

OAKLAND CITY COUNCIL



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RESOLUTION NO. 83282 C.M.S.

2011 MAR 17 PM 3:44

RWH:ssl

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY AND CERTAIN RELATED MATTERS (OFFICE OF THE CITY ADMINISTRATOR)

WHEREAS, New Cingular Wireless PCS (“AT&T”) has requested that the Oakland Alameda County Coliseum Authority (the “Authority”) enter into a license agreement (the “License Agreement”) allowing AT&T to install a distributed antenna system (“DAS”) within the Arena located at the Oakland Alameda County Coliseum Complex (“Coliseum Complex”) to enhance AT&T cellular service within the Arena;

WHEREAS, the Authority’s agent, Oakland Coliseum Joint Venture (“OCJV”), has approved the design of the DAS; and

WHEREAS, AT&T will pay all the costs of installation and certain license fees as consideration for installation and use of the DAS; and

WHEREAS, on January 21, 2011 the Authority approved the License Agreement, contingent on final approval, respectively, by the City of Oakland and the County of Alameda; and

WHEREAS, the Authority desires to enter into the License Agreement; and

WHEREAS, the Management Agreement for the Coliseum Complex requires that the Authority obtain the approval of the City of Oakland and County of Alameda prior to executing the License Agreement; and

WHEREAS, the Authority determines that entering into the License Agreement is in the best interest of the Authority; and

WHEREAS, staff has provided the attached staff report recommending to the Oakland City Council that it approve and authorize the execution of the License Agreement; and

WHEREAS, staff has provided the attached true and correct copy of the License Agreement; and

WHEREAS, implementation of the License Agreement will not have a negative impact on the City of Oakland finances; and

WHEREAS, City of Oakland finances will benefit because revenues generated by the License Agreement will be applied to Authority operating expenses, thereby reducing the corresponding amount of funds that the City of Oakland must allocate to fund Authority expenses.

NOW, THEREFORE, the City of Oakland finds, determines, declares and

RESOLVES, that all the recitals above set forth are true and correct, and the City of Oakland so finds and determines; and be it

FURTHER RESOLVED, that the City of Oakland approves and authorizes the execution and delivery by the Authority's Chair of the License Agreement, in substantially the form as presented in the proposed License Agreement attached to the Staff Report accompanying this Resolution, with only those changes that the Authority shall approve. The Authority's secretary is hereby authorized to attest, to the extent required, the License Agreement; and be it

FURTHER RESOLVED, that the City of Oakland authorizes the Authority to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which the Authority may deem necessary or advisable in order to effectuate the purposes of this resolution; and be it

FURTHER RESOLVED, that the City of Oakland authorizes and directs the City Administrator, for and on behalf of the City of Oakland, to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which may deem necessary or advisable in order to effectuate the purposes of this resolution.

APR 5 2011

In Council, Oakland, California, , 2011

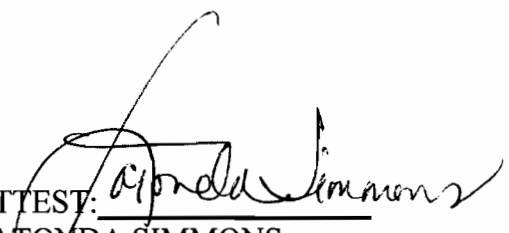
PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF, BRUNNER, and PRESIDENT REID - 8

NOES- 0

AB SENT- 0

ABSTENTION- 0

ATTEST: 
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

**Re: Resolution Approving and Authorizing the Execution of a License Agreement between New Cingular Wireless PCS and the Oakland Alameda County Coliseum Authority and certain related matters
(OFFICE OF THE CITY ADMINISTRATOR)**

ENCLOSURE (2)

THE LICENSE AGREEMENT

Market: Northern California
Cell Site Number: CN5953
Cell Site Name: Oracle Arena DAS
Fixed Asset Number: 10146243

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by and between **Oakland-Alameda County Coliseum Authority, a California joint powers authority organized and existing under applicable provisions of the California Government Code and an Amended and Restated Joint Exercise of Powers Agreement, dated December 17, 1996, by and between the County of Alameda (the "County") and the City of Oakland (the "City")**, having a mailing address of 7000 Coliseum Way, Oakland, CA 94621-1918 ("**Licensor**") and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Licensee**").

BACKGROUND

- A. WHEREAS, pursuant to an Amended and Restated Management Agreement entered into in March 2000 (the "**Management Agreement**"), Licensor operates and manages that certain plot, parcel or tract of land, improved with one or more structures (collectively, the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 7000 Coliseum Way, City of Oakland, in the County of Alameda, State of California, and commonly known as the Oakland-Alameda County Coliseum (collectively, the "**Property**") as more particularly described on **Exhibit 1A** attached hereto; and
- B. WHEREAS this Agreement is intended to relate only to a Distributed Antenna System or DAS (as defined below) to be constructed and installed on the arena parcel ("**Arena Parcel**") and does not include a DAS for the outdoor stadium parcel ("**Stadium Parcel**") except for License's use of the Equipment Space and certain Connections to and from the Equipment Space which may be located upon the Stadium Parcel (these are two separate parcels, each with its own APN, that comprise the Property).
- C. WHEREAS the Property is jointly owned in fee by the City and the County, and their approval of this Agreement is required pursuant to the terms of the Management Agreement; and
- D. WHEREAS Licensor's management agent, Oakland Coliseum Joint Venture, LLC, a Delaware limited liability company ("**OCJV**"), manages and operates many of the day-to-day business and game-day operations at the Property on behalf of Licensor; and
- E. WHEREAS Licensee acknowledges that Licensor has delegated to OCJV many of Licensor's rights and powers of day-to-day enforcement of access and other rules and restrictions under the Management Agreement; and
- F. WHEREAS Licensee, and those of its sublicensees, as applicable, desire to use a portion of the Property in connection with its federally licensed wireless communications business, and Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement, provided that in no event does Licensor intend to grant a leasehold interest an easement or any other interest in real estate to Licensee.

The parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.

2. **LICENSE OF PREMISES, CONNECTIONS & ACCESS.**

(a) **Premises.** Licensor hereby grants to Licensee during the Term upon the terms and subject to the conditions herein stated a license as follows: (A) the exclusive use of a certain portion of the Stadium Parcel (which is immediately adjacent to the Arena Parcel) containing approximately One Thousand Two Hundred Eighty-Four square feet (1,284 sq. ft.), including the air space above such ground space or room up to the existing ceiling height of such room (the "**Equipment Space**"); and (B) the exclusive use of areas located throughout the Arena Parcel for the placement of antenna nodes as described or depicted on the attached **Exhibit 1B**, or in such other future locations as Licensor and Licensee shall mutually approve after good faith consultation which locations are deemed sufficient in Licensee's reasonable determination for the operation of the antennas (the "**Antenna Space**"). The Equipment Space and the Antenna Space are hereinafter collectively referred to as the "**Premises**", as described on attached **Exhibit 1B**. In the event Licensee desires to reasonably expand the Equipment Space, and Licensee requires an additional portion of the Property (the "**Additional Equipment Space**"), Licensor agrees to consider, without obligation, licensing the Additional Equipment Space, upon the same terms and conditions set forth herein, except that the License Fee will increase by a proportionate amount equal to the then approximate rate per square foot that Licensee is paying to other stadium facilities in the San Francisco Bay Area for the use of space comparable to the Equipment Space portion of the Premises.

(b) **Connections.** Licensor also grants to Licensee during the Term (C) a non-exclusive license over, under, upon and through the Property to use such existing conduits, wires, cables, cable trays and other connections located on the Property (collectively "**Connections**") designated on **Exhibit 1B** or otherwise reasonably approved by Licensor which Licensee reasonably determines to be necessary to provide connections or utility services between the Equipment and/or the Antenna Space and the electric power and telephone sources on the Property and (D) at Licensee's sole cost and expense, the right to install, maintain, repair, replace and remove new Connections in discrete locations in, under, upon and through the Property subject to the approval of Licensor not to be unreasonably withheld, conditioned or delayed. Licensee shall coordinate with Licensor in good faith to implement new Connections in a manner which reasonably minimizes disturbance to the normal business and parking operations of Licensor at the Property. All Connections shall be installed at Licensee's sole cost and expense, and Licensor reserves the right to require Licensee to have such Connections submetered so that utility charges are charged directly to Licensee; but if submetering is not practicable, then Licensee shall be responsible for the marginal increase in power usage over each such Connection.

(c) **Access.** Additionally, and excepting such times as the Property is subject to emergency, police, fire, health or other restrictions due to bona fide emergency circumstances or public threat, Licensor hereby grants to Licensee, its employees, agents and contractors non-exclusive (i) daily access between the hours of 9:00AM to 5:00PM, (ii) daily extended hours of access (commencing three (3) hours) prior to the scheduled commencement of an "Event" (as defined below) and ending one (1) hour after the conclusion of each such Event on each day that an "Event" is scheduled in the Structure or on the Property, and (iii) twenty-four (24) hour access for emergency repair work that, from a practical standpoint, cannot be reasonably performed during normal business hours, so long as advance access arrangements are made with OCJV, and OCJV is compensated for any additional or overtime personnel costs incurred thereby. All access provided under this Agreement shall be from an improved public road adjacent to the Property to the Premises and the Structure sufficient for Licensee to undertake the Permitted Use (as defined in Section 2) ("**Access**"). The manner of such Access is subject to the rules and regulations of Licensor applied in a reasonable, uniform and non-discriminatory manner ("**Access Rules**"); provided, however, that Licensee acknowledges that in all cases it must provide prior notice to OCJV of intended access in accordance with the Access Rules, including the names of Licensee's authorized personnel seeking Access, proof of identity of each individual, and the purpose, location and

anticipated duration of the Access. The control over such Access by Licensor includes control over the number of persons entering the Structure, and the route of ingress and egress over and through the Structure to the Premises; provided, however, that such control shall not serve to prevent Licensee's use of the Premises in the manner authorized hereby. Additionally, on the day of any Major League Baseball game, National Football League game, or any other event for which tickets are sold to the general public or for which the Structure is made available for use by a private entity (each an "Event") in the Structure or on the Property, and subject to Licensor's Access Rules furnished from time to time to Licensee. Licensor covenants and agrees to provide for Licensee two (2) free parking places on the Property for two (2) vehicles, and free entry to the Structure for two (2) technical representatives of Licensee directly involved with the operation, maintenance and/or repair of Licensee's DAS, and Access to locations throughout the Structure and the Property as reasonably necessary to enable such representatives to test, monitor, maintain and repair Licensee's DAS and the performance thereof in different locations of the Structure. If additional parking is needed by Licensee above two (2) vehicles, Licensor shall use best efforts to provide such additional parking places for Licensee's personnel directly related to Licensee's legitimate business purposes under this Agreement, provided that Licensee shall provide prior notice of the need for additional parking spaces and pay Licensee's then standard parking rates charged to the general public on the day that such additional parking is needed by Licensee. Licensee acknowledges and agrees that one or more security and/or engineering representatives of Licensor may accompany such technical representatives at any or all times during any access to the Premises or other locations in the Structure. Upon written request from Licensor, Licensee will deliver to Licensor and periodically update a list of Licensee representatives that are authorized by Licensee to have Access to the Premises and the Structure. Any technical representative may be removed from the Structure by Licensor in the event the technician is not engaged in the testing, maintenance and repair of Licensee's DAS or the performance thereof in different locations of the Structure, or otherwise performing a reasonable business function in furtherance of this Agreement. Notwithstanding the above, Licensee acknowledges that its access rights to professional sports team Events may be subject to rules and restrictions administered by the respective teams (i.e., the Golden State Warriors ["Warriors"]) or the National Basketball Association ("NBA") over which Licensor may have no, or only limited, control. Accordingly, Licensor shall have no responsibility or liability for a denial or limitation of Licensee's access rights over which Licensor has no responsibility or control.

3. **PERMITTED USE.**

(a) Licensee may use the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, including without limitation, cabinets, antennas, cables, accessories and improvements as may be needed by Licensee (and its sublicensees, as applicable) from time to time to provide for the continuous transmission and reception of wireless communications signals *via* a **Distributed Antenna System**, or "DAS" and to otherwise secure and maintain the operation of the DAS in the ordinary course of Licensee's business. Generally, the DAS contemplated by the parties under this Agreement is a network of spatially separated antenna nodes connected to a common source *via* a transport medium that provides wireless service within a localized geographic area or structure. Licensee further has the right but not the obligation to add, modify and/or replace equipment comprising the DAS in order for the DAS to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "Permitted Use").

(b) Licensee has the right to install and operate transmission cables from the equipment in the Equipment Space to (i) the antennas in the Antenna Space, (ii) electric lines from the main feed to the Equipment Space, all as depicted or described on Exhibit 1B, and (iii) communication lines from the Property's main entry point to the Equipment Space, and undertake appropriate measures, approved by Licensor, not to be unreasonably withheld conditioned or delayed, to secure the Premises at Licensee's expense. Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the DAS on the Property. With Licensor's prior approval, not to be unreasonably withheld, conditioned or delayed, Licensee has the right to reasonably modify, supplement, replace, or

upgrade the DAS, including, but not limited to increasing the number of antennas at any time during the Term of this Agreement, excluding any Holdover Term (hereinafter defined); provided, however, that if Licensee requests to increase the number of antennas by more than Ten Percent (10%) above one hundred (100) antennas, which reflects the anticipated number of antennas to be installed by Licensee as part of the DAS in and upon the Structure, then Licensor may condition its approval of such additional antenna installations on a commercially reasonable increase in the License Fee which Licensor and Licensee shall promptly agree upon in good faith, provided further that any e911 antennas or any other antennas required to be installed in the Structure to keep or maintain the DAS in compliance with Laws shall not be counted towards the Ten Percent (10%) threshold. Notwithstanding the foregoing, by specific agreement between the parties, any changes, additions or modifications to the DAS, or any portion thereof within the Equipment Space portion of the Premises shall not require the prior approval of Licensor; provided, however, that within sixty (60) days following the completion of such change, addition and or modification, and Licensee's receipt of Licensor's request therefor, Licensee shall provide to Licensor a set of plans reflecting the changes, additions or modifications within the Equipment Space. Licensee will be allowed to make such reasonable alterations to the Property in order to accomplish Licensee's Permitted Use, including to ensure that Licensee's DAS complies with all applicable federal, state or local laws, rules or regulations.

4. TERM.

(a) The initial license term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions, unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, neither Licensor nor Licensee has given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions (adjusted for the passage of time) for a further term of one (1) year, and for not more than four (4) annual terms thereafter (each an "**Annual Term**"), until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of any such Annual Term. The Monthly License Fee during such annual terms shall be equal to the License Fee paid for the last month of the final Extension Term, increased by three percent (3%) annually as described in Section 5(b) hereof. If Licensee remains in possession of the Premises after the termination of this Agreement, which shall occur on the twenty-fifth (25th) anniversary of the Effective Date, then Licensee will be deemed to be a holdover Licensee occupying the Premises on a holdover month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement; provided, however, that the applicable monthly License Fee then payable by Licensee shall be equal to One Hundred Twenty-five Percent (125%) of the License Fee in effect during the last month of the Annual Term prior to termination of this Agreement and shall increase by an additional ten percent (10%) on each annual anniversary date of the termination of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any permitted Holdover Term not objected to by Licensor are collectively referred to as the Term ("**Term**").

5. LICENSE FEE.

(a) Commencing on the earlier of the first (1st) day of the month following (i) Licensee's commencement of construction of the DAS; or (ii) issuance of final Governmental Approvals to install and operate the DAS, including all final building permits (the "**License Fee Commencement Date**"), Licensee will pay Licensor an annual license fee payment of Thirty Thousand Dollars (\$30,000) (the "**License Fee**"), at the address set forth above. In any partial year occurring after the License Fee Commencement Date, the License Fee will be prorated. The initial License Fee payment will be forwarded by Licensee to Licensor within five (5) days after the License Fee Commencement Date.

(b) In the event that any installment of the License Fee is not paid by Licensee to Licensor within fifteen (15) days of the due date therefore, a late charge of Ten Percent (10%) shall automatically be imposed upon the past due installment. Licensor and Licensee acknowledge and agree that the imposition of such a late charge is reasonable, and shall not be deemed to constitute a penalty.

(c) On each anniversary of the License Fee Commencement Date, the monthly License Fee will increase by Three Percent (3%) over the License Fee paid during the previous year of the Term.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee, unless the delay in billing is due to an Event of Force Majeure. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(e) Notwithstanding Licensee's covenant to pay the License Fee provided in Section 5(a) of this Agreement, and superseding any other provision of this Agreement to the contrary, in the event that the Warriors no longer use the Structure as its principal home court location for playing regular season professional basketball games, then on the first day of the month following the date that the Warriors cease to use the Property for playing regular season basketball games, the License Fee shall be abated in full, and Licensee shall be under no further obligation to pay a License Fee or any other form of compensation to Licensor for the use of the Premises or any other rights conferred to Licensee under this Agreement; provided, however, that Licensee's continuing exercise of its licensed rights and privileges in connection with other events at the Structure shall be subject to and conditioned upon a mutually agreeable revised license fee schedule which equitably reflects the reduction, if any, in the number of events in the Structure resulting from the Warriors no longer using the Structure as its principal home court location for playing regular season professional basketball games.

