

Market: San Diego/ Las Vegas/ Hawaii
Cell Site Number: 117544
Cell Site Name: Qualcomm Stadium
Fixed Asset Number: 10145832

Licensee Site No.: 254191
Licensee Site Name: Qualcomm Stadium

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 5405 Windward Parkway, Suite 1300, Alpharetta, GA 30004 ("**Licensor**") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Licensee**").

BACKGROUND RECITALS

A. Licensor has entered into that certain City of San Diego Qualcomm Stadium Telecommunications Lease dated June 21, 2011 by and between, The City of San Diego, a California municipal corporation which is the owner ("**Owner**") of the Property (defined below) and Licensor (the "**Master Agreement**"). A copy of the Master Agreement (redacted for economic terms and conditions) is attached as **Exhibit 1**. Licensee acknowledges it has received or has had the opportunity to review the Master Agreement to its satisfaction. Licensor represents and warrants that it has or will obtain all necessary approvals and consents, if any, required under the Master Agreement from Owner for Licensee's proposed use as set forth in this Agreement.

B. As of the Effective Date, pursuant to the Master Agreement, Licensor has or will construct and install a distributed antenna system and associated equipment, wiring, conduits and connections (collectively "**DAS**") as more specifically set forth in the Master Agreement in and/or upon a certain plot, parcel or tract of land located at 9449 Friars Road, San Diego, San Diego County, California, which is commonly known as Qualcomm Stadium ("**Property**"), to provide wireless communications service providers and users with access to the DAS.

C. The primary location of Licensee's BTS Equipment (defined below) to be connected to the DAS is hereinafter referred to as the "**Customer Hub**." The Customer Hub will be located inside Licensor's controlled space ("**DAS HUB**"). Licensee will provide an RF (as defined below) connection from the Licensee's equipment located within the Customer Hub ("**Licensee's BTS Equipment**") to the DAS system operated by Licensor which connection will be at the location indicated on **Exhibit 4** attached hereto. The locations of those portions of the DAS system to be designated for Licensee's use are depicted on **Exhibit 2** attached hereto. Licensor, Licensee and any other party with an agreement with Licensor or any Affiliate (as defined hereinafter) of Licensor to use the DAS is hereinafter referred to as a "**DAS Participant**."

D. Licensee desires to secure from Licensor a non-exclusive right to use the DAS pursuant to the terms and conditions of this Agreement, and Licensor desires to confer to Licensee the non-exclusive right to use the DAS subject to the terms and conditions in this Agreement.

E. Licensor has the end-to-end DAS network responsibility for monitoring, maintenance and equipment repair and replacement (subject to Section 14 (b) below) for the term of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

1. **NON-EXCLUSIVE LICENSE FOR DAS USE.** Subject to (i) the terms and conditions of the Master Agreement, and (ii) any other rules and regulations reasonably adopted by Licensor from time to time, such rules and regulations to be provided to Licensee, during the Term (defined below) which do not materially conflict with the terms and conditions set forth herein or require any commercially unreasonable fees or cost to Licensee, Licensor hereby confers to Licensee during the Term a non-exclusive license to connect a coaxial jumper cable from the Licensee's BTS Equipment as identified in plans and specification attached hereto as **Exhibit 2** to the DAS and to propagate wireless signals over the DAS as more specifically set forth herein for the Permitted Use (defined below). Licensor further agrees to provide, subject to the Master Agreement, a non-exclusive license for ingress to and egress from, over, under, along and through the Property in locations reasonably approved by Licensor for Licensee to install, maintain, repair, replace and remove Licensee's BTS Equipment, as well as conduits, wires, cables, cable trays and other necessary connections to the DAS only as shown on the plans and specifications attached hereto as **Exhibit 2** between Licensee's BTS Equipment and the DAS, and the electric power, telephone and fuel sources on the Property for such Permitted Use (collectively the "**DAS License**"). The DAS License shall be irrevocable other than as expressly set forth herein for the entire Term hereof.

2. **PERMITTED USE.**

(a) Licensee shall use the DAS License solely to connect Licensee's BTS Equipment to the DAS as identified in **Exhibit 3** attached hereto and transmit wireless signals therefrom to provide in building coverage to its customers at the Property ("**Permitted Use**") and only upon and through those certain frequencies identified in **Exhibit 3** ("**Permitted Frequencies**") to Licensee's customers in compliance with Licensee's federally licensed wireless communications business and related business activities ("**Licensee's System**"), and for no other purpose. This license conferred to Licensee hereunder is non-exclusive, and limited in strict accordance with the terms and conditions of this Agreement. Licensor shall have the right to enter into leases, license agreements and other agreements with others in the sole discretion of Licensor provided doing so does not violate the terms and conditions set forth in this Agreement. Licensor represents and warrants to Licensee that the service provided over the DAS will comply with the performance levels and service standards set forth in this Agreement, including the Service Level Agreement set forth in **Exhibit 5**, attached hereto. Licensor further warrants that all services performed under this Agreement will be performed in accordance with industry standards and in a good and workmanlike manner.

