks relating only to Licensee's permits and applications, and not tasks related to other applicants. In order to provide the City with advance notice of upcoming applications for permits and approvals, Licensee shall supply to the City, no later than January 1 of each year, a list of the various permits and approvals that it reasonably anticipates will be requested during that year. Such list shall be updated quarterly, unless agreed to sooner by the Parties. To the extent: (i) any outside consultants or exclusively dedicated staff performs work on the Project under this Section and Licensee reimburses City for all costs of such consultants or staff as provided above, and (ii) such work replaces work that would have otherwise been performed by standard City staff under normal processing conditions, Licensee shall be entitled to a credit for such consultant fees or special staff reimbursement charges against the standard processing fees paid by Licensee or which normally would have been otherwise required to be paid by Licensee. Licensee shall pay all reimbursements to the City required under this Agreement within 30 days after it receives an invoice identifying such

reimbursable expenses; provided, Licensee shall have the right to audit such costs, at its expense, upon request. Nothing in this Section waives any rights that Licensee may have under federal or state law to seek judicial relief in the event that the City's review and determination of Licensee's permits and applications is unreasonably delayed.

7. TERM.

a. Initial. This Agreement shall be effective as of the date of execution by both parties; provided, however, the initial term shall be for 8 years (the "**Initial Term**") commencing on the date that is ninety (90) days after the date of this Agreement (the "**Commencement Date**") at which time license fee payments shall commence.

b. Extension Terms. Provided Licensee is not in default beyond any applicable cure period under the terms of this Agreement as of the end of the Initial Term or then-current Extended Term, as applicable, this Agreement may be extended subject to the approval of the City Council and all of the provisions contained in this Agreement for two (2) separate and successive five (5) year periods following expiration of the Initial Term (individually, an "**Extended Term**," and collectively, the "**Extended Terms**"). If Licensee desires an Extended Term, it shall submit a request to the City Manager at least ninety (90) days before the expiration of the Initial Term or then-current Extended Term. Licensee shall have no other right to extend the term of this Agreement unless the City and Licensee agree otherwise in writing. If a new license has not been executed by the parties by the expiration date of the Term, if there are no Extended Terms, or by the expiration date of the last Extended Term, then the City shall allow the Licensee to remove the Antennas and related equipment.

c. Meet and Confer. On or about the seventh (7th) anniversary of the Commencement Date, the Parties shall meet and confer regarding the status of the Agreement. At that time, the City may request Licensee to provide information regarding the feasibility of replacing the Antennas, Cabinets, or both with less obtrusive equipment. Licensee shall comply in good faith to any such request, provided that nothing in this paragraph shall obligate Licensee to replace any of its equipment.

7. LICENSE FEES. Licensee shall pay to the City an annual license fee each year or part thereof for each Light Standard or pole upon which Licensee installs facilities in the License Areas pursuant to this Agreement. The annual license fee during the first year following the Commencement Date shall be based on the following schedule:

- \$2,794 per Light Standard or pole for the first 25 Light Standards or poles (1 through 25)
- \$2,450 per Light Standard or pole for the next 25 Light Standards or poles (26 through 50)
- \$2,150 per Light Standard or pole for the next 50 Light Standards or poles (51 through 100)

- \$1,700 per Light Standard or pole for any Light Standard or pole over 100

The rates in the above schedule shall automatically increase each and every year of this Agreement upon the anniversary of the Commencement Date by 3% or the percentage increase in the CPI, whichever is greater. During the first year following the Commencement Date, the license fee payment for each Light Standard or pole must be made within fifteen (15) calendar days from the date an excavation permit has been issued for that Light Standard or pole pursuant to Title 8, Chapter 2 of the Municipal Code. Subsequent license fee payments must be made on or before each anniversary of the Commencement Date. All payments made by Licensee to City under this Section shall be non-refundable, non-cancelable, and in addition to any of the City's customary and usual permit fees for which Licensee may be liable. Licensee shall make all fee payments due hereunder to the Office of the Cashier of City at 455 North Rexford Drive, Beverly Hills, California 90210, or at such other address or to such other persons as City may from time to time designate in writing at least thirty (30) days in advance of any payment date.