(f) By specific agreement between the parties, there shall be no additional License Fee or other compensation due to Licensor for any changes to the DAS or any portion thereof, unless, Licensee requests Licensor to approve an increase in the size of the Equipment Space licensed to Licensee under this Agreement. Except as otherwise provided in Section 3(b) hereof, changes to the Antenna Space or Connections, or both for which the approval or consent of Licensor may be required under this Agreement, shall not result directly or indirectly on any increase in the License Fee or other compensation due to Licensor hereunder.

(g) In consideration of the full execution and delivery of this Agreement by and between Licensor and Licensee, Licensee covenants and agrees to reimburse Licensor for Licensor's attorneys fees and expenses incurred in connection with this Agreement, which reimbursement Licensee covenants and agrees to pay to Licensor on or before the Effective Date of this Agreement. The foregoing Licensee covenant shall survive the termination of this Agreement.

(h) Within five (5) days of the License Fee Commencement Date, Licensee covenants and agrees to pay a one-time administrative fee payment to Licensor in the amount of Fifty Thousand Dollars (\$50,000).

6. **APPROVALS.**

(a) Licensor acknowledges and agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property 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 Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Licensor grants consent to Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee, with such applications and with obtaining and maintaining the Government Approvals. Licensee shall be solely responsible for the cost of obtaining and maintaining such Governmental Approvals including Licensor's reasonable costs or expenses arising from Licensor's participation with consents or assistance pertaining to Governmental Approvals. In addition, with Licensor's approval, not to be unreasonably withheld, conditioned or delayed, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities, provided that such ordering and/or scheduling shall be planned and executed to avoid material and adverse interference with or disturbance to Events and Licensor's enterprise operations conducted at or on the Property.

(b) At its sole cost and expense, Licensee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may perform and obtain, at Licensee's sole cost and expense, any non-invasive engineering procedures, environmental investigations (including testing for the presence of lead-based paint or asbestos containing materials), or other tests or reports (collectively "Non-Invasive Testing") on, over, and under the Property, reasonably necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Any proposed invasive engineering procedures or environmental investigations (such as soils testing or percolation tests) shall be subject to Licensor's prior approval, not to be unreasonably withheld, conditioned or delayed.

7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Licensee upon thirty (30) days' prior written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) for the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the DAS as now or hereafter intended by Licensee; or if Licensee determines, in its reasonable judgment, that the cost of obtaining or retaining the same is commercially prohibitive; or

(c) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to the License Fee Commencement Date, upon payment to Licensor of a transaction termination fee of Ten Thousand Dollars (\$10,000) to help defray Licensor's transaction costs and expenses;

(d) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason after the License Fee Commencement Date, so long as Licensee pays Licensor a termination fee equal to six (6) months' License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensor under any one or more of the permitted termination provisions contained in Sections 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 9 Interference, 12(d) Environmental, 19 Condemnation, 20 Casualty, or 25(l) Severability of this Agreement.

(e) by Licensor, effective at any time after July 1, 2017, but only if each and all of the following conditions shall have been satisfied:

(i) the NBA franchise, Golden State Warriors, no longer utilizes the Property as its principal home court location for playing regular season professional basketball games;

(ii) [Intentionally omitted];

(iii) Licensor furnishes in good faith to Licensee a bona fide written notice of intention to either demolish or undertake a substantial rehabilitation of the Property, which demolition or substantial rehabilitation requires the removal (as opposed to the temporary relocation) of all or a portion of Licensee's DAS;

(iv) a written notice of termination under this Section 7(e) is delivered to Licensee no sooner than January 1, 2017, which written notice shall provide an effective date of termination which is no sooner than nine (9) months following the date of the written notice; and

(v) prior to the delivery of the written notice of termination to Licensee pursuant to Section 7(e)(iv), Licensor and Licensee shall endeavor in good faith to execute a commercially reasonable amendment, which results in no additional License Fee for a suitable relocation alternative for the relocation of Licensee's Equipment Space onto the parcel commonly known as the Stadium Parcel (also commonly known as Parcel 1) which is owned or controlled by Licensor, and which alternative is at least equal in size, configuration and performance to the Equipment Space for the operation of Licensee's equipment unless Licensor has previously delivered to Licensee (and in connection with a bona fide written notice of intention to either demolish or undertake a substantial rehabilitation of the Property on the Stadium Parcel), a bona fide written notice of termination of the separate license agreement between Licensor and Licensee for Licensee's DAS installation at the Stadium Parcel, in which event, Licensor shall be under no obligation to execute and deliver such a commercially reasonable amendment for a suitable relocation alternative for the relocation of Licensee's Equipment Space onto the Stadium Parcel. All Licensee's costs and expenses incurred to relocate Licensee's Equipment Space to such suitable relocation alternative shall be borne by Licensee.

In the event that each and all of the conditions in Sections 7(e)(i) through 7(e)(v) have not been satisfied, Licensor's attempted termination of the Agreement under this Section 7(e) shall be deemed invalid, and the rights of Licensee under this Agreement shall remain in full force and effect.

Additionally, in the event that a termination of the Agreement has occurred properly pursuant to Licensor's termination right contain in this Section 7(e), and notwithstanding any other provision of this Agreement to the contrary, Licensee shall have the right, but not the obligation, to remove all or any portion of the DAS, provided that Licensee shall restore or repair any damage to the Premises caused by Licensee's removal of the DAS or any portion thereof unless waived in writing by Licensor, which waiver, shall not be unreasonably withheld, conditioned or delayed. If Licensee fails to remove or relocate all or any portion of the DAS within sixty (60) days of the Effective Date of Termination specified in Section 7(e), the DAS or portion thereof shall be deemed abandoned and Licensor shall have the right to dispose of it.

8. INSURANCE. During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and Five Million (\$5,000,000) in the annual aggregate, providing coverage for bodily injury and property damage. Licensee's CGL insurance shall include Licensor, the County, the City, OCJV, the Oakland Raiders, the Oakland A's, the Golden State Warriors, and each of their officers, directors or other governing board members, partners, members, managers, agents and employees as an additional insured, and requiring a minimum of thirty (30) days notice to Licensor in the event of non-renewal or cancellation of coverage. If any of the insurance policies referred to in this Section expire prior to the termination or expiration of the Term hereof, Licensee shall deliver to Licensor a certificate of insurance evidencing the renewal of such policy or policies upon expiration. Notwithstanding the foregoing insurance requirements, Licensee shall have the right, with prior notice to Licensor, to self-insure against the risks for which Licensee is required to insure against in the Section. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this

Section 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) Licensor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Licensee; (3) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit or the like; (4) Licensee's self-insurance obligation to indemnify Licensor shall not extend to claims against Licensor for punitive damages, exemplary damages, or gross negligence, but Licensee shall retain the duty to defend, whether or not under a reservation of rights; and (5) such obligation shall not apply when the claim or liability arises from the grossly negligent or intentional act or omission of Licensor, its employees, agents, or independent contractors.

9. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Licensor will provide Licensee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Licensee to evaluate the potential for Interference. Licensee warrants that its use of the Premises will not cause Interference with existing radio and television frequency user(s) on the Property, provided that such users are operating in compliance with laws. Licensee also covenants and agrees to (i) promptly submit upon completion, Licensee's DAS communications' configuration, deployment and broadband frequency transmission plans and specifications to the game day coordinator ("GDC") of the Warriors or the NBA for evaluation and comment (but without conferring an approval right) in connection with non-interference with pre-existing permitted frequency users, prior to going "on air" with the DAS. Additionally, on each NBA game day at the Structure, Licensee shall work cooperatively with the GDC of the Warriors or the NBA, as the case may be, either through on-site support or through remote monitoring of the DAS through Licensee's Network Operations Center ("NOC") as Licensee shall have the right to determine to attempt to minimize the possibility of interference with television or other wireless signal transmissions managed by the Warriors or the NBA in the Structure. In the event that the communications signals transmitted or received through the DAS cause Interference with radio or television transmitting or receiving equipment used by or for a professional sports team at the Property, Licensee agrees to immediately eliminate such Interference. Additionally, during the first five (5) NBA games in the Structure when Licensee's DAS is ready to be "on-air" with regular transmissions (as opposed to intermittent testing), Licensee shall provide at the Structure at least one (1) technical engineer on the day before the scheduled date of the NBA game to facilitate coordination and pre-game testing with the GDC, and also on the scheduled date of the NBA game for coordination in attempting to resolve claims of Interference pertaining to Licensee's DAS. On dates when Events are occurring in the Structure or on the Property, and if Licensor has reasonably and objectively determined that Licensee's DAS is the source of Interference, and if Licensee is unable to eliminate such Interference within twelve (12) hours of Licensor's telephone notification to the NOC at the following telephone number (800) 832-6662, then thereafter, Licensor shall have the right to require Licensee to power down the DAS, except for intermittent testing of the DAS, which testing Licensor shall have the right to supervise in Licensor's sole discretion. Either a direct telephone call to a representative of Licensee at the NOC or Licensor leaving a voice message reporting Interference pertaining to Licensee's DAS at the telephone number of the NOC shall be deemed sufficient notification by Licensor for purposes of notification of Interference to Licensee pursuant to this Section 9(a).

In addition to any other remedies that Licensor may have for a breach of this subsection, Licensor shall be entitled to the indemnification provisions of Section 10(a) hereof.

(b) Licensor will not grant, during the Term of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or cause Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement. During the Term of this Agreement, Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property that has the potential of causing Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement.

(c) During the Term, Licensor will not use, nor will Licensor permit its employees, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which causes Interference with the DAS, the lawful operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such Interference to cease within two (2) business days after receipt of notice from Licensee. In the event any such Interference does not cease within the aforementioned cure period, then the parties acknowledge that Licensee will suffer irreparable injury, and therefore, Licensee will have the right, in addition to any other rights that it may have at law or in equity for Licensor's breach of this Agreement, to elect to enjoin such Interference or to terminate this Agreement upon notice to Licensor.

(d) For the purposes of this provision, "Interference" may include, but is not limited to, any use on the Property (other than as expressly allowed under this Agreement) that causes material and adverse electronic, physical or obstruction interference with, or degradation of, the communications signals to or from the DAS or to or from the communications equipment of radio or television frequency users on the Property.

(e) Except for licenses granted over the air radio broadcasts and television broadcasts, as a material inducement for Licensee to undertake the capital investment in the DAS which may be capable of carrying the wireless communications signals of other carriers or licensees of the FCC which compete with Licensee, and to the maximum extent permitted under law, Licensor will not grant, during the Term of this Agreement (excluding any permitted Holdover Term as hereinafter defined), a lease, license, or any other right to any third party for use of any portion of the Property including, but limited to the Structure for the installation and/or operation of communications equipment or infrastructure which is capable of transmitting or receiving wireless communications signals.

10. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the DAS, Licensee's exercise of its license hereunder or Licensee's breach of any provision of this Agreement, except to the extent attributable to the active negligence or intentional act or omission of Licensor, its employees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from active negligence of Licensor, its employees or agents, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors

11. WARRANTIES.

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing under the laws of the respective state of its organization and has the right, power and authority to enter into this Agreement and bind itself hereto through the authorized person set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) the County and the City together solely own the Property and the Structure as a legal lot or lots, parcel or tract in fee simple, and Licensor manages and operates the Property pursuant to the Management Agreement; (ii) to its best present knowledge, the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Licensee is not in default beyond any applicable cure period under this Agreement, then Licensor grants to Licensee quiet and peaceful use and enjoyment of the Premises and the other rights granted by Licensor to Licensee hereunder; and (iv) to its best knowledge without undertaking independent investigation or inquiry, Licensor's execution and performance of this Agreement will not violate any

laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor or encumbering the Property.

(c) With respect to the Management Agreement, Licensor further represents, warrants and agrees that: (i) as of the Effective Date, the Management Agreement is in full force and effect; (ii) as of the Effective Date, Licensor has not assigned or hypothecated any of its rights, title or interest under the Management Agreement to any third parties; (iii) as of the Effective Date, to the best of Licensor's knowledge, neither City or County, under the Management Agreement nor Licensor is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Management Agreement; (iv) as of the Effective Date that the Management Agreement, previously furnished by Licensor to Licensee prior to the Effective Date (redacted only for economics) and incorporated by reference in attached **Exhibit 2**, constitutes the entire Management Agreement, and there are no written or oral amendments thereto; (v) during the Term, Licensor shall not materially modify or amend the Management Agreement in any way which would materially and adversely affect the rights of Licensee or actually or potentially increase any cost or liability to Licensee under this Agreement; (vi) during the Term, Licensor shall not terminate the Management Agreement without concurrently providing a new agreement to Licensee which recognizes the rights granted to Licensee under this Agreement upon the same terms and conditions, provided that Licensor reserves the right to renegotiate the Management Agreement in any manner which does not materially and adversely affect the rights of Licensee, or actually or potentially increase any cost or liability to Licensee under this Agreement; (vii) during the Term, Licensee shall not be responsible directly or indirectly for any cost, expense or liability under the Management Agreement unless expressly set forth in this Agreement, including the specific section reference of the Management Agreement; (viii) during the Term, Licensor shall not do or permit anything that would result in a default beyond any applicable cure period under or cause the Management Agreement to be terminated.

(d) Licensee represents, warrants and agrees that this License is and shall be subject and subordinate to all mortgages, deeds of trust, or other encumbrances now or hereafter placed upon the Property by Licensor. Additionally, Licensee covenants and agrees to execute and deliver to Licensor a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") as may be requested by Licensor in connection with any mortgage, deed of trust, bond financing or any other financing arrangement related to the Property within fifteen (15) business days following Licensee's receipt of written request from Licensor to do so. Notwithstanding the provisions of Section 16(a) below, by specific negotiation, only a twenty business (20) business day cure period shall be afforded to Licensee to execute and deliver to Licensor a SNDA which has been validly delivered to Licensee pursuant to the provisions of this Section 10(c). For a written request to sign and deliver an SNDA to be considered valid, the written request (i) must include a complete copy of the SNDA, (ii) must be provided concurrently to each Licensee notice party in Section 18 of this Agreement; and (iii) must expressly provide in at least 12 point bold type, **"THAT PURSUANT TO SECTION 10(C) OF THE AGREEMENT. LICENSEE IS GRANTED ONLY TEN (10) BUSINESS DAYS TO EXECUTE AND RETURN THIS SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT TO LICENSOR, OR LICENSOR SHALL RESERVE THE RIGHT TO IMMEDIATELY THEREAFTER DELCARE LICENSEE TO BE IN DEFAULT OF THIS AGREEMENT"**.

Licensee shall have the right to request in good faith only commercially reasonable changes to any SNDA presented to Licensee, provided, however, that if the SNDA is substantively similar in all respects to the SNDA attached as **Exhibit 3**, then Licensee hereby covenants and agrees to sign and deliver such an SNDA without requesting substantive changes. If Licensee has timely presented commercially reasonable changes to an SNDA which is not substantively similar in all respects to the SNDA attached as **Exhibit 3**, then the time period for Licensee to sign and deliver the SNDA shall be reasonably extended, for a period not to exceed ten (10) business days, provided that Licensee continues in good faith to work with Licensor and its lender to consider and resolve the commercially reasonable changes which Licensee has presented to Licensor.

(e) LICENSEE MAKES NO EXPRESS WARRANTY REGARDING THE DAS, OR ANY PORTION THEREOF, AND LICENSEE DISCLAIMS AND IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OF FITNESS THEREFOR.

(f) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE FITNESS OR SUITABILITY OF THE PROPERTY FOR LICENSEE'S INTENDED USE UNDER THIS AGREEMENT, AND LICENSOR EXPRESSLY DISCLAIMS ANY SUCH WARRANTY. LICENSEE TAKES THE PREMISES AND THE RIGHTS CONFERRED TO LICENSOR, AS IT FINDS IT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LICENSOR, COUNTY AND CITY SHALL HAVE NO RESPONSIBILITY FOR ITS CONDITION OR ANY DAMAGE SUFFERED BY LICENSEE OR ANY OTHER PERSON BECAUSE OF SUCH CONDITION.

12. ENVIRONMENTAL.

(a) Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from Licensee's breach of its obligations under Section 12(a). Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee, and for any hazardous condition caused by or arising from Licensee's acts or omissions related to its operations on the Property. Licensor hereby confirms and agrees that Licensee shall have no responsibility or liability for any Claims arising from or pertaining to any subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or thereafter throughout the Term for Licensor's acts and omissions related to hazardous substances.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole reasonable determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee reasonably believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

13. [INTENTIONALLY OMITTED]

14. REMOVAL/RESTORATION. All portions of the DAS brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the DAS constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee

and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Licensee will remove all of Licensee's above-ground improvements and Licensee will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by uninsurable casualty or other causes beyond Licensee's control excepted. With Licensor's prior consent, not to be unreasonably withheld, conditioned or delayed, Licensee will not be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities. Licensee shall be liable to Licensor for any damage to the Property caused by or arising from the removal, or failure of removal of the DAS from the Premises and the Property.