(b) Licensee shall at its sole expense, install, operate, maintain and repair Licensee's BTS Equipment, and all portions thereof, and any future additions or alterations thereto, if any, as well as any activities associated with this Agreement, according to, and in strict compliance with, all applicable laws, ordinances, rules and regulations, whether now or hereafter enacted or as amended of all applicable local, county, and federal governmental authorities (collectively "**Applicable Laws**"). In the event of a conflict between the Licensor Standards (defined below), and the terms of the Master Agreement, then the terms of the Master Agreement shall control. Subject to the terms of the Master Agreement, Applicable Laws and this Agreement, Licensor and its authorized representatives have complete authority, which authority shall be exercised reasonably, in good faith and in a non-discriminatory manner, over all technical matters including, but not limited to, construction, installations, safety and the administration of Licensor's Standards in connection with the DAS and the DAS License. Not less than ten (10) business days prior to connecting Licensee's BTS Equipment to the DAS and/or installation of additional equipment within the Customer Hub, Licensee shall coordinate the same with Licensor to assure no alteration of the DAS is required to accommodate such modification. If an alteration of the DAS is required to accommodate such modification to Licensee's BTS Equipment, such alteration may be subject to a reasonable increase in the Access Fee as that term is defined below.

(c) Licensee shall not make any changes, additions, alterations or structural improvements to the DAS, or any portion thereof, or alter its use of frequencies or Licensee's BTS Equipment in a way that violates the interference provisions set forth herein, requires any changes, additions, alterations or structural improvements to the DAS or utilizes additional capacity thereon (collectively "**Alterations**") without Licensor's specific prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed but may be subject to reasonably increased Access Fees or an additional Capital Contribution (as each are defined below) as set forth herein. Licensee shall be responsible for any costs and expenses directly related to any Alteration to the DAS system to accommodate Licensee's BTS Equipment and shall pay such costs within thirty (30) days after receipt of an invoice and reasonable supporting documentation from Licensor as applicable. Licensor expressly reserves the right to withhold its consent to an Alteration of the DAS if any of the following conditions pertaining to the proposed Alteration have not been satisfied:

(i) Licensee provides to Licensor reasonably detailed plans and specifications for Licensor's review and approval, which shall not be unreasonably withheld, conditioned or delayed, detailing any proposed Alteration;

(ii) If Licensor reasonably determines that the Alteration(s) may have an adverse impact on the structural integrity of the DAS, then Licensee, at its sole expense, shall have an engineering study performed with an engineering firm reasonably approved by Licensor, and Licensee shall pay for all improvements reasonably required pursuant to such study together with all administrative and professional costs reasonably incurred by Licensor in any manner relating to the installation of the Alteration(s);

(iii) Licensee obtains, at its sole expense, all required permits, approvals, and/or licenses pertaining to the installation, operation, maintenance and/or repair of the Alteration(s);

(iv) The Alteration(s) shall not Interfere (as defined in Section 8(d) below) with the operations of Licensor or any Pre-Existing DAS User (as defined in Section 8(a) below);

(v) If the Alteration increases Licensee's use of the capacity of the DAS system, a mutually agreed upon increase in the Access Fee has been agreed to;

(vi) The Alteration shall be made at the sole expense of Licensee and shall be subject to all of the terms and conditions of this Agreement and any additional terms and conditions to be mutually determined between Licensor and Licensee; and

(vii) The Alteration is expressly allowed pursuant to the Master Agreement, or if not allowed, all necessary consents of Owner or any other party with approval rights applicable to the Alteration pursuant to the Master Agreement are first had and obtained which Licensor shall use good faith efforts to obtain at no cost or expense to Licensor.

(d) For any Alteration to which Licensor may consent pursuant to the provisions of Section 2(c) above, within sixty (60) days after completion of any Alteration, Licensee shall furnish to Licensor "as built" drawings, plans, blueprints, and exhibits associated with the Alteration and, as applicable, all such documentation is to be engineered certified as filed with all applicable governmental agencies.

3. TERM.

(a) The initial term will be ten (10) years ("**Initial Term**"), commencing on the Access Fee Commencement Date (defined below).

(b) Subject to the Master Agreement, and in the event Licensor and Owner elect to extend the term of the Master Agreement, Licensee shall be granted a comparable right to renew this Agreement for the same additional term(s) (each 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 Initial Term or then current Extension Term. Notwithstanding the foregoing, in the event that Licensee is in default of this Agreement, beyond the applicable cure period, either: (i) on the automatic exercise date of the applicable Extension Term or (ii) upon the commencement date of the applicable Extension Term, then the Extension Term may be cancelled by Licensor in its sole and absolute discretion upon notice to Licensee.

(c) Subject to the Master Agreement, if Licensee has not disconnected Licensee's BTS Equipment from the DAS within thirty (30) days after the expiration or earlier termination of this Agreement, and Licensor consents in writing, then Licensee will be deemed to be using the DAS License on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement except that the Access Fee during such Holdover Term shall be One Hundred Twenty-Five Percent (125%) of the Access Fee payable during the last year of the Initial Term or the applicable Extension Term, as the case may be.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the Term ("**Term**").