8. USE; APPROVALS; REQUIRED IMPROVEMENTS.

a. Licensee shall use the License Areas only for the purpose of constructing, maintaining, and operating wireless telecommunications facilities consistent with the Project Description and for no other use ("Permitted Use").

b. City agrees that Licensee's ability to use the License Areas is contingent upon the suitability of the License Areas for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the License Areas, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits.

c. Licensee may perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the License Areas, necessary to determine if the Licensee's use of the License Areas will be compatible with Licensee's engineering specifications, system, design, operations or Governmental Approvals. Licensee shall be obligated to restore the License Areas to condition received following any testing. Licensee is responsible for the removal and disposal of any soil resulting from Licensee's testing.

d. Licensee shall install all improvements at Licensee's sole cost and expense.

9. ALTERATIONS AND IMPROVEMENTS. Licensee shall make no alterations, additions, or changes to the License Areas beyond those described in the Project Description unless and until Licensee first obtains City's written approval thereof in the City's absolute and sole discretion. Notwithstanding the foregoing, City's consent shall not be required for equipment repairs or for replacements with equipment that is of a "like kind" (i.e., substantially the same), provided that in the case of replacements, City receives at least ten (10) days' prior written notice thereof together with a written explanation as to how the replacements are "like

kind” and provided, further, that no additional cabinets, antennas or other additions or expansions shall be permitted. The foregoing shall not affect the obligation of Licensee to obtain approvals and/or permits from the City in its governmental capacity, if required under applicable law.

10. **CONDITIONS OF CONSTRUCTION.** All work by Licensee on the License Areas shall be substantially consistent with the Project Description and comply with such reasonable rules as City may promulgate in writing from time to time and of which Licensee is provided notice. In the event of any conflict between the Project Description and the City’s then applicable rules, the City Rules shall control. Once the work has begun, Licensee shall prosecute all construction to completion with diligence. All work shall be performed in a good and workmanlike manner, shall substantially comply with the plans and specifications submitted to City and shall comply with all applicable governmental permits, laws, ordinances and regulations. Licensee shall pay for all costs and expenses associated with construction done by Licensee, or on behalf of Licensee, on the License Areas as permitted or required by this Agreement. Licensee shall keep the License Areas free and clear of all stop notices and mechanics’ and materialmen liens resulting from construction done by, or on behalf of, Licensee. Licensee shall defend and indemnify “Indemnitees” (as defined below) against all liability and loss of any type arising out of work performed on the License Areas by Licensee, together with reasonable attorneys’ fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such claims.

11. **MAINTENANCE.** City, at its sole cost and expense, shall at all times maintain its Light Standards and poles in good order, condition cleanliness, and repair, reasonable wear and tear excepted. Licensee, at its sole cost and expense, shall at all times maintain in good order, condition, cleanliness, and repair, reasonable wear and tear excepted, its Antennas, Cabinets, and Wires, and the License Areas and all parts thereof, including, without limiting the generality of the foregoing, all electrical facilities, and all equipment within the License Areas. If Licensee fails to promptly make repairs or maintain any improvements or landscaping, City shall have the right to do so and Licensee shall pay the reasonable cost thereof within ten (10) days after written demand. All maintenance work by Licensee on the License Areas shall comply with such reasonable rules as City may promulgate in writing from time to time regarding construction and maintenance in or on the Building and of which Licensee is provided notice. Without limitation of other reasonable rules, Licensee acknowledges that a rule prohibiting non-emergency work during the hours from 9:00 P.M. until 8:00 A.M. is reasonable. In the event that the City determines that it needs to replace a Light Standard or pole upon which Licensee has placed its Antennas for reasons attributable to ordinary wear and tear, the City shall do only with prior notice to Licensee. Licensee shall have the subsequent right to install replacement Antennas at its sole cost and expense and subject to all other terms and conditions of this Agreement.