15. **MAINTENANCE/UTILITIES.**

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear excepted. Licensor will maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear excepted.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. Licensee shall use commercially reasonable efforts to secure separate utility service for Licensee's electricity requirements in connection with its operation of the DAS. In the event Licensee determines that it would be more feasible to temporarily or permanently submeter from existing utility service at the Property, then Licensor shall allow Licensee to submeter from existing utility services at the Property. When submetering by Licensee occurs under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensor agrees that it will not include a mark-up or other administrative fee on the utility charges. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within thirty (30) days of receipt of the usage data and required forms. Failure by Licensor to perform this function will limit utility fee recovery by Licensee to a 12-month period. If Licensee submeters electricity, Licensor agrees to give Licensee at least 24 hours advanced notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Should the need arise for the use of emergency power generator(s), and if Licensee elects to use a generator(s) provided by Licensor, if any, the Licensee agrees to pay its *pro rata* portion of the actual utility use (without mark-up or other administrative fee) of the backup generator(s) to Licensor. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor. Licensee shall be responsible for ordering separate T-1 service or such other telephone service connectivity which Licensee may require from time to time for the use and operation of the DAS, and maintaining such separate telephone service connectivity during the Term at Licensee's sole expense. Notwithstanding the foregoing, by specific mutual agreement between Licensor and Licensee, Licensor shall be responsible for all or a portion of the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Licensee shall have the right to designate for the installation and operation of the DAS.

(c) As reasonably necessary for the installation and operation of the DAS pursuant to the Permitted Use, Licensor agrees to grant to any utility company providing utility services to Licensee a limited easement over, under and across the Property in order for the utility company to provide service to Licensee.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of License Fee if such License Fee remains unpaid for more than thirty (30) days after receipt of written notice from Licensor of such failure to pay; or (ii) except as otherwise expressly provided in this Agreement, (including without limitation, the specific provisions contained in Section 10(c) which shall be controlling with respect to Licensee's obligation to execute and deliver to Licensor a SNDA as more specifically set forth therein), Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor will have the right to terminate this Agreement and to exercise any and all rights and remedies available to it under law and in equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) failure to provide access to the Premises within two (2) business days, or to cure an interference problem within two (2) business days, after receipt of written notice of such default; or (ii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

17. ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign this Agreement or sublicense the Premises and any of its rights herein, in whole or in part, with the consent of Licensor, which consent shall not be unreasonably delayed or withheld and the consent of the City and County, not to be unreasonably withheld, conditioned or delayed. Upon such acceptance, and subject to reasonable conditions of acceptance which may be imposed by Licensor, the City, or the County, or any of them, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the above, Licensee may assign this Agreement or sublicense the Premises and any of its rights herein, in whole or in part, to any Affiliate of Licensee without the consent of Licensor, the City or the County, upon not less than thirty (30) days written notice to Licensor. The parties acknowledge that conferring or sublicensing DAS user rights by Licensee to other wireless communications companies is contemplated, and Licensor shall cooperate to reasonably review and approve requests presented by Licensee to Licensor for other wireless communications companies to use the DAS as may be presented by Licensee from time to time during the Term.

18. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CN5953
 Cell Site Name: Oracle Arena DAS
 Fixed Asset No: 10146243
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With the required copy of legal notice sent to Licensee at the address above, a copy to AT&T Legal Department:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #:CN5953
Cell Site Name: Oracle Arena DAS
Fixed Asset No: 10146243
PO Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN5953
Cell Site Name: Oracle Arena DAS
Fixed Asset No: 10146243
16631 NE 72nd Way
Redmond, WA 98052-7827

And with a copy of legal notice to Licensee at the address above to:

John D. Newman
Attorney at Law
92 Natoma Street, Suite 211
Suite 211
San Francisco, CA 94105

A copy sent to the AT&T Legal Department or John D. Newman is an administrative step which alone does not constitute legal notice.

If to Licensor: Oakland-Alameda County Coliseum Authority
Attn: Executive Director
7000 Coliseum Way
Oakland, CA 94621-1918

With a copy to: Oakland Coliseum Joint Venture, LLC
Attn: General Manager
7000 Coliseum Way
Oakland, CA 94621-1918

Any notice party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within twenty (20) days of such transfer, Licensor or its successor will send conformed copies of the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, or other commercially standard assurances reasonably acceptable to Licensee, Licensee shall not be responsible

for any failure to make payments under this Agreement to Licensor's successor and reserves the right to hold payments due under this Agreement in trust for the benefit of the rightful Licensor.

- i. Bill of Sale or Transfer or Recorded Evidence of Change of Ownership
- ii. New IRS Form W-9
- iii. Completed and Signed AT&T Payment Direction Form
- iv. Full contact information for new Licensor including all phone number(s)

19. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within seventy-two (72) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its DAS, moving expenses, prepaid License Fee, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid License Fee on a prorata basis.

20. CASUALTY. If the DAS, the Property or the Premises are substantially damaged or destroyed by casualty or other harm as to render the Premises or the DAS commercially unusable for the purposes of this Agreement, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such notice. Upon such termination, Licensee will be entitled to collect that portion of insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a prorata basis. If the damage or destruction is of a partial or insubstantial nature and Licensor or Licensee undertakes to rebuild or restore the Premises and/or the DAS, as applicable, Licensor agrees to proportionately abate the License Fee payable during the period of reconstruction and, subject to Licensor's prior approval and conditions, to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the DAS is completed.

21. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the DAS or any portion thereof. The DAS shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law. Licensor consents to Licensee's right to remove all or any portion of the DAS from time to time in Licensee's sole discretion and without Licensor's consent so long as Licensee restores the Property to its original condition existing as of the Effective Date, reasonable wear and tear excepted, in connection with such removal.

22. TAXES. Licensor shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Licensor. Licensee shall be responsible for all taxes levied upon Licensee's improvements (including Licensee's DAS) on the Premises, whether legally classified as personal property, fixtures or realty. Licensor shall provide Licensee with copies of all assessment notices on or including the Premises promptly upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the improvements, but in no event later than thirty (30) days after receipt by Licensor. If Licensor fails to provide such notice within ninety (90) days of receipt, Licensor shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Licensor continues to fail in providing notice, or (b) Licensee is precluded from challenging such assessment with the appropriate government authorities. Licensee shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps in a commercially reasonable manner as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises.

Licensor shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee.

23. SALE OF PROPERTY.

(a) Licensor shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing. In the event the Property is transferred, the new Licensor shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in License Fee to the new Licensor.

(c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other competitive or conflicting wireless communications facilities if such installation, operation or maintenance would materially and adversely interfere with Licensee's Permitted Use or the DAS as determined by radio propagation tests performed by Licensee or a reputable and trusted independent testing service, any such independent testing, if performed, to be at the expense of Licensor's prospective purchaser, and not Licensee.

(d) The provisions of this Section shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

24. SIGNAGE. Licensee acknowledges and agrees that this Agreement is not an agreement for signage, advertising, name use, naming rights, branding or other identification or trade name purpose. Except to comply with signage requirements required to be provided under laws or as recommended by Licensee's compliance group as part of Licensee's national compliance program standards, Licensee shall not place signs or other information on the DAS that would identify any of it or the communications service provided by Licensee to the general public or to other customers of the Licensor as belonging to Licensee or any other person.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of License substantially in the form attached as **Exhibit 4**. Either party may record this Memorandum or Short Form of License at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of License. Within thirty (30) days following termination or expiration of this Agreement, and Licensee's receipt of Licensor's written request, which request shall only be delivered after the expiration or termination date, Licensee shall execute and deliver to Licensor a recordable instrument, in form reasonably satisfactory to Licensor, remising, releasing and quitclaiming all of Licensee's rights and interests in this Agreement to Licensor.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(f) **Governing Law.** This Agreement will be governed by the laws of the State of California, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Licenser agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licenser and Licensee.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement in good faith upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Consent.** For any matter for which Licensor's consent is required hereunder pertaining to the use and operation of the DAS in the Premises (but expressly excluding any use or component located within the Equipment Space), prior to the initial installation of new components of the DAS, Licensee will supply Licensor with plans and specifications ("**Plans**") to be reviewed and approved by Licensor. Licensor's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) business days). After Licensor's (i) failure to respond in writing to Licensee's proposed Plans within ten (10) business days of their receipt; or (ii) failure to provide a written response within five (5) business days of receipt of Plans revised by Licensee after comment from Licensor in accordance with this section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1B**. If the Licensor reasonably disapproves the Plans then Licensee will provide Licensor with revised Plans, such revisions to be within Licensor's reasonable discretion, and the Licensor review and approval process above will apply. Licensor will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Licensee promptly upon request. Licensor maintains the right to perform routine maintenance, repairs, replacements and upgrades in the Antenna Space and the Connections without Licensor approval when no changes to the exterior appearance will result after completion of the work.

(o) **Event of Force Majeure.** An event of force majeure shall be deemed to mean any event beyond the reasonable control of either party, including but not limited to, the inability to obtain or maintain Governmental Approvals, the delivery to the Premises of sufficient operational telephone (T-1) or utility service connectivity sufficient for Licensee's full operation of the DAS in the ordinary course of Licensee's business.

(p) **Estoppel Certificate.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the License Fee and other charges are paid in advance, if any, (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed, and (iii) such other commercially reasonable matters pertaining to the status of this Agreement. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's License Fee has been paid in advance.

(q) **No Interest in Real Estate. LICENSOR AND LICENSEE HEREBY CONFIRM AND AGREE THAT NOTHING IN THIS AGREEMENT IS INTENDED TO CREATE A LEASEHOLD INTEREST, EASEMENT OR OTHER INTEREST IN REAL ESTATE.**

26. LICENSOR'S LIABILITY FOR MARKING AND LIGHTING TOWER.

(a) Licensee is advised that the Structure is located proximate to commercial airspace. Licensor represents and agrees that insofar as applicable to Licensee's use and enjoyment of the License granted hereunder, the Structure and the Property are and will remain during the term of this Agreement in compliance with all federal, state and local laws and regulations applicable to the Structure and the Property ("**Legal Requirements**"), including federal (including without limitation, Federal Aviation Administration ("**FAA**") and Federal Communications Commission ("**FCC**")), state and local marking, lighting, monitoring and any other regulatory obligations. Licensor's continuing failure to comply with the foregoing obligations of this Section, following notice from Licensee and the opportunity to cure, shall be a material default for which Licensee may terminate this Agreement immediately upon written notice to Licensor. Licensor further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Licensor shall forward to Licensee a written copy

of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt.

(b) If the Structure is subject to the FAA/FCC antenna structure marking and lighting requirements, Licensor agrees (i) to allow Licensee to bridge into Licensor's automatic alarm system ("Alarm") which monitors the lighting of the Structure so as to permit a parallel alarm system and Licensee shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Licensor currently does not have an Alarm, to cause to be installed such an Alarm which can accommodate a bridge-in by Licensee, at Licensor's cost and expense, and to allow Licensee, at Licensee's own cost and expense, to bridge into the Alarm and for Licensee to have continuous access to make repairs and inspections to its bridge. Licensor, at its own expense, shall be responsible for the monitoring and for maintaining the Alarm in good operating condition as required by any and all Legal Requirements. Licensee shall, at its own expense, be responsible for the maintenance and repair of its bridge.

(c) Nothing contained herein shall obligate Licensee to maintain Licensor's Alarm and Licensor acknowledges that it, and not Licensee, shall be solely liable and responsible for compliance with all such antenna structure marking and lighting requirements. Furthermore, should Licensee be cited by any agency with regulatory authority over the Structure because the Structure is not in compliance, Licensee may terminate this Agreement immediately upon written notice to Licensor following the applicable cure period.

(d) If for any reason, Licensor fails to maintain any required marking and/or lighting on the Structure, and Licensee has reason to believe that the Structure is not in compliance with the applicable regulations, Licensor acknowledges and agrees that Licensee may (i) notify Licensor, any Licensor site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Licensor from Licensee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LICENSOR"

Oakland-Alameda County Coliseum Authority

By: _____
Scott Haggerty
Chair

Date: _____, 2011

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____, 2011

[ACKNOWLEDGMENT AND APPROVAL OF CITY, COUNTY AND OCJV APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGED AND APPROVED:

CITY OF OAKLAND

By: _____
Print Name: _____
Its: _____
Date: _____, 2011

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Print Name: _____
Its: _____
Date: _____, 2011

ACKNOWLEDGED AND APPROVED:

COUNTY OF ALAMEDA

By: _____
Print Name: _____
Its: _____
Date: _____, 2011

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Print Name: _____
Its: _____
Date: _____, 2011

ACKNOWLEDGED AND APPROVED:

OAKLAND COLISEUM JOINT VENTURE, LLC
a Delaware limited liability company

By: _____
Print Name: _____
Its: Authorized Representative
Date: _____, 2011

[NOTARIAL ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

LICENSEE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSOR ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF OAKLAND ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

COUNTY OF ALAMEDA ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OCJV ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1A

DESCRIPTION OF PROPERTY

to the Agreement dated _____, 2011, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is described and/or depicted as follows:

[Legal description appears on following pages]

EXHIBIT 1B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2011, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:

[Plans Consisting of 16 Pages Prepared by PDC Corporation Dated 11/12/10
Depicting the Premises Appear On Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

Management Agreement

to the Agreement dated _____, 2011, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Management Agreement is described as follows:

That certain Amended and Restated Management Agreement, entered into in March 2000 by and among City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California ("City"), the County of Alameda, a political subdivision of the State of California ("County") and Oakland-Alameda County Coliseum Authority, a California joint powers authority organized and existing under applicable provisions of the California Government Code and an Amended and Restated Joint Exercise of Powers Agreement, dated December 17, 1996 ("JPA"), by and between the County and City, amending and restating that certain Management Agreement, dated as of September 12, 1995, by and among City, County and JPA.

The Management Agreement has been previously furnished by Licensor to Licensee prior to the Effective Date (redacted only for economics). The Management Agreement is incorporated herein by reference.

EXHIBIT 3

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

to the Agreement dated _____, 2011, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

[Pre-approved SNDA Form Appears On Following Pages]

Prepared by and Return to:

New Cingular Wireless PCS, LLC

Attn: _____

Cell Site No. : CN5953

Cell Site Name: Oracle Arena DAS

Fixed Asset Number: 10146243

State: California

County: Alameda

EXEMPLAR

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "Mortgagee") and _____, a _____, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee has entered into a certain license agreement dated _____, 2010, (the "License") with _____, a having its principal office/residing at _____ (hereinafter called "Licensor"), covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Licensor has given, or intends to give, to Mortgagee a deed of trust (the "Mortgage") upon property having a street address of _____, being identified as Lot ____ in Block ____ in the _____ of _____, _____ County, State of _____ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage is, or will be, in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been, or will be, recorded in the appropriate public office in and for _____ County, _____; and

WHEREAS, Licensee desires to be assured of continued use of the Premises under the terms of the License and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the License is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Licensee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent

of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the License.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Licensee's right to use the Premises and any of Licensee's other rights under the License in the exercise of Mortgagee's rights so long as Licensee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the License.

3. In the event that Mortgagee succeeds to the interest of Licensor or other licensor under the License and/or to title to the Premises, Mortgagee and Licensee hereby agree to be bound to one another under all of the terms, covenants and conditions of the License; accordingly, from and after such event, Mortgagee and Licensee will have the same remedies against one another for the breach of an agreement contained in the License as Licensee and Licensor had before Mortgagee succeeded to the interest of Licensor; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior licensor (including Licensor); or
- (b) bound by any rent or additional rent which Licensee might have paid for more than the payment period as set forth under the License (one month, year etc.) in advance to any prior licensor (including Licensor).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Licensee agrees not to seek to terminate the License by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Licensee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the License.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Licensee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Licensee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. Licensee hereby certifies that:

- (i) the License is unmodified and in full force and effect [Note: if the License has been modified, Licensee shall state the nature of such modification and certify the License, as so modified, is in full force and effect];
- (ii) the License Fee and any other charges paid in advance under the License have been paid through and including _____ 20___. [Note: Licensee to provide date through which payments have been made under the License]
- (iii) to Licensee's knowledge, there are no uncured defaults on the part of Licensor under the License, except _____ [Note: If any Licensor defaults are claimed, such defaults shall be specified by Licensee; otherwise insert "None"].

Mortgagee may rely upon the foregoing certification made by Licensee to be true and correct as of the date of Licensee's signature to this Agreement.

7. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Licensee which are permitted under the License. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 20__.

LICENSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____

LICENSEE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MORTGAGEE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Subordination Non-Disturbance And Attornment Agreement dated _____, 20__, by
and between _____, as Licensee, and _____, a
_____, as Mortgagee.

The Premises are described and/or depicted as follows:

EXHIBIT 4

MEMORANDUM OF LICENSE

to the Agreement dated _____, 2011, by and between, Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

[Memorandum of License Appears On Following Pages]

MEMORANDUM OF LICENSE

Prepared By &
When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

APN: 041-3901-009-00 & 008-00

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: CN5953
Cell Site Name: Oracle Arena DAS
Fixed Asset Number: 10146243
State: California
County: **Alameda**

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2011, by and between Oakland-Alameda County Coliseum Authority, having a mailing address of 7000 Coliseum Way, Oakland, CA 94621-1918 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Licensee**").