(e) Notwithstanding anything to the contrary contained herein, this Agreement shall immediately terminate in the event of the earlier expiration or termination of the Master Agreement; provided, however, that in the event such termination is due to the default of the Master Agreement by Licensor or such expiration is due to Licensor's failure to exercise any applicable renewal or extensions of the Master Agreement that may be applicable during the Initial Term ("**Recoup Term**"), Licensor shall return a pro rata share of Licensee's Capital Contribution pursuant to the following calculation: The Capital Contribution less ten percent (10%) depreciation for each year of the Recoup Term that has then passed, partial years to be prorated, such calculation commencing upon the Access Fee Commencement Date ("**Refund Calculation**").

4. ACCESS FEE/ADDITIONAL FEES AND RELATED CHARGES.

(a) Commencing on the first day of the month following the date which the DAS is accepted as provided in Exhibit 6 ("**DAS Acceptance**") ("**Access Fee Commencement Date**"), and monthly thereafter during the Term, on or before the first (1st) day of each month Licensee will pay Licensor a monthly license fee payment of **Five Thousand Three Hundred Seventy-Three and 26/100 Dollars (\$5,373.26)** (the "**Access Fee**"), without notice, setoff or demand at the payment remittance address set forth in Section 17 below. The criteria for DAS Acceptance is more particularly described on **Exhibit 6 ("DAS Acceptance Criteria")**, attached hereto and incorporated herein.

(b) Any Access Fee payment which is not paid within ten (10) business days of the date when due shall automatically be subject to a late charge of one point five percent (1.5%) of the overdue amount, which late charge is conclusively deemed by the parties to be a fair and reasonable estimate of the cost that Licensor will occur by reason of the late payment by Licensee, and not a penalty. Acceptance of such a late charge by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted under this Agreement.

(c) On each anniversary of the Access Fee Commencement Date during the Term, the monthly Access Fee will increase by three percent (3%) over the Access Fee paid during the immediately preceding year.

(d) During the Term, Licensee shall pay any and all charges to install utilities and separately meter utilities and provide necessary telco to Licensee's BTS Equipment, and Licensor shall pay all utility

charges for utilities consumed by or related to the DAS. In the event that Licensee, despite its use of reasonable efforts to do so, is unable to separately meter the utilities for Licensee's BTS Equipment, then Licensee shall, on a monthly basis or such other periodic basis as Licensor shall have the right to determine in its sole discretion, pay to Licensor the portion of the utilities used in the operation of Licensee's BTS Equipment at the rate charged by the servicing utility provider.

(e) Licensee shall also pay to Licensor the sum of **Two Million Four Hundred Twenty-Two Thousand Five Hundred Eighty-Four and 84/100 Dollars (\$2,422,584.84)** within forty-five (45) days after the Effective Date. This payment comprises Licensee's "**Capital Contribution**" for the construction of the DAS which shall be fully earned and non-refundable, except as otherwise provided in this Agreement, upon payment to Licensor. As such, payment of the Capital Contribution does not give Licensee any ownership interest in the DAS. In the event Licensee fails to timely pay to Licensor the Capital Contribution, and notwithstanding any other provision of this Agreement to the contrary, Licensor shall have the absolute right in its sole discretion to prohibit Licensee from connecting Licensee's BTS Equipment to the DAS, until such time as the Capital Contribution is paid.

(f) Licensee shall pay to Licensor a one-time payment of **One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00)** (the "**DAS Commissioning Fee**") within thirty (30) days after the full execution of this Agreement. The DAS Commissioning Fee compensates Licensor for the time and effort expended by Licensor in connection with assisting Licensee in commissioning Licensee's approved portions of the DAS system and the connection of Licensee's BTS Equipment to the DAS at the DAS Hub location, including, up to four (4) visits to the Property by Licensee supervised by Licensor and including a pre-installation coordination meeting with Licensor and final inspection. All payments specified herein shall be sent to the address provided in Section 17 of this Agreement.

LICENSEE ACKNOWLEDGES AND AGREES THAT THE ACCESS FEE AND THE CAPITAL CONTRIBUTION SET FORTH HEREIN REFLECT LICENSOR'S PRICING FOR THE PERMITTED USE AND DAS LICENSE WITHOUT ALTERATION. IN THE EVENT LICENSEE REQUESTS AN "ALTERATION" OF THE DAS OR TO OTHERWISE EXPAND THE PERMITTED USE IN ANY WAY (INCLUDING THE MODIFICATION OF FREQUENCIES), LICENSOR RESERVES THE RIGHT TO CONDITION APPROVAL TO ANY SUCH CHANGE ON A MUTUALLY AGREED UPON INCREASE IN THE ACCESS FEE OR THE PAYMENT OF AN ADDITIONAL CAPITAL CONTRIBUTION, OR BOTH.