12. **PROHIBITED USES.** Licensee shall not do or permit anything to be done in or about the License Areas nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the License Areas, or cause a cancellation of any insurance policy covering the License Areas or any part thereof or any of its contents. Licensee shall not do or permit anything to be done in or about the License Areas

which will in any way obstruct or interfere with radio or other equipment that City may have, nor shall Licensee cause, maintain or permit any nuisance in, on or about the License Areas. Licensee shall not commit or allow to be committed any waste in or upon the License Areas.

Except as described in the last paragraph of this Section, Licensee shall not cause or permit any "Hazardous Substances" (as defined below) to be used, stored, generated or disposed of on or in the License Areas by Licensee, Licensee's agents, employees or contractors without first obtaining City's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the License Areas (including as described in the last paragraph of this Section 9), or if the License Areas becomes contaminated in any manner for which Licensee is legally liable, Licensee shall indemnify and hold harmless Indemnitees from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the License Areas, damages caused by loss or restriction of usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, reasonable attorneys', consultant, and expert fees) arising during or after the term of this Agreement and to the extent arising as a result of that contamination, except to the extent caused by City or City's agents, employees or contractors. This indemnification includes, without limitation, any and all reasonable costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the License Areas which results in contamination, Licensee shall promptly, at Licensee's sole cost and expense, take any and all necessary actions to return the License Areas to the condition existing prior to the presence of any such Hazardous Substance on the License Areas or as close as reasonably possible to such prior condition and in any event, to a condition which complies with law and requires no further action or remediation. Licensee shall first obtain City's approval for any such remedial action, which City agrees not to unreasonably withhold, condition, or delay. The provisions of this paragraph shall be in addition to any other obligations and liabilities Licensee may have to City at law or equity and shall survive the expiration or the termination of this Agreement. For purposes of this Agreement, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of California, or the United States Government. "Hazardous Substance" also includes, without limitation, any and all materials, or substances that are defined by law as "hazardous waste," "extremely hazardous waste" or a "hazardous substance." "Hazardous Substance" also includes, but is not limited to, asbestos, polychlorobiphenyls and oil, petroleum and their by-products.

City warrants and agrees that neither City nor, to City's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the License Areas in violation of any law or regulation, except that City has treated and will continue to treat with various chemicals water stored at 1201 Coldwater Canyon Drive, 345 Foothill Road, 1180 Loma Vista, and 1820 Loma Vista.

Notwithstanding anything to the contrary in this Section, City and Licensee acknowledge that Licensee may use and maintain on the License Areas back-up batteries and cleaning solvents (all in accordance with applicable law) and that the presence, use, maintenance and disposal of

such items in accordance with applicable law shall not constitute a violation or breach of this Section.

13. **LIENS.** Licensee shall keep the License Areas free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Licensee.