1. Licensor and Licensee entered into a certain License Agreement ("**Agreement**") on the ____ day of _____, 2011, for the purpose of installing, operating and maintaining a Distributed Antenna System and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being licensed to Licensee (the "**Premises**") is described in **Exhibit A** annexed hereto. **NOTHING IN THE AGREEMENT IS INTENDED TO CREATE A LEASEHOLD INTEREST, EASEMENT OR OTHER INTEREST IN REAL ESTATE.**
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

"LICENSOR"

Oakland-Alameda County Coliseum Authority,
a California Joint Powers Authority,

By: _____
Scott Haggerty
Chair

Date: _____

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[NOTARIAL ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSEE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSOR ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

DESCRIPTION OF PREMISES

to the Memorandum of License dated _____, 2011, by and between Oakland-Alameda County Coliseum Authority, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:

[Plans Consisting of 16 Pages Prepared By PDC Corporation Dated 11/12/10
Depicting the Premises Appear On Following Pages]

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Alameda, and described as follows:

Parcel One:

Parcel 2 as shown and delineated upon Parcel Map No. 7000 filed August 1, 1996 in Book 223 of Parcel Maps, at Page 84, Alameda County Records.

Parcel Two:

Non-exclusive easements appurtenant to Parcel One above as granted in that certain document entitled "Grant of Reciprocal Easements and Declaration of Covenants and Restrictions for the Oakland-Alameda County Coliseum" recorded August 1, 1996 as Instrument No. 96189831 of Official Records.

APN: 041-3901-009

(End of Legal Description)



4130 ROSEWOOD DR.
PLEASANTON, CA 94588

PROJECT INFORMATION:
CN5953

ORACLE ARENA ISE

7000 COLISEUM WAY
OAKLAND, CA 94621

CURRENT ISSUE DATE:

11/12/10

ISSUED FOR:

**100% CONSTRUCTION
DRAWING**

REV. DATE DESCRIPTION BY:

A	07/17/10	FOR CLIENT MARK-UP RCD	RCD
A	09/11/10	SOX CONSTRUCTION RCD	RCD
A	09/27/10	100% CONSTRUCTION RCD	RCD
1	11/12/10	ADDITIONAL ANTENNAS RCD	RCD

PLANS PREPARED BY:

PGC CORPORATION



1002 COLONIA BLVD
LIVERMORE, CA 94550
TEL: 925-438-8888

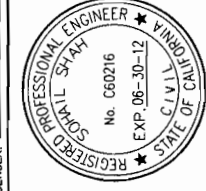
CONSULTANT:



3140 GOLD CAMP DR. SUITE 30
RANCHO CORDOVA, CA 95730

DRAWN BY: CHK. APV.

RSD PP SAK
LICENSER:

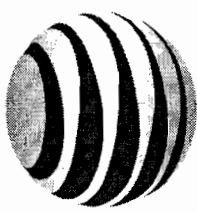


SHEET TITLE:

**TITLE SHEET,
SITE INFORMATION
AND VICINITY MAP**

SHEET NUMBER:

T-1



at&t

CN5953

ORACLE ARENA ISE

7000 COLISEUM WAY
OAKLAND, CA 94621

PROJECT DESCRIPTION

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR AIR WIRELESS ASSOCIATED EQUIPMENT.

- USE ONE WIRELESS (150) INDOOR ANTENNAS (ESPECIALLY 150) PANELS AND THIRTY (30) OMNIS) AND EXISTING (10) HOOKUP MAHO EQUIPMENT INSIDE EXISTING AREA AS SHOWN ON THE ACCOMPANYING DRAWINGS.

DRIVING DIRECTIONS

- FROM AT&T OFFICE - PLEASANTON, CA
- HEAD EAST ON ROSEWOOD OR TOWARD OLD SANTA RITA RD
 - MERGE ONTO I-580 W VIA THE RAMP TO OAKLAND
 - SUIGHT LEFT AT I-580 N (EXITS FOR I-238/I-880)
 - KEEP LEFT AT THE FORK TO CONTINUE TOWARD I-880 N AND MERGE ONTO
 - TAKE EXIT 37 TOWARD 66TH AVE-2NDONE WAY
 - MERGE ONTO COLISEUM WAY
 - TURN RIGHT AT COLISEUM WAY
 - ARRIVE AT 7000 COLISEUM WAY.

PROJECT INFORMATION

SITE ADDRESS:
7000 COLISEUM WAY
OAKLAND, CA 94621

APN:
041-3901-008-00

PROPERTY OWNER:
OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY

LAND USE:
37' 45' 01" N (AMD 83)

LONGITUDE:
127' 17' 10.50" W (AMD 83)

GROUND ELEVATION:
±39' AMSL

HEIGHT OF STRUCTURE:
±100'-0"

ZONING:
C-36

JURISDICTION:
CITY OF OAKLAND

TELEPHONE:
AIRTEL

POWER:
POSE

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS APPLICABLE TO THE PROJECT:

- CALIFORNIA CODE OF REGULATIONS
- 2007 CALIFORNIA BUILDING CODE
- 2007 CALIFORNIA PLUMBING CODE
- 2007 CALIFORNIA ELECTRICAL CODE
- 2008 IFC SAFETY CODE (IFPA-10)
- CITY/COUNTY ORDINANCES

*MIND/CP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN OCCUPANCY. ALL WORK SHALL BE IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE, PART 2, TITLE 24, CHAPTER 11B, SECTION 1103B.

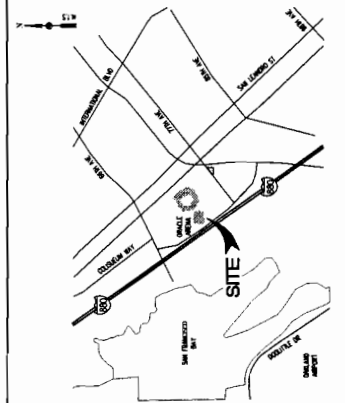
PROJECT TEAM

ENGINEER:
LYLE COMPANY
1062 COLONIA BLVD.
LIVERMORE, CA 94550
CONTACT: PAUL FLEURY
PHONE: (925) 608-5668
FAX: (925) 608-4449
EMAIL: paul@lylecorp.net

SITE ACQUISITION MANAGER:
LYLE COMPANY
3140 GOLD CAMP DRIVE, SUITE 30
RANCHO CORDOVA, CA 95730
CONTACT: LES NEDERFIELD
PHONE: (916) 888-6719
FAX: (916) 888-4449
EMAIL: lnc@lylecorp.net

CONSTRUCTION MANAGER:
ERICSSON
6160 STONERIDGE MALL DR. SUITE 100
EMERYVILLE, CA 94608
CONTACT: JOE RONICK
PHONE: (210) 888-9382
EMAIL: joe@ericsson.com

VICINITY MAP



GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWING.
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET INDEX

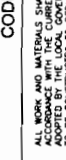
SHEET	DESCRIPTION	REV
T-1	TITLE SHEET, SITE INFORMATION AND VICINITY MAP	1
T-2	GENERAL NOTES, LEGEND AND ABBREVIATIONS	0
T-3	WARNING SIGNS AND GENERAL NOTES	0
LS-1	TOPOGRAPHIC SURVEY	0
LS-2	TOPOGRAPHIC SURVEY	0
A-1	SITE PLAN	0
A-2	ENLARGED SITE PLAN	0
A-3.0	ANTENNA PLAN (SUB-LEVEL/OFFICES -03)	0
A-3.1	ANTENNA PLAN (CLUB LEVEL -118)	1
A-3.2	ANTENNA PLAN (LOWER LEVEL -118)	0
A-3.3	ANTENNA PLAN (CONCOURSE LEVEL AND SUITES -43)	1
A-3.4	ANTENNA PLAN (MEZZANINE LEVEL AND SUITES -43)	1
A-3.5	ANTENNA PLAN (155 LEVEL)	1
A-3.6	ANTENNA PLAN (UPPER LEVEL -R8)	1
A-4	ELEVATIONS	0
A-5	EQUIPMENT AND ANTENNA DETAILS	0

APPROVALS

LANDLORD: _____
CONSTRUCTION MANAGER: _____
RF ENGINEER: _____
SITE ACQUISITION MANAGER: _____
ZONING MANAGER: _____
UTILITY COORDINATOR: _____
PROGRAM REGIONAL MANAGER: _____
NETWORK OPERATIONS MANAGER: _____



1-800-277-3600
4150 COLISEUM WAY
OAKLAND, CA 94621



1-800-277-3600
4150 COLISEUM WAY
OAKLAND, CA 94621



PROJECT INFORMATION:
CNS5953
 ORACLE ARENA ISE
 7000 COLISEUM WAY
 OAKLAND, CA 94621

CURRENT ISSUE DATE:
 11/12/10

ISSUED FOR:
 100% CONSTRUCTION
 DRAWING

KEY-DATE DESCRIPTION
 A 07/17/10 FOR CLIENT MARK-UP RSD
 A 09/17/10 RSD CONSTRUCTION RSD
 O 09/27/10 DRAWING INSTRUCTION RSD

PLANS PREPARED BY:

 PROJECT INFORMATION
 1802 COMMUNITY BLVD
 RANCHO CORDOVA, CA 95720
 TEL: (925) 966-5060

CONSULTANT:

 LYLE
 3140 GOLD CAMP DR, SUITE 30
 RANCHO CORDOVA, CA 95720

DRAWN BY: CHK: APV:
 RSD PP SAS
LICENSED:

REGISTERED PROFESSIONAL ENGINEER
 SPECIALTY: CIVIL
 No. C60216
 EXP. 06-30-12
 STATE OF CALIFORNIA

WARNING SIGNS AND GENERAL NOTES
T-3

NOTE

- CONTRACTOR SHALL INSTALL ALL INFORMATION CONTAINED HEREIN IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.
- CONTRACTOR SHALL FOLLOW ALL AT&T INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE.

INFORMATION
 ACTIVE ANTENNAE ARE INDICATED
 ON THE OUTSIDE FACE OF THIS BUILDING
 BEHIND THIS PANEL
 ON THIS STRUCTURE

STAY BACK A MINIMUM OF 3 FEET FROM THESE ANTENNAS

CONTACT AT&T MOBILITY AT 800-433-2822 AND FOLLOW THEIR INSTRUCTIONS PRIOR TO CLOSER THAN 3 FEET FROM THE ANTENNAS.

THIS IS AT&T MOBILITY SITE.

INFORMATION
 ALL WORK OF THESE SIGNAGE CONNECTIONS MUST BE IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

INFORMATION
 ALL WORK OF THESE SIGNAGE CONNECTIONS MUST BE IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

INFORMATION SIGNAGE

1 CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

2 FABRICATION

SIGN 1-1: DISTANCE DOOR. SEE DETAIL 1A. THIS SHEET

SIGN 1-2: MADE ON THE 50 MIL ALUMINUM SHEETING. SIZE 9 INCHES BY 18 INCHES. THE SIGN IS TO BE MOUNTED WITH HARDWARE WITH THERMALS. THE MAIN BACKGROUND COLOR IS TO BE WHITE FRONT AND BACK WITH BLACK LETTERING.

THE INFORMATION BAND SHALL BE 1/2 INCH SOLID GREEN BAND WITH 0.8 INCH HIGH HIGH-LETTERS. THE REF LINE SHALL BE 1/8 INCH LETTERS.

THE PLACEMENT OF TEXT SHALL BE DONE IN A MANNER THAT WILL PERMIT EASY READING FROM AN APPROXIMATELY 6 FEET IN FRONT OF THE SIGN.

ALL PANELS WILL BE BUILT WITH ENAMEL WITH UV PROTECTIVE COATING OVER THE FACE OF THE SIGN.

NOTICE SIGN

SCALE AND STRIPING INFORMATION

THE FOLLOWING INFORMATION IS A GUIDELINE WITH REGARD TO THE PREVALENT STANDARD LIMITING HUMAN EXPOSURE TO RADIO FREQUENCY ENERGY AND SHOULD BE USED AS SUCH IN THE SITE'S REGULATIONS SHOULD BE IN CONFLICT WITH ANY PART OF THESE REGULATIONS. THE CONTRACTOR SHALL FOLLOW THE REGULATIONS THAT SHALL BE FOLLOWED AND OVERRULE THE LESSER.

THE PUBLIC LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS LIMITED TO AND THE OCCUPATIONAL LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS LIMITED TO:

IF THE BOTTOM OF THE ANTENNA IS MOUNTED (B) LIGHT FEET ABOVE THE GROUND SURFACE AND THE ANTENNA IS NOT EXCEEDING THE COMMUNICATION SYSTEM (PCS) AND DOES NOT EXCEED THE PUBLIC LIMIT OF RF EXPOSURE LIMIT THEN NO STRIPING OR BARRICADES ARE REQUIRED.

IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (E.G. ROOF ACCESS DOOR) THAT CANNOT BE LOCKED OR FIRE CROSSED, THEN BOTH BARRICADES AND STRIPING SHALL BE REQUIRED. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE DETERMINED BY THE CONTRACTOR IN CONJUNCTION WITH THE AT&T PROJECT MANAGER FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.

IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS NOT EXCEEDED AND THE AREA IS NOT PUBLICLY ACCESSIBLE (E.G. ROOF ACCESS) THEN NO BARRICADES OR STRIPING ARE REQUIRED. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE DETERMINED BY THE CONTRACTOR IN CONJUNCTION WITH THE AT&T PROJECT MANAGER FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.

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PHOTOS OF ALL STRIPING, BARRICADES AND SIGNAGE SHALL BE PART OF THE AT&T CONSTRUCTION PROJECT MANAGER AT THE END OF THE CONSTRUCTION PROJECT. THE SIGNAGE SHALL BE YELLOW SAFETY TAPE IN A CROSS-HATCH PATTERN AS DETAILED BY THE CONSTRUCTION DRAWINGS. ALL BARRICADES SHALL BE MADE OF THE OPERATIONS OF THE ANTENNAS. BARRICADES SHALL BE PAIRED WITH THE AT&T CONSTRUCTION PROJECT MANAGER WITH A DETAILED SHOP DRAWING OF EACH BARRICADE UPON CONSTRUCTION COMPLETION.

CAUTION AND WARNING SIGN

SCALE N.T.S. **6**

NOTICE SIGN

SCALE N.T.S. **9**

NOT USED

INFORMATION SIGNAGE

1 CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

2 FABRICATION

SIGN 1-1: DISTANCE DOOR. SEE DETAIL 1A. THIS SHEET

SIGN 1-2: MADE ON THE 50 MIL ALUMINUM SHEETING. SIZE 9 INCHES BY 18 INCHES. THE SIGN IS TO BE MOUNTED WITH HARDWARE WITH THERMALS. THE MAIN BACKGROUND COLOR IS TO BE WHITE FRONT AND BACK WITH BLACK LETTERING.

THE INFORMATION BAND SHALL BE 1/2 INCH SOLID GREEN BAND WITH 0.8 INCH HIGH HIGH-LETTERS. THE REF LINE SHALL BE 1/8 INCH LETTERS.

THE PLACEMENT OF TEXT SHALL BE DONE IN A MANNER THAT WILL PERMIT EASY READING FROM AN APPROXIMATELY 6 FEET IN FRONT OF THE SIGN.

ALL PANELS WILL BE BUILT WITH ENAMEL WITH UV PROTECTIVE COATING OVER THE FACE OF THE SIGN.