(g) The Master Agreement requires that Licensor share 30% of the rents or license payments that Licensor receives from any third party users of the Site ("**Revenue Share**"). Licensee agrees to reimburse Licensor for the cost of said Revenue Share ("**Revenue Share Reimbursement**"). The Revenue Share Reimbursement related to the Access Fee, to be paid at the time the Access Fee is due, is **One Thousand One Hundred Eleven and 98/100 Dollars (\$1,611.98)** per month. Such Revenue Share Reimbursement shall be adjusted in the same manner as, and simultaneously with the adjustments to Licensee's Rent payments. Licensee shall pay to Licensor a one-time payment as reimbursement for the Revenue Share due related to the Capital Contribution, in the amount of **Seven Hundred Twenty-Six Thousand, Seven Hundred Seventy-Five and 45/100 Dollars (\$726,775.45)**, to be paid within forty-five (45) days after the Effective Date.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use DAS License is contingent upon the consent of Owner, if required under the Master Agreement, 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 DAS License and the installation and operation of Licensee's BTS Equipment, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Governmental Approvals**"). Licensor authorizes Licensee to prepare, execute and file all required applications to obtain

Governmental Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee with such applications, but Licensor shall not be responsible for incurring any out of pocket expenses in such regard. At Licensee's sole cost and expense, Licensee shall provide Licensor with complete copies of all applications, plans and other related materials relating to any such Governmental Approvals at least five (5) business days before any such documentation is filed with the applicable jurisdiction. Licensor agrees to reasonably cooperate with Licensee as necessary to obtain the Governmental Approvals.

(b) Prior to the Access Fee Commencement Date, and subject to the terms and conditions of the Master Agreement, and prior coordination and approval of Owner concerning the time, place and manner for visiting the Property, Licensee may also perform and obtain, at Licensee's sole cost and expense, non-invasive engineering procedures, environmental investigations or other non-invasive tests or reports on, over, and under the Property (collectively "**Non-Invasive Testing**"), necessary to determine if Licensee's use of the DAS License will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Any proposed invasive procedures, investigations, tests or reports (collectively "**Invasive Testing**") shall be subject to Licensor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

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

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable, despite good faith diligent efforts to do so, to obtain, or maintain (after Licensee has undertaken reasonable efforts to obtain and/or maintain same), any required approval(s) or the issuance of any Governmental Approval necessary for the construction or operation of Licensee's BTS Equipment as now or hereafter intended by Licensee;

(c) by Licensee, upon written notice to Licensor prior to the Access Fee Commencement Date, if Licensee determines, in its reasonable discretion, that the condition of the Property is unsatisfactory for Licensee's intended uses after Licensee has completed testing as may be allowed pursuant to Section 5(b) above. In such event, Licensor shall have the right to retain the DAS Commissioning Fee and to be reimbursed by Licensee within thirty (30) days after Licensee's receipt of Licensor's demand and reasonable supporting documentation for all other reasonable and actual costs and expenses incurred by or on behalf of Licensor in direct furtherance of accommodating Licensee's use of the DAS, which reimbursement obligation shall survive the termination of this Agreement.

7. **INSURANCE.**

(a) During the Term of this Agreement, Licensee, at its sole cost and expense shall procure and maintain in full force and effect (i) commercial general liability insurance coverage with a combined single limit of not less than Three Million Dollars (\$3,000,000) for bodily injury, insuring against liability arising out of its use of the DAS including property damage to the DAS; (ii) automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired vehicles, including loading and unloading operators, and (iii) workers' compensation as required by the laws of the State where the Property is located, including employer's liability insurance with minimums of One Million Dollars (\$1,000,000). Licensee shall also carry Property Damage Insurance covering the replacement cost of Licensee's BTS Equipment on the Property. Such insurance will be obtained from an insurance company(s) selected by Licensee with an A.M. Best Company rating of not less than A-/VII. Licensee shall provide certificate(s) of insurance evidencing the insurance required by this Agreement and containing a provision that should any of the above insurance provided by these policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions. Licensee, in accordance with the terms of this Agreement, shall endeavor to provide thirty (30) days prior written

notice of cancellation. Failure to provide such notice shall impose no obligation or liability of any kind upon Licensee. Such insurance shall be on an occurrence basis and shall be primary of any other valid and collectible insurance that Licensor may carry as the same relates to Licensee's operations at the Property. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this Section 7. Licensee shall be required to furnish to Licensor, prior to connecting Licensee's BTS Equipment to the DAS, and for the duration of the Term of this Agreement, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect. Licensor reserves the right to increase or otherwise modify the coverages and limits of insurance in a uniform, commercially reasonable, manner on each anniversary of the Access Fee Commencement Date. Notwithstanding the above, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section.

(b) During the Term of this Agreement, Licensor, at its sole cost and expense, shall procure and maintain in full force and effect commercial general liability insurance coverage with a combined single limit of not less than Three Million Dollars (\$3,000,000) for bodily injury, insuring against liability arising out of its operation of the DAS including property damage to the DAS. Notwithstanding the above, Licensor shall have the right to self-insure against the risks for which Licensor is required to insure against in this section.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay Claims (as defined below) accruing, shall not be held to waive any of the provisions of this Agreement or relieve the parties from any obligations under this Agreement.