14. **ASSIGNMENT AND TRANSFER.** The license granted to Licensee under this Agreement is personal to Licensee. Licensee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein, or any right or privilege appurtenant hereto, or sublicense all or any portion of the License Areas, or allow any other person (the employees, agents, servants and contractors of Licensee excepted) to occupy or use the License Areas, or any portion thereof, without first obtaining the consent of City, which consent may be withheld in City's sole and absolute discretion. Notwithstanding the foregoing, City consent shall not be required if all of the following conditions are satisfied: (a) the City receives prior written notice of the applicable transaction together with written evidence that the transaction is one of the transactions described in the following clause (b) such that City's consent is not required; (c) the assignment is made as partial security for financing of the equipment to be installed in the License Areas, or the proposed assignee is (i) a corporation or partnership (a "Parent") having, directly or indirectly, a one-third (1/3) or greater ownership interest in Licensee, (ii) a corporation or other entity with which Licensee and/or any Parent may merge or consolidate, (iii) a purchaser of substantially all of the outstanding ownership units or assets of Licensee and/or any Parent, and/or (iv) any transferee of Licensee's Federal Communications Commission cellular license in the market defined by the FCC in which the License Areas is located; (d) Licensee shall remain fully liable during the unexpired term of this Agreement; and (e) any such assignment, sublicense or transfer shall be subject to all of the terms, covenants and conditions of this Agreement and the assignee, sublicensee or transferee shall expressly assume for the benefit of City the obligations of Licensee under this Agreement by a document reasonably satisfactory to City. City's consent to one assignment, sublicensing, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, sublicensing, occupation or use by another person. Neither the City's consent to any sublicensing or assignment, nor any sublicensing or assignment not requiring consent, shall release Licensee from liability under this Agreement. Any assignment or sublicensing in violation of this Section shall be void, and shall, at the option of City, constitute a default under this Agreement. If Licensee is a partnership, joint venture or limited liability company, a withdrawal, addition or change (voluntary, involuntary, by operation of law or otherwise) of any of the general partners, venturers or managers thereof, or if Licensee is composed of more than one person, a purported assignment or transfer (voluntary or involuntary, by operation of law, or otherwise) from one thereof unto the other or others thereof, or if Licensee is a corporation or limited liability company, a change in the ownership (voluntary or involuntary, by operation of law, or otherwise) of one-third (1/3) or more of its capital stock or ownership interests, shall be deemed an assignment subject to the provisions of this Section.

15. **LATE PAYMENT.** A late payment charge of ten percent (10%) of any required payment to City shall be paid by Licensee if such payment is not paid to City on or before the tenth (10th) day after the date on which such payment is due. The parties hereby agree that such

late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Licensee. Acceptance of the late charge by City shall not constitute a waiver of Licensee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

16. INDEMNIFICATION. Licensee shall indemnify and hold harmless City, City's City Council and each member thereof, and City's officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, liabilities, losses, damages, costs and expenses to the extent arising from Licensee's use of the License Areas or from the conduct of its business or from any activity, work or other things done or suffered by Licensee in or about the License Areas, and shall further indemnify and hold harmless Indemnitees from and against any and all claims, liabilities, losses, damages, costs and expenses to the extent arising from any breach or default in the performance of any obligations on Licensee's part to be performed under the terms of this Agreement, or to the extent arising from any act, omission or negligence of Licensee, or any officer, agent, contractor, employee, guest or invitee of Licensee, and from reasonable costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Licensee shall not be required to indemnify the Indemnitees to the extent any claims arise from the active negligence or willful misconduct of City and the Indemnitees. If any action or proceeding is brought against Indemnitees by reason of any such claim, Licensee, upon notice from Indemnitees, shall defend Indemnitees at Licensee's expense by counsel reasonably satisfactory to Indemnitees. Licensee, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the License Areas, from any cause that is a result, either directly or indirectly, of Licensee's use of the License Areas; and Licensee hereby waives all claims in respect thereof against City and Indemnitees, except to the extent caused by the active negligence or willful misconduct of City or the Indemnitees. Licensee shall give prompt notice to City in case of casualty or accidents in the License Areas. City and Indemnitees shall not be liable for any loss or damage to persons or property resulting from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, or any other cause whatsoever. City and Indemnitees shall not be liable for interference with the light, air, or for any latent defect in the License Areas.