INFORMATION SIGNAGE

1 CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE PROJECT DOCUMENT # 03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

2 FABRICATION

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GENERAL NOTES	SCALE	N.T.S.	10
NOTICE SIGN	SCALE	N.T.S.	6
CAUTION AND WARNING SIGN	SCALE	N.T.S.	9
NOT USED	SCALE	N.T.S.	8
DOORS/EQUIPMENT SIGN	SCALE	N.T.S.	7
FENCED COMPOUND SIGN	SCALE	N.T.S.	5
FCC ASR SIGN	SCALE	N.T.S.	6
GENERAL NOTES	SCALE	N.T.S.	10



PROJECT INFORMATION:
CNS953
ORACLE ARENA
 7000 COLISEUM WAY
 DANA POINT, CA 92629

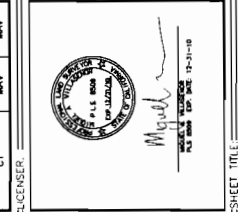
CURRENT ISSUE DATE: 08/27/10

ISSUED FOR: FINAL SURVEY

REV.	DATE	DESCRIPTION	BY
A	07/03/10	PRELIMINARY SUBMITTAL TITLE REPORT	FR
B	08/12/10	REVISED SUBMITTAL TITLE REPORT	FR
C	08/27/10	FINAL SUBMITTAL	FR

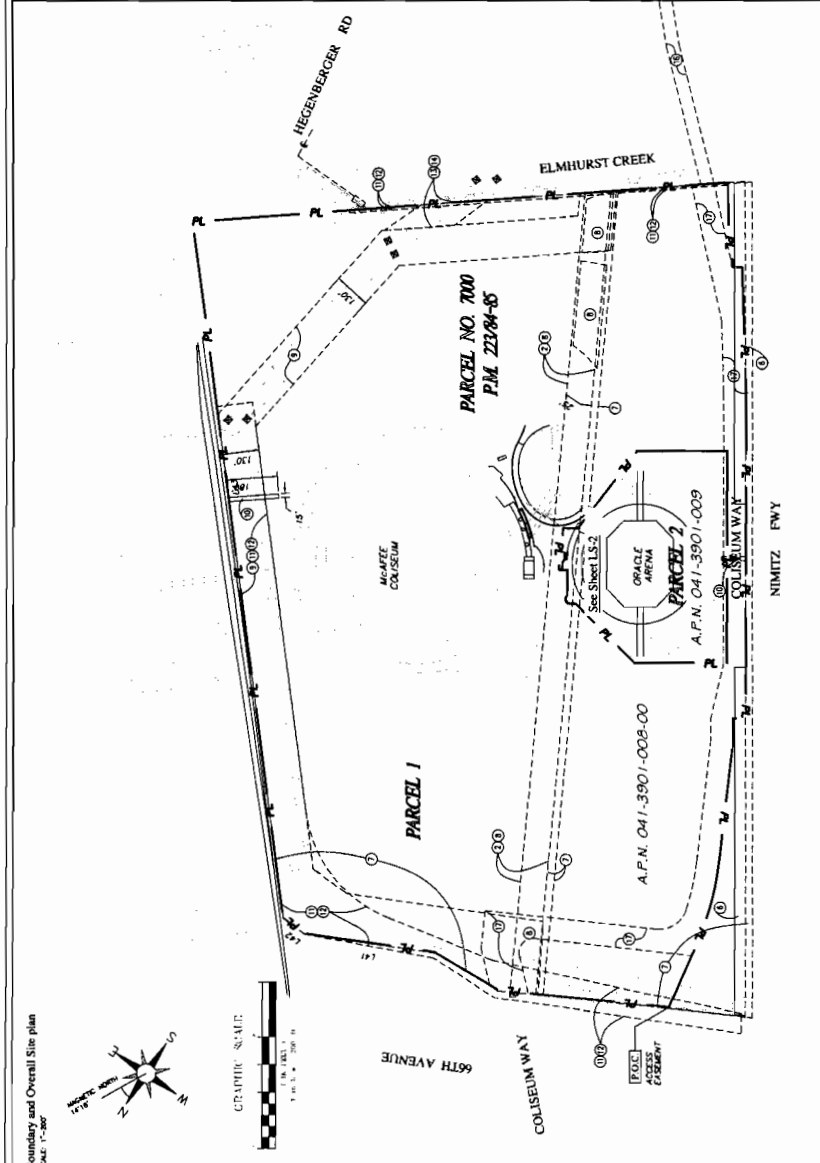
PLANS PREPARED BY:
R.F. FRANCISCO & Associates
 1940 COLLEGE BLVD
 SUITE 200
 DANFORTH, CA 92629
 TEL: (949) 931-8078
 FAX: (949) 931-8079
 EMAIL: rf@rfrancisco.com

CONSULTANT:
GIP CONSULTING
 1940 COLLEGE BLVD
 SUITE 200
 DANFORTH, CA 92629
 TEL: (949) 931-8078
 FAX: (949) 931-8079
 DRAWN BY: CT, MAV, MAV
 CHECKED BY: CT, MAV, MAV



SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NUMBER:
LS-1
 SHEET 1 OF 2



Surveyor Note
 THE FOLLOWING SURVEY, SECTION AND BEARINGS WERE OBTAINED FROM THE SURVEYOR'S RECORDS AND DO NOT CONSTITUTE A WARRANTY OF THE PROPERTY.

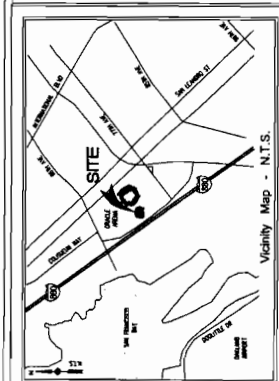
Proposed Lease Area & Utility Easements
 SEE SHEET LS-2 FOR MORE INFORMATION & LOCATION

Geographic Coordinates at Center of Arena
 1983 DATUM LATITUDE: 37° 47' 47.04" NORTH LONGITUDE: 122° 12' 10.30" WEST

Basis of Bearings
 THE BEARINGS WERE OBTAINED AND BEARS UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 1.

Benchmark:
 THE ELEVATIONS, SYSTEM, SECTION AND BEARS UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 1. ELEVATION = 118.10 FT (36.00 M).

Date of Survey
 JUNE 11, 2010



Title Insurance Report
 THE RECORD NO. 31144, STRATA TITLE OF CALIFORNIA, INC. PREPARED BY JUNE 11, 2010.

Assessor's Parcel No.
 01-1-3001-008

Legal Description
 THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, PARCEL ONE.

PARCEL 2, AS SHOWN AND DELINEATED UPON PARCEL MAP NO. 2000 FILED AUGUST 1, 1998 IN BOOK 251 OF PARCEL MAPS, AT FILE IN ALAMEDA COUNTY RECORDS.

PARCEL 2, AS SHOWN AND DELINEATED UPON PARCEL MAP NO. 2000 FILED AUGUST 1, 1998 IN BOOK 251 OF PARCEL MAPS, AT FILE IN ALAMEDA COUNTY RECORDS.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, PARCEL ONE.

- Items - Schedule B**
- ① LEGAL DESCRIPTION BUT LIMITED TO AN EASEMENT FOR CONDUITS, PIPE LINES AND POLE LINES, AND AN EASEMENT FOR UTILITIES, A PUBLIC CORPORATION, RECORDS IN ALAMEDA COUNTY RECORDS, BOOK 251 OF PARCEL MAPS, AT FILE IN ALAMEDA COUNTY RECORDS.
 - ② AN EASEMENT FOR SERVICE PIPE LINES WITH APPURTENANCES, RIGHTS AND RIGHTS RESERVED, RECORDS IN ALAMEDA COUNTY RECORDS, BOOK 251 OF PARCEL MAPS, AT FILE IN ALAMEDA COUNTY RECORDS.
 - ③ AN EASEMENT FOR SERVICE PIPE LINES WITH APPURTENANCES, RIGHTS AND RIGHTS RESERVED, RECORDS IN ALAMEDA COUNTY RECORDS, BOOK 251 OF PARCEL MAPS, AT FILE IN ALAMEDA COUNTY RECORDS.
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 OAKLAND, CA 94621

CURRENT ISSUE DATE:
 11/12/10

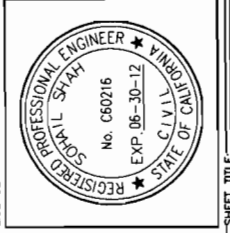
ISSUED FOR:
100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP RSD	
A	09/11/10	90% CONSTRUCTION DRAWING	RSD
D	09/27/10	100% CONSTRUCTION DRAWING	RSD

PLANS PREPARED BY:

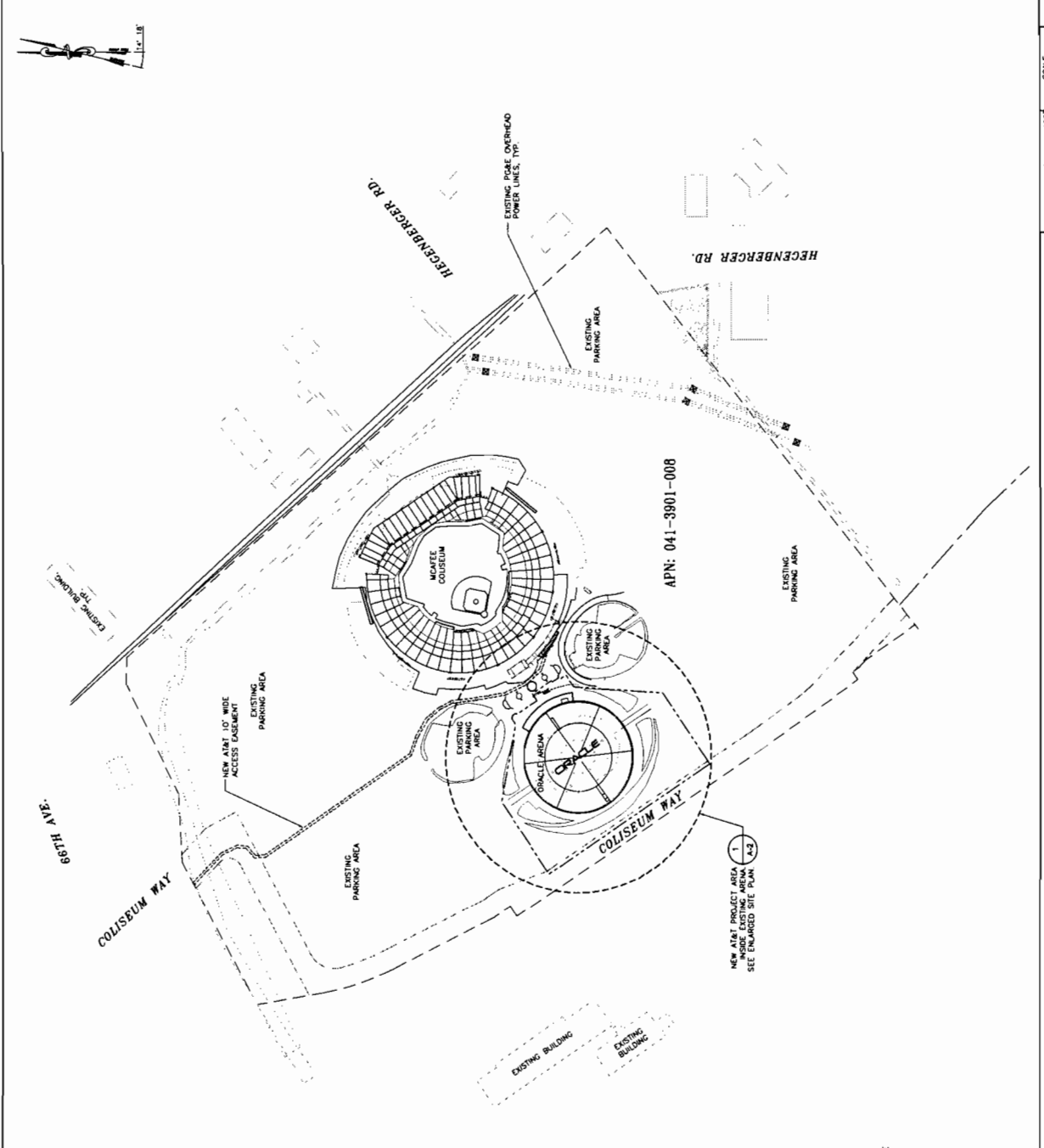
 FOR CORPORATION
 1902 CONSUMERS BLVD
 SAN FRANCISCO, CA 94109
 TEL: (415) 694-1000

CONSULTANT:
L Y L E
 3110 GOLD CAMP DR, SUITE 30
 RANCHO CORDOVA, CA 95670



DRAWN BY: CHK. BY: APP. BY:
 RSD PP SAS
 ICENSER

SHEET TITLE:
SITE PLAN
 SHEET NUMBER:
A-1



- SCALE NOTE:**
 IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
- GENERAL NOTES:**
- THIS PROPOSAL IS FOR AN UNMANNED TELECOMMUNICATIONS FACILITY. THE INSTALLATION OF NEW EQUIPMENT AND ANTENNAS IS TO BE LOCATED IN THE EXISTING ANTENNA MOUNTING AREAS. THE FACILITY DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
 - THE NEW FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE HABITAT. (NO HANDICAP ACCESS IS REQUIRED).
 - OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T MOBILE TECHNICIANS.
 - NO NOISE, SMOKE, DUST OR ODDOR WILL RESULT FROM THIS PROPOSAL.
 - OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT NEW.
 - ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 - SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
 - SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS REQUIRED FOR CONSTRUCTION.
 - THE SITE ON A DAILY BASIS MUST BE KEPT CLEAR OF TRASH AND DEBRIS FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY AT&T MOBILITY OF ANY VIOLATIONS TO OBTAINING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- SITE WORK GENERAL NOTES:**
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE IDENTIFIED AND PROTECTED. ANY UTILITIES NOT IDENTIFIED SHALL BE PROTECTED ON ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. THE SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR ALL UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR ALL UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING TO ALL FALL PROTECTION B) CONTAINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
 - ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
 - IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND DISPOSED OF LEGALLY.
 - THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE SITE EQUIPMENT AND TOWER AREAS.
 - NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
 - THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
 - UTILITIES SHALL BE IDENTIFIED AND PROTECTED. ALL GAS, ELECTRIC AND OTHER UTILITIES SHALL BE IDENTIFIED AND PROTECTED. ALL UTILITIES SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE PROTECTED PRIOR TO THE START OF CONSTRUCTION. THE EXECUTION OF THE WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER, OWNER AND/OR LOCAL UTILITIES.
 - THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. PRESENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
 - SUBCONTRACTOR SHALL MAINTAIN ACCESS TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF ANY, SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LOCAL REGULATIONS FOR EROSION AND SEDIMENT CONTROL.
 - ADD ELECTRICAL CONNECTIONS IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED UNDERGROUND TO THE NEAREST UTILITY POLE.
 - NO WORK SHALL BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT THE NECESSARY PERMITS FROM THE ENVIRONMENTAL AND PUBLIC WORKS MANAGEMENT DEPARTMENT - ADMINISTRATIVE SERVICES.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ALL DAMAGED OFFSITE INFRASTRUCTURE CAUSED BY CONSTRUCTION. CALL PUBLIC WORKS DEPARTMENT FOR CAUTION OF OFFICE EMPLOYEES OR SUBSTANTIAL COMPLETION OF ON-SITE WORK.
 - NO CONSTRUCTION DEBRIS SHALL BE SPILLED OR STORED ONTO PUBLIC RIGHT-OF-WAY.
 - NO RUNOFF SEDIMENT OR WASTES IS ALLOWED IN WATER LEAVING THE SITE.
 - ALL SITE UTILITIES SHALL BE CONSTRUCTED UNDERGROUND TO THE NEAREST POLE.
 - ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED FOR OFF-SITE IMPROVEMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

SITE PLAN SCALE 1" = 200'-0" 1



4430 ROSEWOOD DR.
PLEASANTON, CA 94588

CN5953
ORACLE ARENA ISE
7000 COLISEUM WAY
OAKLAND, CA 94621

CURRENT ISSUE DATE: 11/12/10

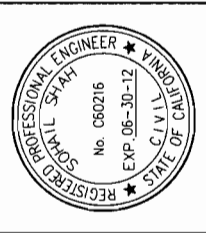
ISSUED FOR:
100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP RSD	
A	08/11/10	50% CONSTRUCTION DRAWING	RSD
D	09/27/10	100% CONSTRUCTION DRAWING	RSD

PLANS PREPARED BY:
epj
PDS CORPORATION
1925 COMMERCIAL BLDG
SAN FRANCISCO, CA 94109
TEL: (415) 398-1338

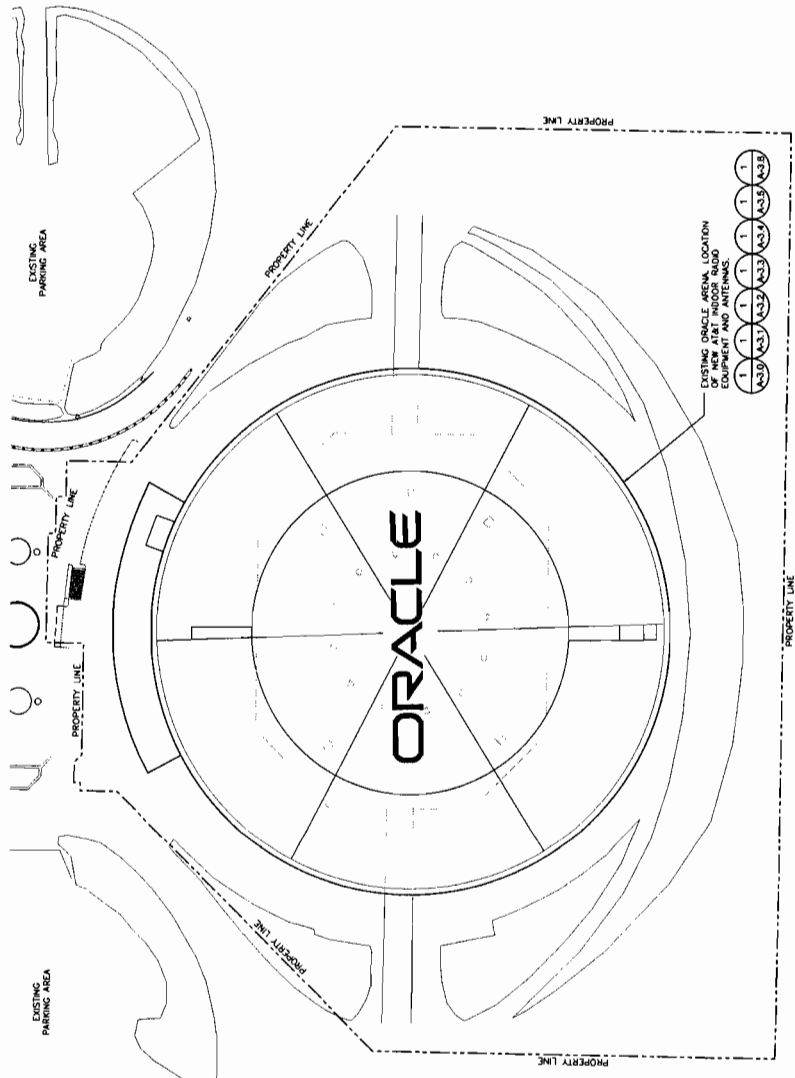
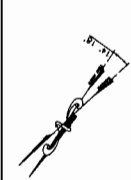
CONSULTANT:
L Y L E
3140 GOLD CAMP DR, SUITE 30
RANCHO CORDONA, CA 95870