8. INTERFERENCE.

(a) Licensee covenants that the installation, maintenance and operation of Licensee's BTS Equipment and its connection to the DAS shall not cause Interference (as defined below) with (i) Licensor's operation, management, or maintenance of the DAS, or (ii) the use or operation of any other equipment by any DAS Participant provided such equipment was installed in the Property and/or otherwise commenced use of the DAS prior to the Effective Date of this Agreement (each, a "**Pre-Existing DAS User**") and further provided the Pre-Existing DAS User operates and continues to operate its equipment within its respective frequencies and in accordance with all Applicable Laws.

(b) Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that if the installation, operation or connection to the DAS of Licensee's BTS Equipment shall cause any such Interference, Licensee shall, upon written request from Licensor which reasonably alleges that Licensee is the cause of such Interference, suspend its operations (except for intermittent testing) and eliminate or remedy such Interference within a reasonable time not to exceed twenty-four (24) hours. Licensee agrees to do whatever Licensor deems necessary in the exercise of Licensor's reasonable discretion, to eliminate or remedy such Interference. If Licensee fails to so suspend its operations after receipt of written request, Licensor shall have the absolute right to disconnect Licensee's BTS Equipment to the DAS. If it is determined that such Interference cannot be rectified by Licensee within thirty (30) days after written notice of such Interference, then Licensee may, at its option, terminate this Agreement upon written notice to Licensor whereafter Licensee shall have no further payment obligation(s) hereunder except for the payment of Access Fees, Additional Access Fees, and other charges that accrued or amounts due and payable by Licensee to Licensor prior to the effective date of termination which remain unpaid as of such date.

(c) Licensor represents and warrants that it shall not knowingly permit the installation or operation of equipment or other facilities by any person or entity that connects its equipment to the DAS after the connection of Licensee's BTS Equipment to the DAS as permitted herein (each, a "**Future DAS User**") if such equipment, facilities, or the operation thereof causes Interference with Licensee's Permitted Use of the DAS as permitted hereunder. Licensor shall also use commercially reasonable diligent efforts to cause any Future DAS User that causes Interference to promptly remedy any such Interference or shut down its equipment causing the Interference within forty-eight (48) hours of its receipt of written notice thereof. In the event of any such Interference caused by a Future DAS User that

causes Interference with Licensee's prior Permitted Use of the DAS and with respect to which Licensor has fully complied with its obligations under this Section 8(c), Licensee as its sole and exclusive remedy against Licensor (and in lieu of any and all other remedies whether at law or in equity against Licensor) may: (i) bring an action in equity to enjoin such interference; or (ii) terminate this Agreement by giving Licensor five (5) days prior written notice thereof, provided, however, that such termination will not be effective if such Interference is abated by Licensor within such five (5) day period.

(d) For the purposes of this Section 8, "**Interference**" may include, but is not limited to, any use of the DAS that causes material and adverse electronic, physical or obstruction interference with, or degradation of, the communications signals to or from the DAS.

9. 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) directly arising from the negligent or intentional actions or failure to act of Licensee, its employees, independent contractors or agents or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent 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) directly arising from the negligent or intentional actions or failure to act of Licensor, its employees, independent contractors or agents, Licensor's breach of any provision of this Agreement, or to the extent Licensor is entitled to indemnification from Owner under the Master Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) Neither Licensor nor Licensee shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, incidental, punitive, indirect, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(d) The obligations of Licensee and Licensor set forth in Sections 9(a), 9(b) and 9(c) above shall survive the expiration or earlier termination of this Agreement.

10. WARRANTIES.

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

(b) Licensee hereby acknowledges that Licensor's rights pertaining to the DAS derive from the Master Agreement. This Agreement shall be subject and subordinate to the terms and conditions of the Master Agreement. Under no circumstances shall this Agreement be construed to confer upon Licensee any greater rights or privileges than may be authorized by the Master Agreement. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between Licensee and Owner. If for any reason the term of the said Master Agreement shall terminate prior to the expiration of the Initial Term and/or any Extension Term(s) of this Agreement, this Agreement shall automatically terminate, and neither Licensor nor Owner shall be liable to Licensee by reason thereof provided such termination is not volitional on the part of Licensor and provided that Licensor covenants, represents and warrants that it will exercise all renewals or extensions of the Master Agreement permitted it thereunder during the entire Term of this Agreement. Provided, however, that if Licensor voluntarily terminates the Master Agreement or willfully fails to properly exercise any applicable existing renewal or extension, Licensor shall be obligated to refund a pro rata share of Licensee's Capital Contribution pursuant to the Refund Calculation of Section 3(e) hereinabove. Licensee covenants and agrees not to commit or permit to be committed any act or omission under this Agreement or otherwise in, under or upon the Agreement which shall violate any term or condition of the Master Agreement.