Except for the preceding paragraph in this Section 16, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

17. INSURANCE.

a. Liability. Licensee agrees that at all times during the term of this Agreement and any renewal or extension thereof, it shall, at Licensee's sole cost and expense, maintain in force commercial general insurance policies which will insure Licensee, City and the other Indemnitees as respects this Agreement in an amount of Three Million Dollars (\$3,000,000) combined single limit per occurrence and in the aggregate for any injury to persons

and/or damage to property in or about the License Areas by reason of the negligent use and occupation by Licensee, its employees, and its agents as set forth on the standard ACORD Certificate of Insurance together with endorsement. Not more frequently than once every term, if, in the opinion of the insurance broker or consultant retained by City, the amount of commercial general liability insurance coverage at that time is not adequate, Licensee shall increase the insurance coverage as reasonably required by City's insurance broker or consultant.

b. Fire. Licensee shall, at Licensee's sole cost and expense, obtain and at all times during the term hereof maintain in effect, insurance covering: (a) the improvements to the License Areas made by or on behalf of Licensee, at Licensee's expense under this Agreement; (b) Licensee's fixtures, furnishings, and equipment located in the License Areas; and (c) all alterations, additions, and changes made in or to the License Areas during the term of this Agreement at Licensee's expense, providing protection to the extent of not less than the insurable value of all such items against any peril included under insurance industry practices in the jurisdiction of the License Areas within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage. Permission is granted to Licensee to self insure this coverage. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the License Areas, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them in accordance with the Indemnification provisions of this Agreement. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. Licensee's policies of insurance, if any, concerning the License Areas shall waive the insurer's right of subrogation against City in accordance with the Indemnification provisions of this Agreement.

c. Certificate. Such policies shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of A-VII or better. Such policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without endeavoring to provide City at least thirty (30) days' prior written notice thereof by such carrier. Licensee agrees that it will not cancel or reduce such insurance coverage. At all times during the term of this Agreement and prior to taking possession of the License Areas, Licensee shall provide the City Clerk of City a certificate from the insurance carrier or carriers showing that such insurance policies are in effect in the amounts provided above. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LICENSEE SHALL NOT HAVE THE RIGHT TO ENTER OR PERFORM ANY WORK ON THE LICENSE AREAS UNTIL SUCH CERTIFICATE OR CERTIFICATES ARE FILED WITH THE CITY CLERK OF CITY.

d. Lapsed Insurance. Licensee agrees that if it does not keep such insurance in full force and effect, City may, after ten (10) days written notice to Licensee, take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed to be a part of the annual license fee of the License Areas in addition to the usual fees and payable

as such within ten (10) days after written demand from City, including reasonably supporting documentation.

e. Right to Self-Insure. Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section. In the event that Licensee elects to self-insure its obligation to include City as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) City shall promptly provide Licensee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section no later than ten (10) business days after notice thereof and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) City shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Licensee; and (3) City shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit or the like.

18. **UTILITIES AND SERVICES.** Licensee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, electricity, gas, water and telephone service (if any) and for all connection charges. If Licensee fails to pay when due any charge, lien or expense for any such utility or service, City may in its sole discretion pay the same, and any amount so paid by City shall be paid by Licensee to City within ten (10) days after written demand from City to Licensee, including reasonable supporting documentation.

19. **SIGNS.** Except for signs required to be placed on the License Areas under Laws (as defined below), Licensee shall not, without City's prior approval, install or affix any lighting fixtures, shades, awnings, or decorations (including, without limitation, exterior painting), advertising signs, other signs, lettering, placards or the like on the improvements made by Licensee on the License Areas.

20. **COMPLIANCE WITH LAWS.** Licensee agrees to comply with all existing and future ordinances, rules, laws and regulations (collectively "Laws") that are applicable to the License Areas or the operations of Licensee on the License Areas (including, without limitation, the posting of required FCC RF signs). This Agreement may be modified as appropriate to comply in good faith with any statute or final, non-appealable, and binding rule adopted by the Federal Communications Commission, the California Public Utilities Commission, or other governing body to the extent necessary to comply with any statute or rule, and the parties shall enter into good faith negotiations regarding modifications to this Agreement. Upon the failure to reach a mutually satisfactory modification within one hundred and eighty (180) days of the commencement of such efforts, either party may terminate this Agreement upon 90 days prior written notice. In the event of giving such notice, this Agreement shall expire and all interest of Licensee in the License Areas shall terminate on the date so specified in such notice and the license fees, reduced by a proportionate reduction, shall be paid up to date of such termination.