DRAWN BY: RSD
PP
SAS
CHK.:
APV.:



SHEET TITLE:
ENLARGED SITE PLAN




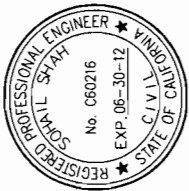
SHEET NUMBER:
A-2

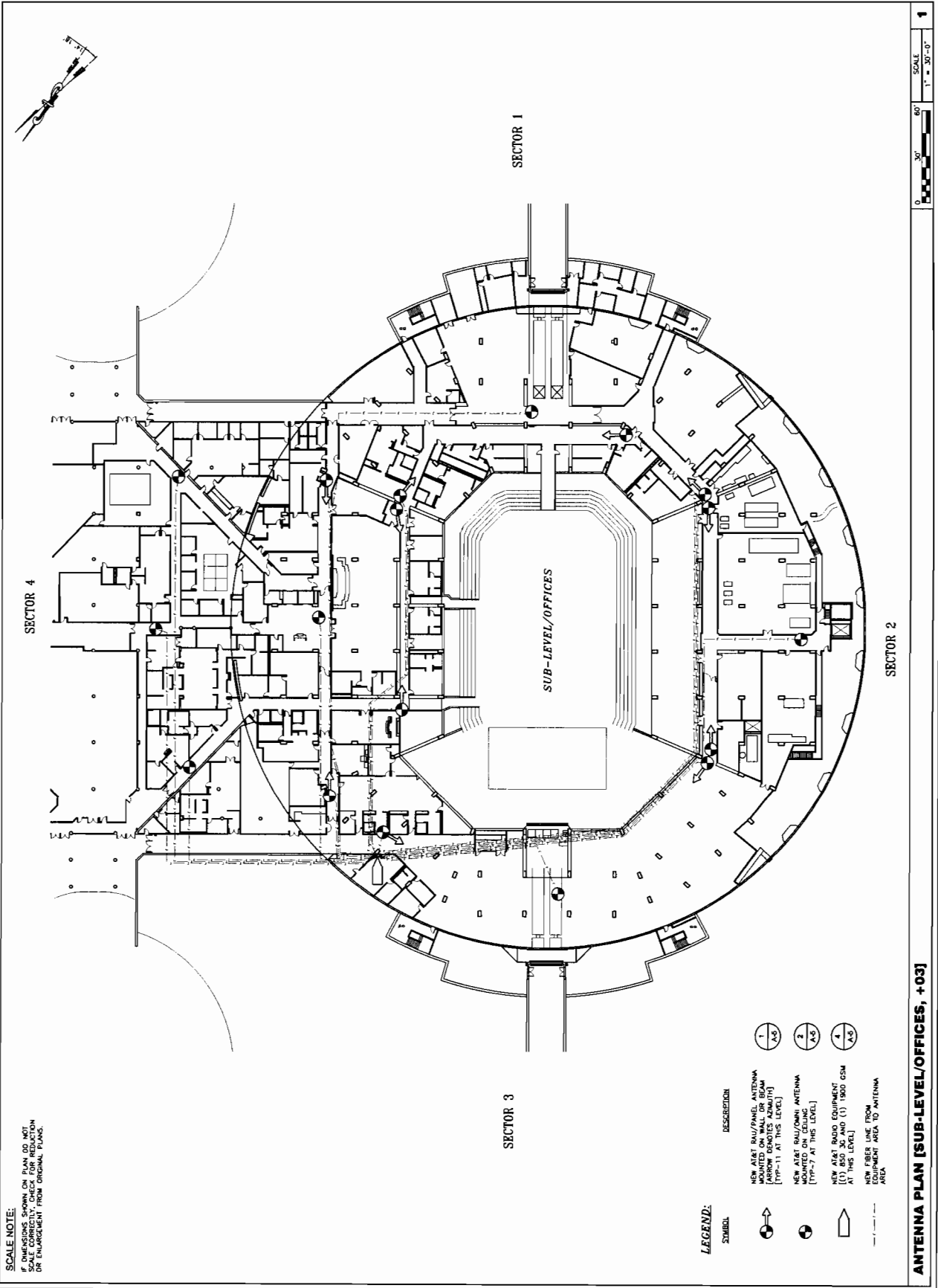


SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT
CORRESPOND TO FIELD MEASUREMENTS,
OR ENLARGEMENT FROM ORIGINAL PLANS.





SCALE: 1" = 50'-0"
1

ENLARGED SITE PLAN

 <p>4430 ROSEWOOD DR. PLEASANTON, CA 94588</p>	<p>CN5953</p> <p>ORACLE ARENA ISE</p> <p>7000 COLLEBUM WAY OAKLAND, CA 94621</p> <p>CURRENT ISSUE DATE: 11/12/10</p>	<p>ISSUED FOR:</p> <p>100% CONSTRUCTION DRAWING</p>	<p>REV. DATE: DESCRIPTION: BY:</p> <table border="1"> <tr> <td>A</td> <td>07/17/10</td> <td>FOR CLIENT MARK-UP</td> <td>RSD</td> </tr> <tr> <td>A</td> <td>09/11/10</td> <td>50% CONSTRUCTION DRAWING</td> <td>RSD</td> </tr> <tr> <td>0</td> <td>09/27/10</td> <td>100% CONSTRUCTION DRAWING</td> <td>RSD</td> </tr> </table>	A	07/17/10	FOR CLIENT MARK-UP	RSD	A	09/11/10	50% CONSTRUCTION DRAWING	RSD	0	09/27/10	100% CONSTRUCTION DRAWING	RSD	<p>PLANS PREPARED BY:</p>  <p>1982 COLUMBIAN BLVD SUNNYVALE, CA 95088 TEL: (408) 261-2000</p>	<p>CONSULTANT:</p>  <p>3140 GOLD CAMP DR, SUITE 30 RANCHO CORDOVA, CA 95670</p>	<p>DRAWN BY: RSD</p> <p>PP</p> <p>SAS</p> <p>LICENSER:</p>	 <p>REGISTERED PROFESSIONAL ENGINEER SOFTAIL SHAFT No. 060216 EXP. 06-30-12 STATE OF CALIFORNIA</p>	<p>SHEET TITLE:</p> <p>ANTENNA PLAN [SUB-LEVEL / OFFICES, +03]</p>	<p>SHEET NUMBER:</p> <p>A-3.0</p>
				A	07/17/10	FOR CLIENT MARK-UP	RSD														
A	09/11/10	50% CONSTRUCTION DRAWING	RSD																		
0	09/27/10	100% CONSTRUCTION DRAWING	RSD																		



SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT
SCALE CORRECTLY, CHECK FOR REDUCTION
OR ENLARGEMENT FROM ORIGINAL PLANS.

- LEGEND:**
- | | | |
|---|----------|---|
|  | 1 | NEW AIRT RAU/PANEL ANTENNA
MOUNTED ON WALL OR BEAM
(ARROW DENOTES AZIMUTH)
[TYPE-1 AT THIS LEVEL] |
|  | 2 | NEW AIRT RAU/OWN ANTENNA
[TYPE-2 AT THIS LEVEL] |
|  | 4 | NEW AIRT RADIO EQUIPMENT
[(1) 1500 SC AND (1) 1500 GSM
AT THIS LEVEL] |
|  | | NEW FIBER LINE FROM
ADJACENT AREA TO ANTENNA
AREA |

ANTENNA PLAN [SUB-LEVEL/OFFICES, +03]

1



PROJECT INFORMATION:
CN5953
ORACLE ARENA ISE
 7090 COLISEUM WAY
 OAKLAND, CA 94621

CURRENT ISSUE DATE: 11/12/10
 ISSUED FOR: 100% CONSTRUCTION DRAWING

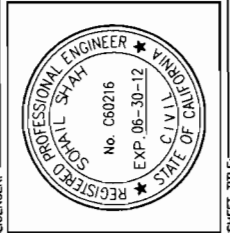
REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP	RSD
A	09/11/10	50% CONSTRUCTION DRAWING	RSD
D	09/27/10	100% CONSTRUCTION DRAWING	RSD
1	11/12/10	ADDITIONAL ANTENNAS	RSD

PLANS PREPARED BY:

 PDC CORPORATION
 1082 COLONIA BLVD
 LAYTON, CO 80050
 TEL: (303) 546-5568

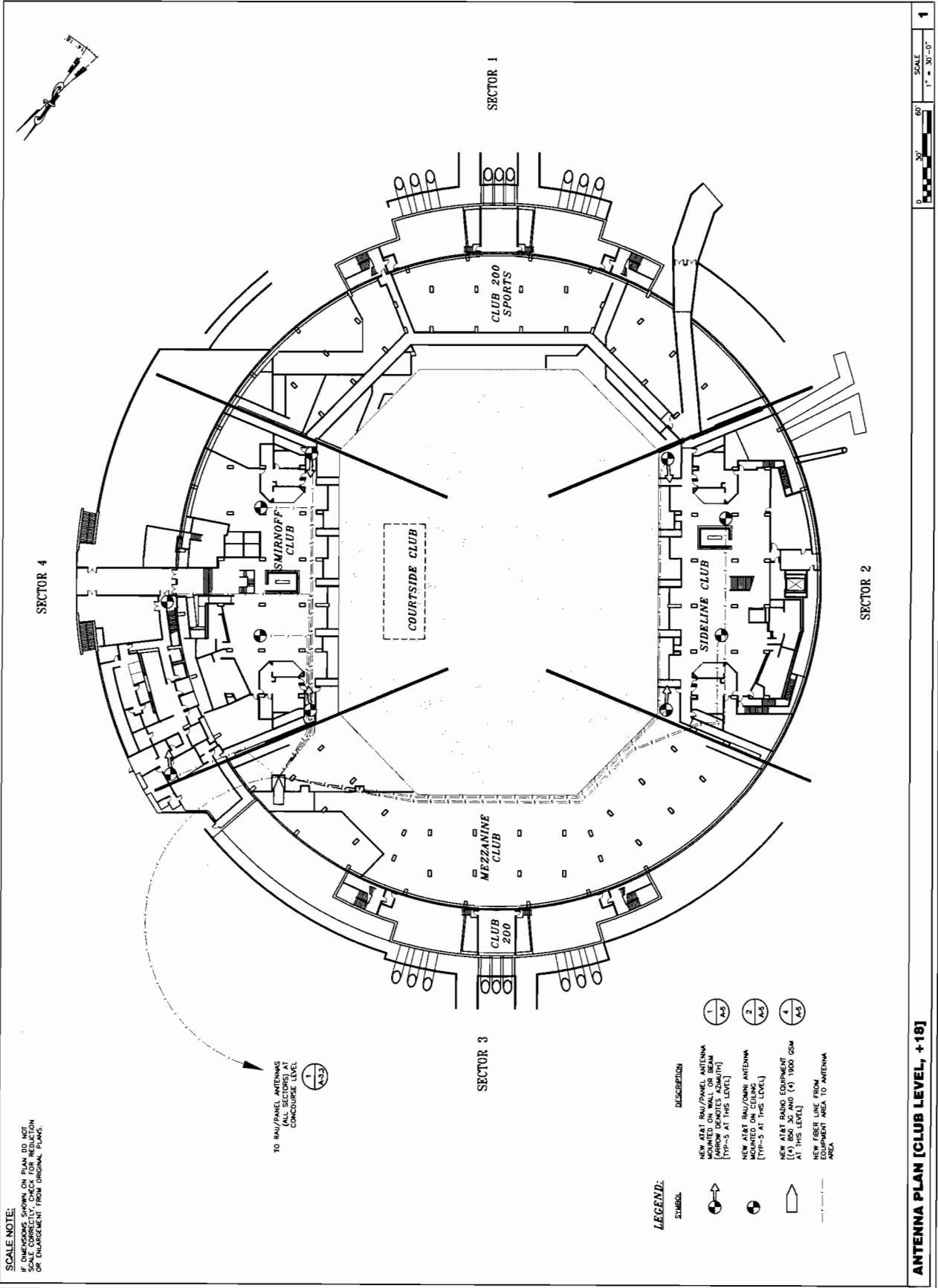
CONSULTANT:

 LYLE
 3140 GOLD CAMP DR, SUITE 30
 RANCHO CORDONA, CA 95870



SHEET TITLE:
ANTENNA PLAN [CLUB LEVEL, +18]

SHEET NUMBER:
A-3.1



SCALE NOTE:
 IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

TO RAU/PANEL ANTENNAS (ALL SECTORS) AT CONCOURSE LEVEL.
 1 A-3.7

LEGEND:

SYMBOL	DESCRIPTION
	NEW AT&T RAU/PANEL ANTENNA MOUNTED ON WALL OR BEAM (TYP-5 AT THIS LEVEL)
	NEW AT&T RAU/PANEL ANTENNA MOUNTED ON COLUMN (TYP-5 AT THIS LEVEL)
	NEW AT&T RADIO EQUIPMENT (TYP-5 AT THIS LEVEL)
	NEW FIBER LINE FROM EQUIPMENT AREA TO ANTENNA AREA

ANTENNA PLAN [CLUB LEVEL, +18]



4430 ROSEWOOD DR.
PLEASANTON, CA 94588


CN5953
ORACLE ARENA ISE
7000 COLISEUM WAY
OAKLAND, CA 94621

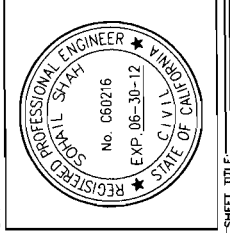
CURRENT ISSUE DATE: 11/12/10

ISSUED FOR: 100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP	RSD
A	09/11/10	90% CONSTRUCTION DRAWING	RSD
0	09/27/10	100% CONSTRUCTION DRAWING	RSD

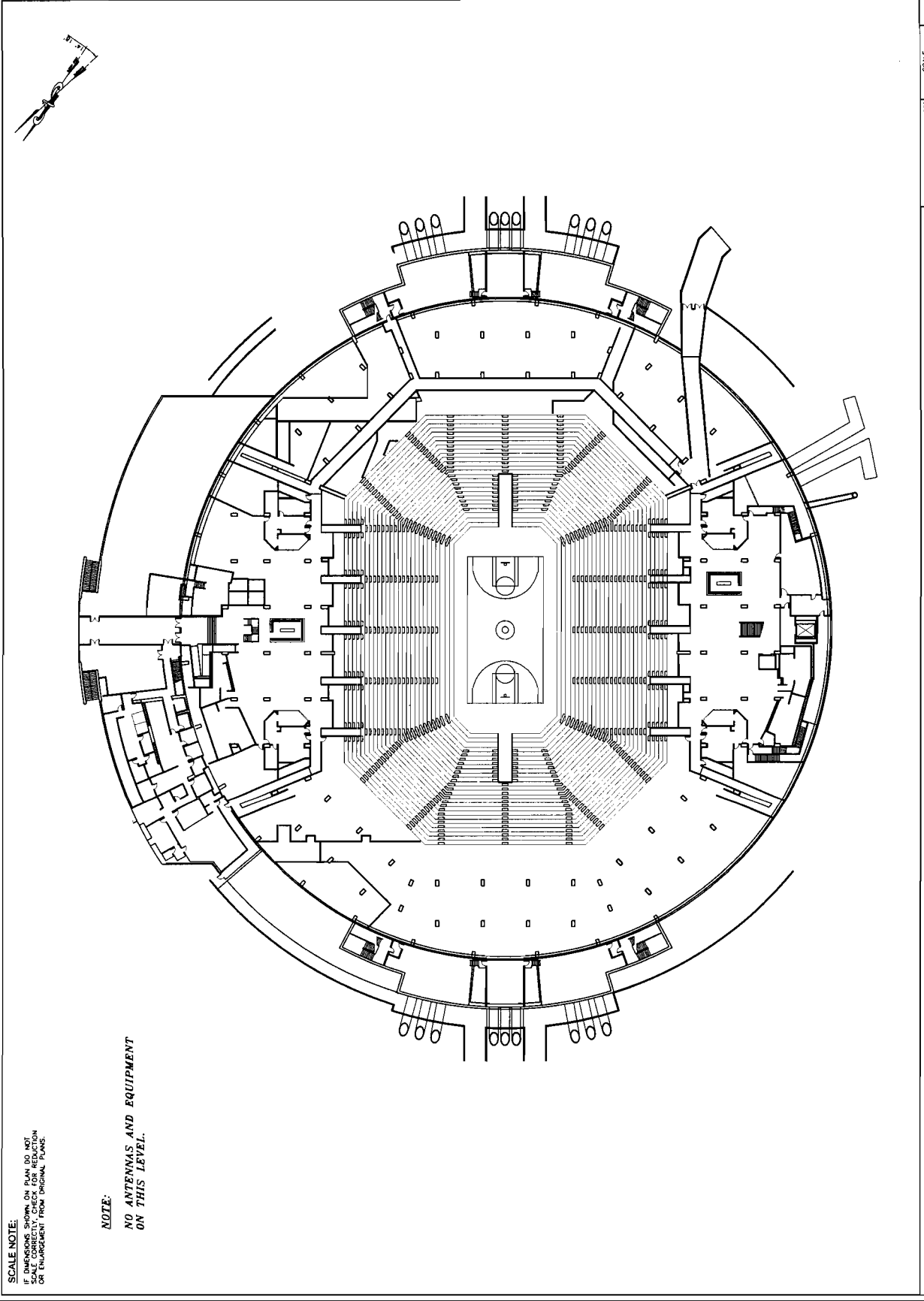
PLANS PREPARED BY: 
 EPI CORPORATION
 1022 COMMUNITY BLVD.
 SAN FRANCISCO, CA 94115
 TEL: (415) 435-2300

CONSULTANT: 
 3140 GOLD CAMP DR, SUITE 30
 RANCHO CORDOVA, CA 95670



SHEET TITLE: ANTENNA PLAN [LOWER LEVEL, +18]

SHEET NUMBER: A-3.2



SCALE NOTE:
 IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

NOTE:
 NO ANTENNAS AND EQUIPMENT ON THIS LEVEL.