(c) LICENSEE ACKNOWLEDGES THAT OTHER THAN AS SET FORTH IN THE SERVICE LEVEL AGREEMENT ATTACHED AS EXHIBIT 5 TO THIS AGREEMENT, AND AS MAY OTHERWISE BE SET FORTH HEREIN, LICENSOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY CONCERNING THE PROPERTY OR THE SUITABILITY OF THE DAS FOR LICENSEE'S PERMITTED USE, OR FOR ANY OTHER PURPOSE.

(d) Licensor represents and warrants to Licensee that all services rendered hereunder will be designed, produced, installed, furnished and in all respects provided and maintained in conformance and compliance with Applicable Laws.

(e) Licensor warrants that the services provided over the DAS will have a reliability rate of 99.00%, measured monthly, and that services will comply with the performance levels and service standards set forth in this Agreement, including the objectives set forth in Exhibit 5 attached hereto.

11. ENVIRONMENTAL.

(a) Licensor and Licensee agree that with respect to their actions on the Property, or the actions of their respective agents or contractors, each will be responsible for compliance with Applicable Laws 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) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 (collectively, "Claims"), to the extent caused by the indemnitor's breach of its obligations under Section 11(a) above. Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement and thereafter throughout the Term for Licensor's acts and omissions related to hazardous substances. 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 released or brought onto the Property by Licensee.

(c) In addition to the forgoing, Licensor shall indemnify, defend and hold Licensee harmless from and against any and all Claims to the extent Licensor is indemnified against such Claims by Owner under the Master Agreement.

(d) The indemnifications of this Section 11 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 11 will survive the expiration or termination of this Agreement.

12. ACCESS. Subject to the terms and conditions of the Master Agreement and Licensor's Standards, at all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and contractors, will have the right, with twenty-four (24) hours prior notice to Licensor to access those portions of the DAS designated for Licensee's use. In the event of an emergency, Licensee will provide as much notice to Licensor as is reasonably practicable in the situation and Licensor shall provide Licensee with access to the DAS as soon as reasonably practicable. Any work required by Licensee to be performed to the DAS will be reasonably coordinated with Licensor, will be subject to Licensor's prior consent (not to be unreasonably withheld, conditioned or delayed) and if an Alteration, will comply with the applicable terms and conditions set forth herein. Such access may be accompanied by Licensor in Licensor's reasonable discretion. Licensee acknowledges and agrees that access to the Property and/or the DAS may be restricted and/or supervised pursuant to the terms of the

Master Agreement or Applicable Laws, and Licensee agrees to comply at Licensee's sole cost and expense, with all such restrictive terms and conditions of the Master Agreement and/or Applicable Laws, as the case may be. In the event Licensor approves Licensee or its agents or contractors to perform any work on the DAS, such approval shall be in writing.

13. **REMOVAL/RESTORATION.** All portions of Licensee's BTS Equipment 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 agrees that no part of Licensee's BTS Equipment constructed, erected or placed on the Property 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 Property will be and remain the property of Licensee and may be removed by Licensee at any time during the Term, subject to the Master Agreement.

14. **MAINTENANCE/UTILITIES.**

(a) Licensee will keep and maintain Licensee's BTS Equipment in good condition and repair at all times during the Term, reasonable wear and tear, and damage from the elements excepted, so as not to adversely affect the DAS.

(b) Licensor will maintain and repair the DAS in good condition and repair so as to not adversely affect Licensee's use thereof. Notwithstanding the above, Licensee acknowledges and agrees that Licensor shall only be responsible for standard "fix/ repair" situations, the costs for which shall be included within the Access Fee ("**Insubstantial Repairs**"). Any other replacement or repairs of equipment, as reasonably determined by Licensor ("**Other Repairs**") shall be paid for by each of the DAS Participants on a pro-rata basis based on the Permitted Use, unless caused by the negligence or willful misconduct of Licensor or Licensor's agents, employees and contractors. Prior to conducting Other Repairs, Licensor shall submit a proposal of said Other Repairs to Licensee for Licensee's approval, which shall only be withheld if the amount is not commercially reasonable. Licensee shall have ten (10) days in which to approve, in writing, said Other Repairs. Licensee's non-response shall be deemed approval. Any downtime of the DAS during this period of time shall not apply to the definition of DAS Availability as further addressed in **Exhibit 5** herein. Licensee and Licensor agree that all repairs will be completed within a commercially reasonable time period and in a good and workmanlike manner and in compliance with Applicable Laws. Licensor shall use good faith efforts to include a similar provision in its sublicensing agreements with each of the DAS Participants.

(c) Subject to the terms of Section 4(d) above, Licensee will be responsible for providing at Licensee's sole cost and expense, all electricity, or any other utility used or consumed by Licensee on the Property, but not as such is directly used in connection with the DAS Access. Licensor will provide reasonable cooperation at no additional cost to Licensor with any utility company requesting any rights over, under and across the Property in order for the utility company to provide such other service to Licensee as Licensee may require in furtherance of the Permitted Use. Licensee shall be responsible for ordering separate T-I service or such other telephone service connectivity which Licensee may require from time to time for the use and operation of Licensee's BTS Equipment, and maintaining such separate telephone service connectivity during the Term at Licensee's sole expense.