21. **RESERVATIONS.** City reserves the right to enter and work in the License Areas, including, without limitation, the right to construct, improve, use, maintain and repair utilities, services, pipes and conduits, so long as such easements do not unreasonably interfere

with the use of the License Areas by Licensee (except that, in the case of an emergency, City will be entitled to interfere with Licensee's use to the extent necessary, in City's good faith discretion, to properly address the emergency).

22. TAXES AND ASSESSMENTS. Licensee shall pay or cause to be paid, before delinquency, any and all taxes and assessments levied and assessed against its interest in the License Areas, upon all Licensee's improvements, equipment, furniture, fixtures, and any other personal property located in or on the License Areas, or which become a lien against the License Areas or Licensee's interest therein or its property.

23. RULES AND REGULATIONS. Licensee shall faithfully observe and comply with the reasonable rules and regulations that City shall from time to time promulgate and/or modify for the safety, care, and cleanliness of the License Areas. The rules and regulations shall be binding upon Licensee upon delivery of a copy of them to Licensee. If there is a conflict between the rules and regulations and any of the provisions of this Agreement, the former shall prevail.

24. LICENSEE'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee: (a) The vacating or abandonment of the License Areas by Licensee before the expiration of the Initial Term or Extended Term of the Agreement; (b) The failure by Licensee to make any payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of five (5) business days after written notice thereof is given to Licensee by City; (c) The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Licensee, other than described in subsection (b) above, where such failure shall continue for a period of thirty (30) days after City gives written notice thereof to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or (d) The making by Licensee of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee's assets located at the License Areas or of Licensee's interest in this Agreement, where possession is not restored to Licensee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the License Areas or of Licensee's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

25. REMEDIES ON DEFAULT. In the event of any such default or breach by Licensee, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right granted by this agreement or remedy that City may have by reason of such default or breach, terminate Licensee's rights under this Agreement to enter, work in, or maintain its equipment on the License Areas by any lawful means, in which

case this Agreement shall terminate and Licensee shall immediately surrender possession of the License Areas to City. In such event City shall be entitled to recover from Licensee all damages incurred by City by reason of Licensee's default, including necessary renovation and alteration of the License Areas; reasonable attorneys' fees; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid fees and other charges and adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Licensee proves could be reasonably avoided. Unpaid fees or other sums due under this Agreement shall bear interest from the date due at the maximum legal rate, and keep this Agreement in effect and such for license fees as they come due. The City may also pursue any other remedy now or hereafter available to City under the laws or judicial decisions or at equity of the State of California.

26. **DEFAULT BY CITY.** City shall not be in default unless City fails to perform obligations required of City within thirty (30) days after Licensee gives City written notice specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

27. **RECONSTRUCTION.** In the event Licensee's improvements on the License Areas, are damaged by fire or other perils covered by extended coverage insurance, Licensee agrees to repair the damage, and this Agreement shall remain in full force and effect, such reduction to be based upon the extent to which the damage and making of such repairs interfere with the business carried on by Licensee in the License Areas. If the damage is due to the fault or neglect of Licensee or its employees, there shall be no abatement of license fees. In the event the improvements are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, either party shall have the option to give notice to the other party at any time within sixty (60) days after such damage, terminating this Agreement as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Agreement shall expire and all interest of Licensee in the License Areas shall terminate on the date so specified in such notice and the license fees, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Licensee in the License Areas, shall be paid up to date of such termination.