SCALE: 1" = 30'-0"
 0 30' 60'
ANTENNA PLAN [LOWER LEVEL, +18]
 1



4130 ROSEWOOD DR.
FOLSOM, CA 95688

CN5953
ORACLE ARENA ISE
7000 COLISEUM WAY
OAKLAND, CA 94621

ISSUED FOR: 11/12/10
100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP RSD	
A	09/11/10	90% CONSTRUCTION DRAWING	RSD
0	09/27/10	100% CONSTRUCTION DRAWING	RSD
1	11/12/10	ADDITIONAL ANTENNAS RSD	

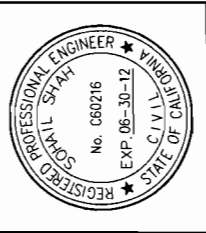
PLANS PREPARED BY:

PIPE CORPORATION
1932 CONCOMEN BLDG.
SAN FRANCISCO, CA 94109
TEL: (415) 398-3000

CONSULTANT:

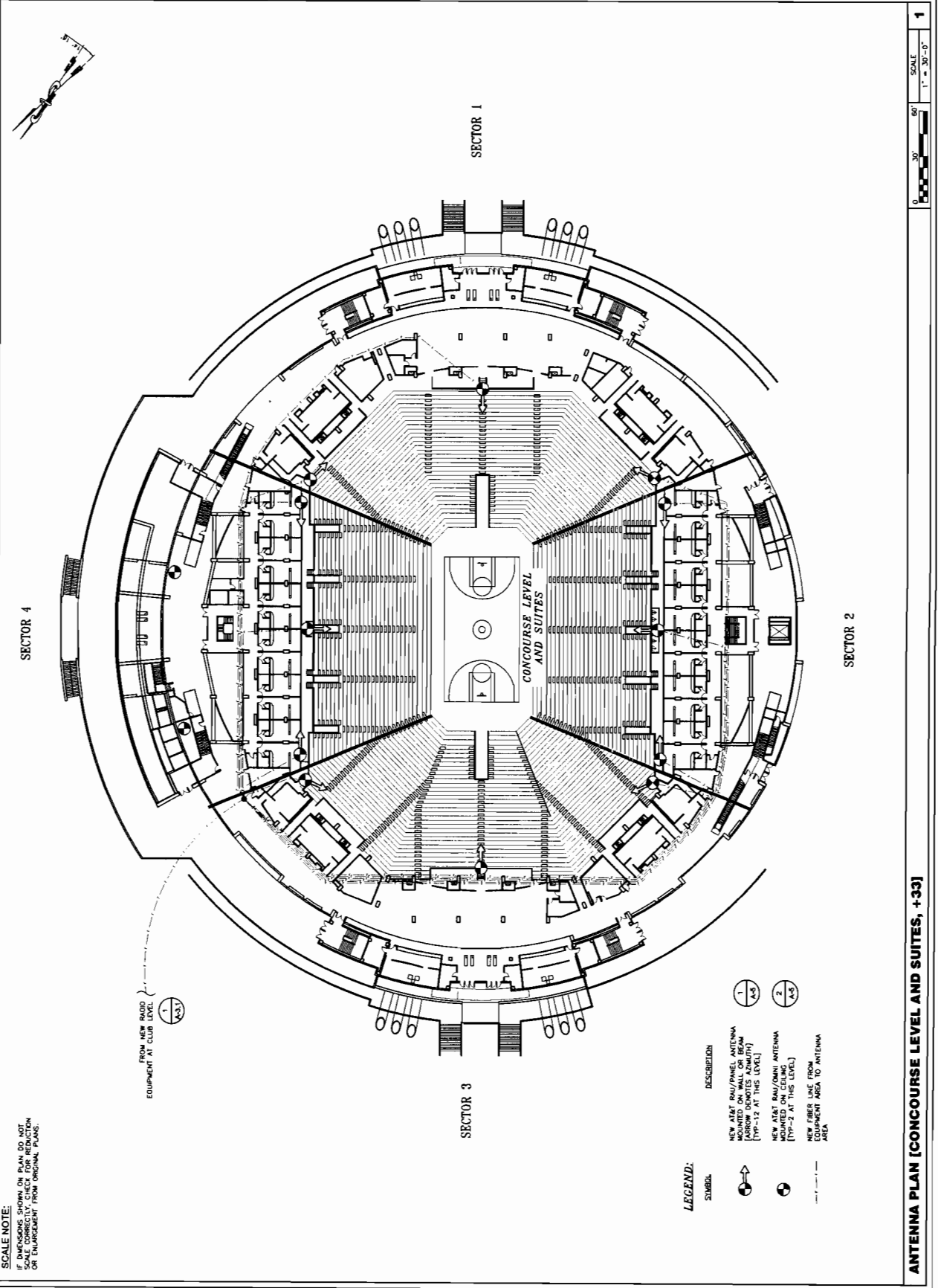
L Y L E
3140 GOLD CAMP DR, SUITE 30
RANCHO CORDOVA, CA 95710

DRAWN BY: RSD
CHECKED BY: PP
APPROVED BY: SAS



SHEET TITLE: **ANTENNA PLAN [CONOURSE LEVEL AND SUITES, +33]**

SHEET NUMBER: **A-3.3**



SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT
CORRESPOND TO DIMENSIONS OF ENLIGHTENMENT
FROM ORIGINAL PLANS.




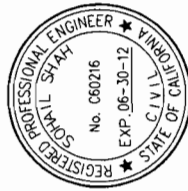
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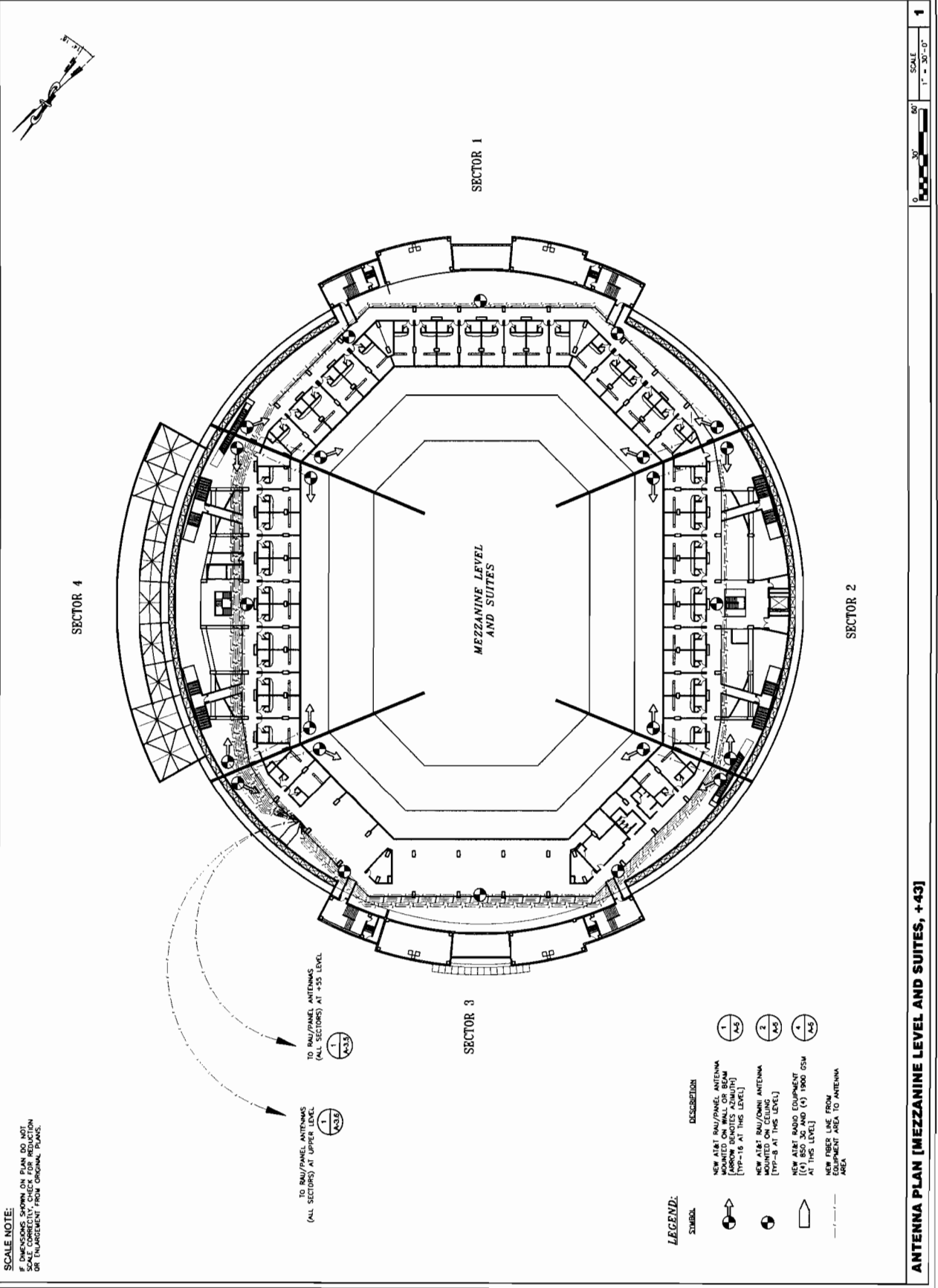
SYMBOL	DESCRIPTION
	NEW AT&T RAU/PANE, ANTENNA MOUNTED ON WALL OR BEAM [ARROW DENOTES AZIMUTH] [TP-12 AT THIS LEVEL]
	NEW AT&T RAU/OMNI ANTENNA MOUNTED ON CEILING [TP-2 AT THIS LEVEL]
	NEW FIBER LINE FROM EQUIPMENT AREA TO ANTENNA AREA

ANTENNA PLAN [CONCOURSE LEVEL AND SUITES, +33]





SCALE: 1" = 30'-0"
0 30' 60'

1

 <p>4130 ROSEWOOD DR. FOLSOM, CA 95630</p>		<p>CN5953</p> <p>ORACLE ARENA ISE</p> <p>7000 COLISEUM WAY OAKLAND, CA 94621</p>		<p>ISSUED FOR: 100% CONSTRUCTION DRAWING</p> <p>ISSUED DATE: 11/12/10</p>		<p>REV. DATE DESCRIPTION BY</p> <table border="1"> <tr> <td>A</td> <td>07/17/10</td> <td>FOR CLIENT MARK-UP RSD</td> <td></td> </tr> <tr> <td>A</td> <td>09/17/10</td> <td>ISSUE CONSTRUCTION DRAWINGS</td> <td>RSD</td> </tr> <tr> <td>D</td> <td>09/27/10</td> <td>ISSUE CONSTRUCTION DRAWINGS</td> <td>RSD</td> </tr> <tr> <td>1</td> <td>11/12/10</td> <td>ADDITIONAL ANTENNAS</td> <td>RSD</td> </tr> </table>		A	07/17/10	FOR CLIENT MARK-UP RSD		A	09/17/10	ISSUE CONSTRUCTION DRAWINGS	RSD	D	09/27/10	ISSUE CONSTRUCTION DRAWINGS	RSD	1	11/12/10	ADDITIONAL ANTENNAS	RSD	<p>PLANS PREPARED BY:</p>  <p>PROFESSIONAL ENGINEER 1002 COLCATHY BLVD SAN FRANCISCO, CA 94109 TEL: (415) 778-3388</p>		<p>CONSULTANT:</p>  <p>3140 GOLD CAMP DR, SUITE 30 SANCHO GORDON, CA 95070</p>		<p>DRAWN BY: RSD CHK.: APV. PP: SAS SAS</p>		 <p>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA NO. 060216 EXP. 06-30-12</p>		<p>SHEET TITLE: ANTENNA PLAN [MEZZANINE LEVEL AND SUITES, +43]</p> <p>SHEET NUMBER: A-3.4</p>	
A	07/17/10	FOR CLIENT MARK-UP RSD																															
A	09/17/10	ISSUE CONSTRUCTION DRAWINGS	RSD																														
D	09/27/10	ISSUE CONSTRUCTION DRAWINGS	RSD																														
1	11/12/10	ADDITIONAL ANTENNAS	RSD																														



SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT
AGREE WITH DIMENSIONS SHOWN ON
SECTION, THE DIMENSIONS SHOWN ON
SECTION SHALL GOVERN.

- LEGEND:**
- | SYMBOL | DESCRIPTION |
|---|--|
|  | NEW AT&T RAU/PANEL ANTENNA MOUNTED ON WALL OR BEAM (TYPE-16 AT THIS LEVEL) |
|  | NEW AT&T RAU/OMNI ANTENNA (TYPE-16 AT THIS LEVEL) |
|  | NEW AT&T RADIO EQUIPMENT (TYPE-16 AT THIS LEVEL) |
|  | NEW FIBER USE FROM EQUIPMENT AREA TO ANTENNA AREA |

ANTENNA PLAN [MEZZANINE LEVEL AND SUITES, +43]

SCALE: 1" = 30'-0"



4130 ROSEWOOD DR.
FOLSOM, CA 95632

PROJECT INFORMATION:
CN5953
ORACLE ARENA ISE
7000 COLISEUM WAY
OAKLAND, CA 94621

CURRENT ISSUE DATE:
11/12/10

ISSUED FOR:
100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP RSD	
A	09/11/10	50% CONSTRUCTION DRAWING	RSD
D	09/27/10	CONSTRUCTION DRAWING	RSD
1	11/12/10	ADDITIONAL ANTENNAS RSD	

PLANS PREPARED BY:



100% CONSTRUCTION RSD
100% CONSTRUCTION RSD
TEL: (925) 504-2000

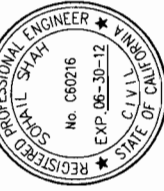
CONSULTANT:



3140 GOLD CAMP DR. SUITE 30
RANCHO CORDOVA, CA 95820

DRAWN BY: RSD
CHK.: PP
APP.: SAS

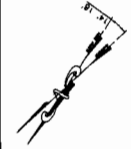
LICENSER:



SHEET TITLE:

**ANTENNA PLAN
[+55 LEVEL]**

SHEET NUMBER:
A-3.5

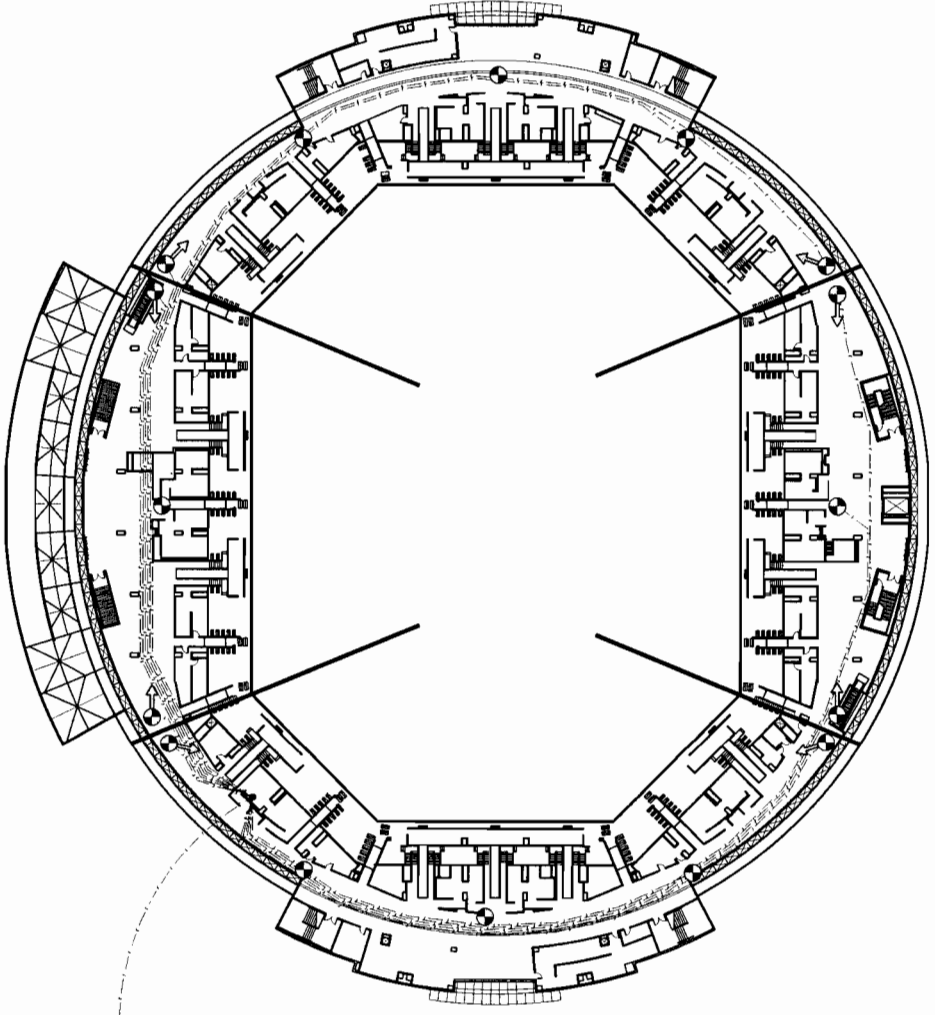


SECTOR 4

SECTOR 1

SECTOR 2

SECTOR 3



FROM NEW RADIO EQUIPMENT
AT MEZZANINE LEVEL
1
A.3.5

SCALE NOTE:
F DIMENSIONS SHOWN ON PLAN DO NOT
SCALE. DIMENSIONS FOR REDUCTION
OR ENLARGEMENT FROM ORIGINAL PLOTTING.

