

**FIRST AMENDMENT  
TO  
LICENSE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES**

This First Amendment to License Agreement For Telecommunications Facilities ("First Amendment") is between the City of Camarillo, a California general law city and municipal corporation ("City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of California, LLC, a Delaware limited liability company ("Licensee"), and is effective as of October 13, 2010.

**RECITALS**

- A. City and Licensee have entered into that certain License Agreement for Telecommunications Facilities dated January 1, 2004 ("Agreement") pursuant to which City granted Licensee a license to use a portion of its Property to install, house, maintain and operate telecommunications equipment and facilities on a portion of the Property.
- B. Unless otherwise defined in this First Amendment all initially capitalized terms have the meaning set forth in the Agreement.
- C. The parties desire to extend the Term of the Agreement and modify the License Fee and notice provisions as provided in this First Amendment.

**AGREEMENT**

- 1. Amendment to Term. Section 3 of the Agreement is amended to extend the Term of the License for an additional five years, so that the initial Term will expire 15 years from the original Effective Date (i.e., January 1, 2019). The Term will be automatically renewed for up to one additional 60-month period ("Extension Term"), unless Licensee provides a written notice of non-renewal to City at least six months prior to the expiration of the initial Term.
- 2. License Fee. Section 4 of the Agreement remains unmodified, however, the parties acknowledge and agree that the annual Licensee Fee payable under the Agreement will be \$23,485.90 beginning on January 1, 2014, and will thereafter continue to be adjusted on each anniversary of the Effective Date by an amount equal to three percent (3%) of the Licensee Fee for the previous year.
- 3. Notices. Section 17 of the Agreement is amended and restated as follows:  
"17. Notices.

17.1 All notices, requests, demands and communications hereunder must 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 must be addressed to the parties as follows.

If to Licensee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: N113314; Cell Site Name: OV09/CITY OF CAMARILLO (CA)  
Fixed Asset No: 10086923  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

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

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: N113314; Cell Site Name: OV09/CITY OF CAMARILLO (CA)  
Fixed Asset No: 10086923  
P.O. Box 97061  
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: N113314; Cell Site Name: OV09/CITY OF CAMARILLO (CA)  
Fixed Asset No: 10086923  
16331 NE 72nd Way  
Redmond, WA 98052-7827

If to City:

City of Camarillo  
601 Carmen Drive  
Camarillo, CA 93010  
Attention: Water Superintendent  
(Tel) 805-388-5373  
(Fax) 805-419-7818

Off Business Hours Emergency Contact  
(4:00 p.m. – 7:30 a.m. Mon. through Fri., Weekends & Holidays)  
Water Division Standby Person  
(Tel.) 805-388-5325 (Answering Service)

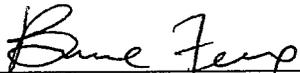
17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major commercial courier service with tracking capabilities.

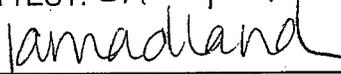
17.3 Any party may change its notice information by giving at least 30-day's notice to the other party in compliance with this section.

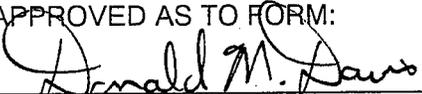
4. Ratification of Agreement. The parties hereby ratify all the terms and conditions of the Agreement, as amended by this First Amendment.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed effective as of the day and year first above written.

**CITY OF CAMARILLO**

  
\_\_\_\_\_  
Bruce Feng, City Manager

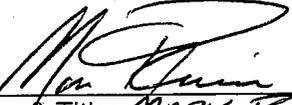
ATTEST: on 10/14/10  
  
\_\_\_\_\_  
Jeffrie Madland, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Donald M. Davis, Assistant City Attorney

**LICENSEE**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
its: Manager

By:   
\_\_\_\_\_  
Name & Title: MARK RIVETTA  
REAL ESTATE & CONSTRUCTION

**CERTIFICATE OF INCUMBENCY AND AUTHORITY**

Complete Organization Name: City of Camarillo

Type of Entity: General law city

Tax ID#: \_\_\_\_\_

The undersigned members and/or owners and/or shareholders and/or employed management and/or officers of the organization referenced above hereby certify that the individual(s) named below are all members and/or owners and/or shareholders and/or employed management and/or officers of the said organization:

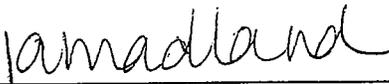
And that Bruce Feng (print name) City Manager (print title), has the authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts, purchases and other instruments or documents by and on behalf of said organization in accordance with the agreement of said organization and under the authority of the said organization, and that any of the foregoing actions taken by the person referenced above on behalf of said organization with New Cingular Wireless PCS, LLC, a Delaware limited liability company and/or its subsidiaries and affiliates and the officers, directors and employees of each, is hereby adopted, ratified and confirmed by the said organization.

WITNESS our hands as of the 14 day of October, 2010

SIGNATURE: 

PRINT NAME: Bruce Feng

TITLE: City Manager

SIGNATURE: 

PRINT NAME: Jeffrie Madland

TITLE: City Clerk