28. **EMINENT DOMAIN.** If all or any part of the License Areas shall be taken or appropriated by any authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after such taking, to terminate this Agreement upon thirty (30) days' notice. If neither party elects to terminate as herein provided, the license fees thereafter to be paid shall be equitably reduced. In the event of any taking or appropriation whatsoever, City shall be entitled to any and all awards and/or settlements that may be given (other than awards for the taking of Licensee's personal property and/or trade fixtures), and Licensee shall have no claim against City for the value of any unexpired term of this Agreement.

29. **NOTICE.** Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given

hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

CITY: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: Director of Finance Administration

Copy to: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Attorney

LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Beverly Hills DAS
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

If by mail, copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Beverly Hills DAS
P. O. Box 97061
Redmond, WA 98073-9761

If by courier, copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Beverly Hills DAS
16331 NE 72nd Way
Redmond, WA 98052-7827

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via facsimile or electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval, or other communications hereunder.

30. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only to the parties hereto but each and every one of the heirs, executors, administrators, successors, assigns,

and legal representatives of the parties hereto; provided, however, that any sublicensing or assignment by Licensee of the whole or any part of the License Areas or any interest therein shall be subject to the provisions of Section 14.

31. SURRENDER. City agrees and acknowledges that all of the antenna structures (except footings), equipment, conduits, fixtures and personal property of Licensee installed or placed by Licensee in the License Areas shall remain the property of Licensee and Licensee shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable laws, provided that Licensee promptly repairs any damage caused by or related to such removal. At the expiration or within ninety (90) days after the earlier termination of the term of this Agreement (“Removal Period”), Licensee shall surrender the License Areas to City in the same condition as received, reasonable wear and tear excepted (and with the Licensee’s installations removed and all damage caused thereby, or related thereto, repaired).

32. ESTOPPEL. Each party shall deliver to the other, at its request, an estoppel certificate in a form reasonably satisfactory to the requesting party stating that this Agreement is in full force and effect, that the requesting party is not in default hereunder, except as otherwise specified, the license fees then payable, and the dates to which license fees have been paid.

33. GENERAL PROVISIONS.

a. Waiver. The waiver by City or Licensee of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any fees or payments hereunder by City shall not be deemed to be a waiver of any preceding default by Licensee of any term, covenant or condition of this Agreement, other than the failure of Licensee to pay the particular fee or payment so accepted, regardless of City’s knowledge of such preceding default at the time of the acceptance of such fee or payment.

b. Joint Obligation. If there is more than one Licensee the obligations hereunder imposed shall be joint and several.

c. Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

d. Time is of the Essence. Time is of the essence of this Agreement and each all of its provisions in which performance is a factor.

e. Time of Action. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as an official holiday by the City, the time for performance shall be extended to the following Business Day.

f. Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

g. Inability to Perform. The time stated in this Agreement for the performance of any act (other than the payment of money) by either party shall be extended for the period of time that the party shall be delayed or prevented from performing by reason of strikes, acts of nature, or any causes beyond the reasonable control of the party claiming the extension, provided that the party claiming the extension has notified the other of such delay or prevention within fifteen (15) days of the inception thereof, and has thereafter notified the other party of the status of such delay or prevention not less often than once every fifteen (15) days.

h. Partial Invalidity. Any provision of this Agreement which shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

i. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

j. Authority of Licensee. If Licensee is a limited liability company, each individual executing this Agreement on behalf of such limited liability company represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such limited liability company, in accordance with the formation and organizational documents of such limited liability company, and that this Agreement is binding upon such limited liability company.

k. City's Approvals. Neither City's execution of this Agreement nor any consent or approval given by City hereunder in its capacity as City shall waive, abridge, impair, or otherwise affect City's powers and duties as a governmental body. Any requirements under this Agreement that Licensee obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Licensee obtains approvals or permits. However, City shall attempt to coordinate its procedures for giving contractual and governmental approvals so that Licensee's requests and applications are not unreasonably denied or delayed.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California without regard to its conflicts of laws rules or principles.

m. Dispute Resolution.