15. **DEFAULT AND RIGHT TO CURE.** The parties agree as follows:

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of the Access Fee if the Access Fee remains unpaid for more than ten (10) business days after receipt of written notice from Licensor of such failure to pay; or (ii) 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 non-rental 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, Licenser will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) Licenser's failure to (i) provide access as set forth herein or cure prohibited Interference as required herein or (ii) perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure shall be a default hereunder. No such failure, however, will be deemed to exist if Licenser has commenced to cure such non-rental 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 Licenser. If Licenser remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights and remedies available to it under law and equity.

16. ASSIGNMENT/SUBLICENSE.

(a) Licenser reserves the full right to assign, transfer, mortgage or otherwise encumber the DAS and/or its interest in this Agreement without any consent required to an entity that in Licenser's reasonable determination is qualified to operate and maintain the DAS as required herein. Within twenty (20) days of receipt of Licenser's request, Licensee shall, execute and deliver to Licenser such further commercially reasonable instruments subordinating this Agreement, as may be required by Licenser in connection with Licenser's contemplated transaction; provided, however, that any such instrument shall recognize Licensee's right to continue this Agreement in accordance with the terms and conditions of this Agreement as long as Licensee is not in default of this Agreement beyond the expiration of applicable cure periods. Upon assignment, Licenser shall be relieved of all obligations and liabilities accruing thereafter hereunder and Licensee shall look solely to the assignee for the performance thereof provided such assignee accepts all such obligations in writing.

(b) Licensee may, upon written notice to Licenser, assign or transfer this Agreement and its rights arising hereunder to any corporation, partnership or other entity which has net assets in excess of Twenty Million and 00/100 Dollars (\$20,000,000.00) and is: (i) controlled by, controlling or under common control with Licensee, (ii) shall merge or consolidate with or into Licensee, (iii) shall succeed to all or substantially all the assets, property and business of Licensee, (iv) any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or (v) any Affiliate (defined below) or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, any assignment or transfer shall require Licenser's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that it shall not be unreasonable to withhold consent if assignee does not have net assets in excess of Twenty Million and 00/100 Dollars (\$20,000,000.00). Upon assignment, Licensee shall be relieved of all obligations and liabilities accruing thereafter hereunder and Licenser shall look solely to the assignee for the performance thereof provided such assignee accepts all such obligations in writing and is of substantially similar financial strength or credit worthiness. Licensee may not sublicense or otherwise share, in whole or in part, any portion of the rights conferred under this Agreement and any attempts to do so shall be considered void and of no force or effect.

17. NOTICES & PAYMENTS.

(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. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices will be addressed to the parties as follows:

If to Licensor: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 117544; Cell Site Name: Qualcomm Stadium (CA)
Fixed Asset No: 10145832
5405 Windward Parkway, Suite 1300
Alpharetta, GA 30004

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

By U.S. Postal Service (First Class or Certified Mail):
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: 117544; Cell Site Name: Qualcomm Stadium (CA)
Fixed Asset No: 10145832
PO Box 97061
Redmond, WA 98073-9761

By Overnight Courier (FedEx, UPS, DHL, etc.):
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: 117544; Cell Site Name: Qualcomm Stadium (CA)
Fixed Asset No: 10145832
16331 NE 72nd Way
Redmond, WA 98052-7827

A copy sent to AT&T Legal Department alone does not constitute legal notice.

PAYMENT REMITTANCE ADDRESS:

AT&T Mobility
Attn: Collocation A/R
PO Box 5086
Carol Stream, IL 60197-5086
Re: FA 10145832

If to Licensee: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either 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 of either party or transfer of this Agreement, within ten (10) days after such change or transfer, Licensee or Licensor, as applicable, will send the documents listed below in this subsection (b) to the other party.

- i. Change of Ownership or Transfer Agreement
- ii. Full contact information for the new party hereto including all phone number(s)

18. **CASUALTY.** Licenser will provide notice to Licensee of any casualty materially and adversely affecting the DAS within forty-eight (48) hours of the casualty ("Casualty"). If the Casualty causes damage to the DAS, Licenser may elect whether or not to rebuild or restore the DAS. If Licenser elects to rebuild or restore the DAS, Licensee shall have thirty (30) days to determine whether or not it wishes to continue operating on the DAS. In the event Licensee elects not to continue operation, Licensee shall issue written notice thereof to Licenser and this Agreement shall terminate, without further liability to either party except as otherwise provided herein and subject to the provisions of Section 3(e) above. If Licenser elects not to rebuild or restore the DAS for any reason or no reason, then Licenser shall notify Licensee within ninety (90) days following the date of the Casualty, provided, however, that if Licenser fails to deliver notice to Licensee of its election within such ninety (90) days, then this Agreement shall automatically terminate without further liability to either party, except as otherwise provided herein. In the event Licenser elects to rebuild the DAS and provides notice to Licensee thereof, Licenser agrees to use reasonable, good faith and commercially reasonable efforts to rebuild the DAS as quickly as possible. Notwithstanding the above, Licenser agrees that the Access Fee shall be abated from the date of the Casualty or the date that Licensee is unable to operate on the DAS, whichever is later, until the DAS is rebuilt or restored. In the event that the DAS is not rebuilt or restored such that it meets the requirements of the Service Level Agreement within one (1) year after the Casualty, Licensee may, within thirty (30) days of such date, terminate this Agreement and neither party shall be liable to the other except as set forth herein.