LEGEND:

- | SYMBOL | DESCRIPTION |
|--------|--|
| | NEW AT&T RAN/PANEL ANTENNA
MOUNTED ON WALL OR BEAM
(ARROW DENOTES AZIMUTH)
[TYPE-B AT THIS LEVEL] |
| | NEW AT&T RAN/DOME ANTENNA
MOUNTED ON CEILING
[TYPE-B AT THIS LEVEL] |
| | NEW FIBER LINE FROM
EQUIPMENT AREA TO ANTENNA
AREA |

SCALE
1" = 30'-0"
0 30' 60'

ANTENNA PLAN [+55 LEVEL]

1



PROJECT INFORMATION:
CNS953
ORACLE ARENA ISE
 7000 COUSELUM WAY
 OAKLAND, CA 94621

CURRENT ISSUE DATE: 11/12/10

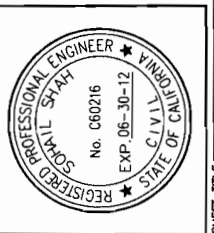
ISSUED FOR:
100% CONSTRUCTION DRAWING

REV.	DATE	DESCRIPTION	BY
A	07/17/10	FOR CLIENT MARK-UP	RSD
A	06/11/10	100% CONSTRUCTION DRAWING	RSD
D	06/27/10	100% CONSTRUCTION DRAWING	RSD
1	11/12/10	ADDITIONAL ANTENNAS	RSD

PLANS PREPARED BY:
cip
 PCS CORPORATION
 1925 CALIFORNIA BLVD
 LIVERMORE, CA 94550
 TEL: (925) 946-1000

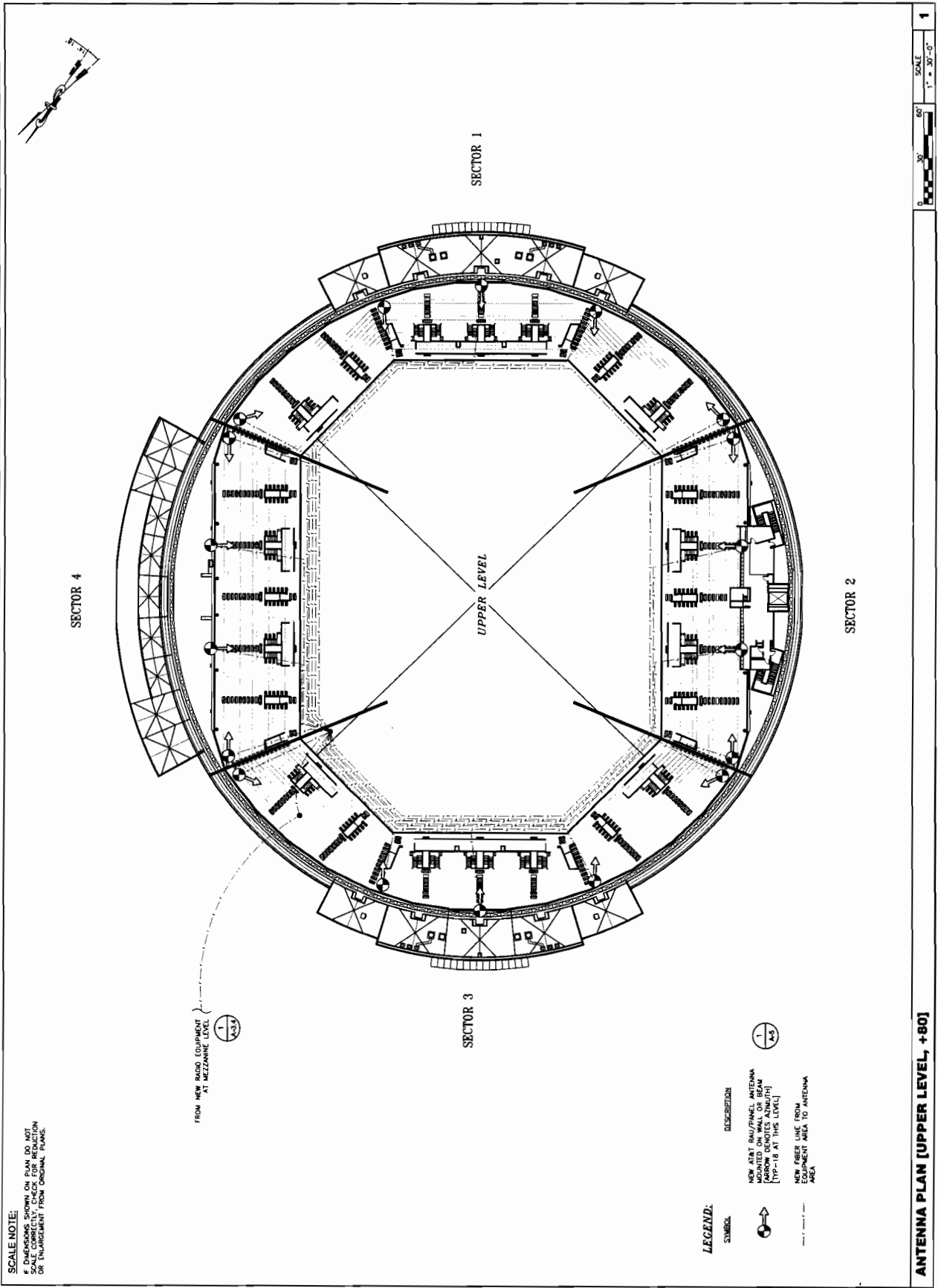
CONSULTANT:
L Y L E
 3145 GOLD CAMP DR, SUITE 30
 RANCHO CORDONA, CA 95870

DRAWN BY: CHK. BY: RSD
 PP SAK
 LICENSE: RSD



SHEET TITLE:
ANTENNA PLAN [UPPER LEVEL, +80]

SHEET NUMBER:
A-3.6



SCALE NOTE:
 IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

SECTOR 4

SECTOR 1

SECTOR 2

SECTOR 3

UPPER LEVEL

FROM NEW RADIO EQUIPMENT AT RECEIVING LEVEL

- LEGEND:**
- SYMBOL: [Arrow pointing up]
 - DESCRIPTION: NEW AT&T (BAU/PANEL) ANTENNA MOUNTED ON WALL OR BEAM (TYP.-18 AT THIS LEVEL)
 - SYMBOL: [Dashed line]
 - DESCRIPTION: NEW FIBER LINE FROM EQUIPMENT AREA TO ANTENNA AREA



ANTENNA PLAN [UPPER LEVEL, +80] 1



7000 COLISEUM WAY
OAKLAND, CA 94620

PROJECT INFORMATION:

CN5953

ORACLE ARENA ISE

7000 COLISEUM WAY
OAKLAND, CA 94620

CURRENT ISSUE DATE:

11/12/10

ISSUED FOR:

**100% CONSTRUCTION
DRAWING**

REV. DATE: DESCRIPTION: BY:

A	07/17/10	FOR CLIENT MARK-UP	RSD
A	09/11/10	90% CONSTRUCTION	RSD
D	09/27/10	100% CONSTRUCTION DRAWING	RSD

PLANS PREPARED BY:

REG. CORPORATION



109 CONCOMER BLVD.
SAN JOSE, CA 95128
TEL: (415) 604-3065

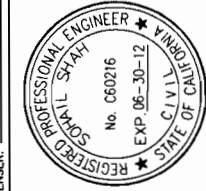
CONSULTANT:



3140 GOLD CAMP DR. SUITE 30
SAN JOSE, CALIF. 95128

DRAWN BY: CHK.: APV.:
RSD PP SAS

LICENSED:



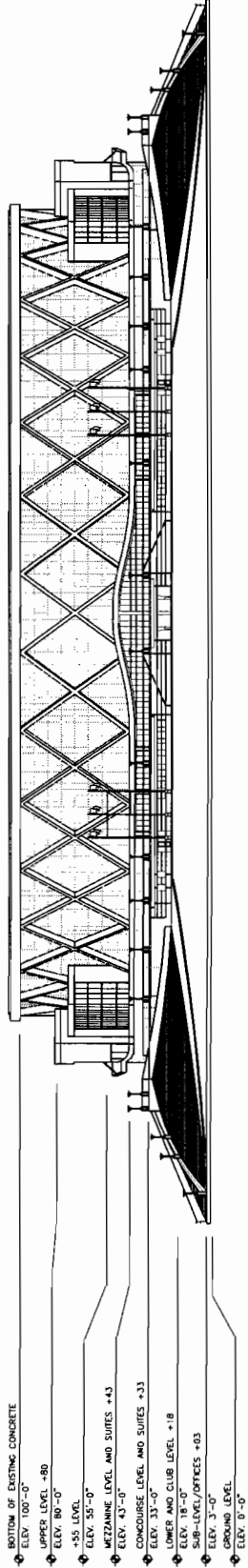
SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

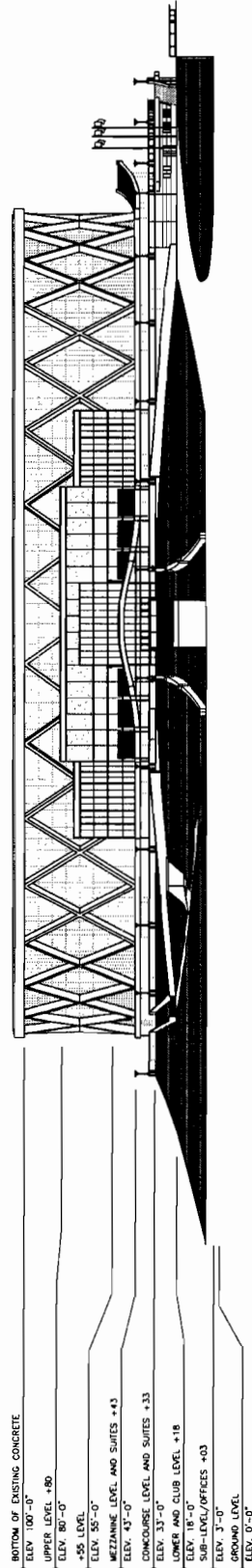
A-4

NOTE:
ALL NEW RIGID EQUIPMENT AND
ANTENNAS ARE LOCATED INSIDE THE
STRUCTURE. ANTENNAS ARE NOT
VISIBLE ON THE ELEVATIONS SHOWN.



EAST ELEVATION SCALE 1" = 30'-0" 1

- ◆ BOTTOM OF EXISTING CONCRETE
- ◆ ELEV. 100'-0"
- ◆ UPPER LEVEL +80
- ◆ ELEV. 80'-0"
- ◆ +55 LEVEL
- ◆ ELEV. 55'-0"
- ◆ MEZZANINE LEVEL AND SUITES +43
- ◆ ELEV. 43'-0"
- ◆ CONCOURSE LEVEL AND SUITES +33
- ◆ ELEV. 33'-0"
- ◆ LOWER AND CLUB LEVEL +18
- ◆ ELEV. 18'-0"
- ◆ SUB-LEVEL/OFFICES +03
- ◆ ELEV. 3'-0"
- ◆ GROUND LEVEL
- ◆ ELEV. 0'-0"



SOUTH ELEVATION SCALE 1" = 30'-0" 2

- ◆ BOTTOM OF EXISTING CONCRETE
- ◆ ELEV. 100'-0"
- ◆ UPPER LEVEL +80
- ◆ ELEV. 80'-0"
- ◆ +55 LEVEL
- ◆ ELEV. 55'-0"
- ◆ MEZZANINE LEVEL AND SUITES +43
- ◆ ELEV. 43'-0"
- ◆ CONCOURSE LEVEL AND SUITES +33
- ◆ ELEV. 33'-0"
- ◆ LOWER AND CLUB LEVEL +18
- ◆ ELEV. 18'-0"
- ◆ SUB-LEVEL/OFFICES +03
- ◆ ELEV. 3'-0"
- ◆ GROUND LEVEL
- ◆ ELEV. 0'-0"



PROJECT INFORMATION:
CN5953

ORACLE ARENA ISE
7000 COLISEUM WAY
OAKLAND, CA 94621

CURRENT ISSUE DATE:
11/12/10

ISSUED FOR:
100% CONSTRUCTION DRAWING

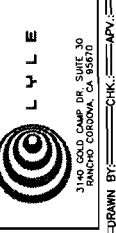
REV. DATE DESCRIPTION BY

A	07/17/10	FOR CLIENT MARK-UP	RED
A	09/11/10	50% CONSTRUCTION DRAWING	RED
0	09/27/10	100% CONSTRUCTION DRAWING	RED

PLANS PREPARED BY:



CONSULTANT:



3140 GOLD CAMP DR. SUITE 30
RANCHO CORDON, CA 95070

DRAWN BY: RSD
CHK.: PP
SAS

LICENSER:

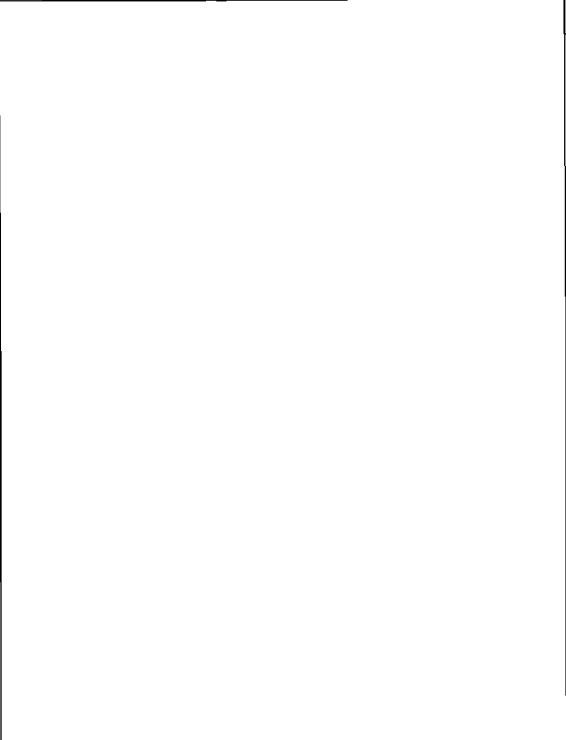


SHEET TITLE:

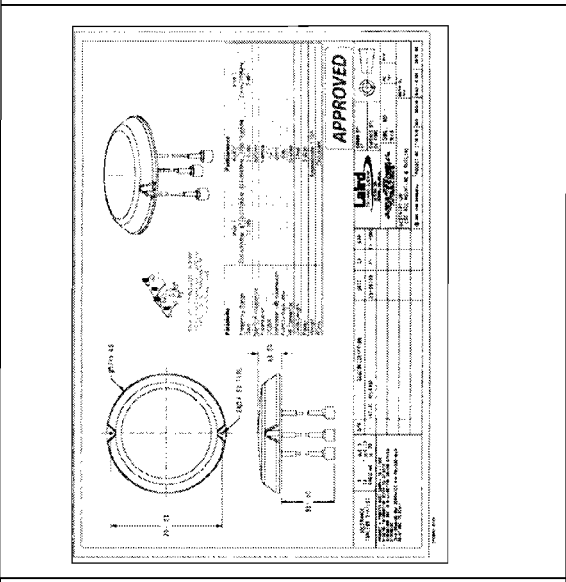
EQUIPMENT AND ANTENNA DETAILS

SHEET NUMBER:

A-5



3 NOT USED



2 OMNI ANTENNA DETAIL/SPECS.

Building Wireless Solutions

Model Number: 33-200-0000-0000-0000
Frequency Range: 24-2400-2400

FEATURES & BENEFITS

- 33-200-0000-0000-0000
- 33-200-0000-0000-0000
- 33-200-0000-0000-0000
- 33-200-0000-0000-0000
- 33-200-0000-0000-0000
- 33-200-0000-0000-0000

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1 PANEL ANTENNA DETAIL/SPECS.

4 RADIO EQUIPMENT DETAIL