i. Informal Process. If a dispute between the parties arises in connection with this Agreement (a "Dispute"), the parties will nominate their respective representatives to be responsible for and exercise the appropriate authority to resolve all

Disputes. The parties will ensure that their respective representatives confer for a period of fourteen (14) days from the date of referral by either party. If final resolution cannot be achieved, the parties may resort to the procedures described in Sections 33(m)(ii) and (iii) hereunder.

ii. Mediation and Arbitration. In the event of a dispute between the parties with respect to this Agreement or the enforcement of rights hereunder, either party may, by notice to the other party (the "Mediation Notice"), require such dispute to be submitted to non-binding mediation with a mediator acceptable to the parties. If such mediation does not result in a settlement of the dispute within one hundred eighty (180) days from the date of the Mediation Notice, either party may require such matter to be submitted to binding arbitration in Los Angeles in accordance with the California Arbitration Act, Code of Civil Procedure Section 1280 et seq., and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall be a retired Judge of the Superior Court of the State of California, selected by agreement of the parties. If the parties cannot agree on an arbitrator, the court may appoint a qualified arbitrator, pursuant to the provisions of Code of Civil Section 1281.6 et seq. The fees of the arbitrator, and any administrative fee, shall be borne in equal shares by the parties to the arbitration. The prevailing party or parties in any such arbitration shall be entitled to recover from the other party or parties, his, her, or its attorneys' fees and costs, including costs of arbitration, incurred in connection therewith.

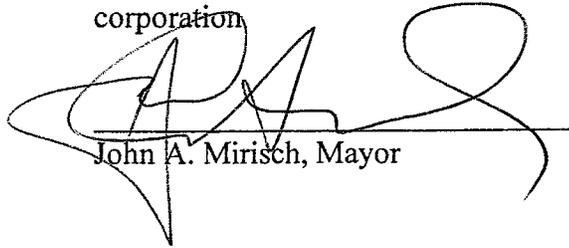
iii. Continuation of Rights. City will not interrupt or suspend or terminate the Licensee's rights granted under this Agreement or perform any action that prevents, impedes, or reduces in any way the Licensee's ability to exercise its rights under this Agreement, except as remedy for Licensee's default or unless this Agreement has been validly terminated in accordance with this Agreement.

[SIGNATURE BLOCK ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this License to Install Wireless Telecommunications Antennas on Light Standards/Poles and Cabinets for Supporting Equipment as of the date first above written.

CITY:

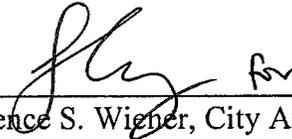
CITY OF BEVERLY HILLS, a municipal corporation


John A. Mirisch, Mayor

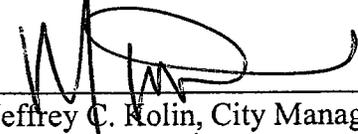
ATTEST:

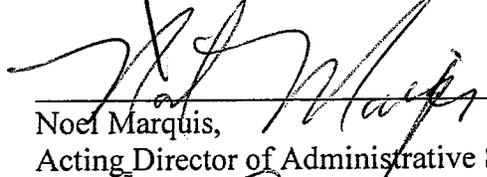

Byron Pope, City Clerk

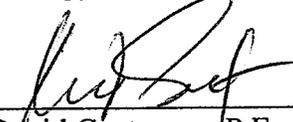
APPROVED AS TO FORM:


Laurence S. Wiener, City Attorney

APPROVED AS TO CONTENT

 for JK
Jeffrey C. Kolin, City Manager


Noel Marquis,
Acting Director of Administrative Services


David Gustavson, P.E.,
Director of Public Works and Transportation

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company, dba
AT&T Mobility

By:

By: 
Name Jon Morris
Its: Director

By:

By: _____
Name _____
Its: _____

EXHIBIT A

Project Description for DAS System in Beverly Hills