19. **WAIVER OF LICENSOR'S LIENS.** Licenser waives any and all lien rights it may have, statutory or otherwise, concerning Licensee's BTS Equipment or any portion thereof. Licensee's BTS Equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under Applicable Laws.

20. **TAXES.** Licenser shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Licenser. Licensee shall be responsible for all taxes, if any, levied upon Licensee's (i) improvements, (ii) personal property, and (iii) Licensee's BTS Equipment located in or upon the Property. Licenser shall provide Licensee with copies of all assessment notices along with reasonable written documentation detailing any assessment increases directly attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Licenser. Licensee shall be responsible, together with other DAS Participants, for Licensee's share of any real or personal property taxes imposed against the DAS. If applicable, Licensee further agrees to pay any sales tax or other similar tax assessed by local jurisdictions with respect to any revenues paid by Licensee to Licenser pursuant to this Agreement. Licenser shall invoice Licensee for any taxes payable by Licensee pursuant to this provision, which invoice shall be accompanied by reasonable substantiation of the amounts reflected therein. Licensee shall tender payment for such invoices not later than thirty (30) days following Licensee's receipt thereof. In the event Licensee reasonably disputes an assessment, upon approval by Owner, Licenser shall reasonably cooperate with Licensee to pursue the resolution of such dispute, all costs and fees associated therewith to be the responsibility of Licensee.

21. **RADIO FREQUENCY COMPLIANCE.**

(a) Licensee acknowledges its obligation and agrees to comply with all applicable rules and regulations of the Federal Communications Commission ("FCC") pertaining to radio frequency ("RF") emissions standards, as well as all applicable rules and/or regulations of any other federal or state agency (including but not limited to the Occupational Safety and Health Administration) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications equipment and antennas. Licensee covenants and agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to the installation, operation and maintenance of Licensee's BTS Equipment. Licensee will immediately remedy its operations to comply with Applicable Laws that apply to its

operations and/or the cumulative operations of all DAS Participants. Upon the Licensors request, Licensee shall promptly provide proof of such compliance.

(b) Licensee shall take any and all steps required to cooperate with all DAS Participants to comply individually and in the aggregate with all applicable FCC and other applicable governmental RF emissions standards. Licensors may contract with an RF engineering firm to test, maintain and otherwise document RF emission calculations on an annual basis, or more frequently as Licensors may reasonably determine, pertaining to the DAS (the "**RF Emissions Report**") to document that the DAS is in compliance with applicable FCC standards. Licensee agrees to pay its pro rata share of all costs and expenses incurred by Licensors pertaining to the RF Emissions Report to determine on-going RF emissions compliance, which pro rata share shall be based on the DAS Participants with rights to use the DAS as of the beginning of the calendar year in which the RF Emission Report is prepared.

22. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensors 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) **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 Licensors 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.

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

(d) **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.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.

(f) **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 this 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 this Agreement; and (viii) the singular use of words includes the plural where appropriate.

(g) **Affiliates.** "**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.

(h) **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.

(i) **W-9.** Licensors agree 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.

(j) **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 DAS Access based on the terms set forth herein. This Agreement will become effective as a binding agreement only upon the legal execution, acknowledgment and delivery hereof by Licensor and Licensee.

(k) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (i) 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 (ii) 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 upon sixty (60) days' prior written notice to the other party.

(l) **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

(m) **No Joint Venture.** Licensor and Licensee acknowledge and agree that the relationship between them is solely that of licensor and licensee, and nothing shall be construed to constitute the parties as landlord and tenant, sub landlord and subtenant, employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee shall have no property rights or interest in the Property or the DAS by virtue of this Agreement.

(n) **Incorporation of Recitals.** The recitals set forth above are incorporated herein as set forth in their entirety.

(o) **Foreign-Based Services.** Licensor represents, warrants, and covenants that no service performed by Licensor pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no data relating to any such service shall be stored, at, in, or through a site located outside of the United States. This provision in section 22(o) of this Agreement does not apply to the purchase of equipment.

Remainder of page intentionally blank

Signature page to follow

WITNESS

WITNESS

By: AWB

By: _____

Date: 9/25/12

EXHIBIT 1

MASTER AGREEMENT

to the Agreement dated October 5, 2012 by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company as Licensor, and Verizon Wireless (VAW) LLC, a Delaware limited liability company dba Verizon Wireless, as Licensee.

A true and correct copy of the Master Agreement (redacted for economic terms and conditions) appears on the following pages.