

**MASTER COOPERATIVE AGREEMENT  
BETWEEN  
AT&T CALIFORNIA  
AND THE  
EXPOSITION METRO LINE CONSTRUCTION AUTHORITY**

**WHEREAS**, this AGREEMENT (the "Agreement") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T CALIFORNIA ("Utility") and the EXPOSITION METRO LINE CONSTRUCTION AUTHORITY ("Authority"), a public agency duly formed and existing under the laws of the State of California; and

**WHEREAS**, the Parties intend that the Authority, as to the Exposition LRT Project, will accept all of the contractual rights, duties, and obligations of the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (the "MTA") in the Agreement entered between Utility and the MTA that is entitled "Amended and Restated Utility Cooperative Agreement For Rail and Busway Transit Project" and dated 5/10/05 (the "Utility Cooperative Agreement") by assuming responsibility and liability for all work undertaken by the Authority for the rearrangement of Utility Facilities affected by certain Light Rail facilities and systems constructed by the Authority pursuant to the terms, conditions, and provisions of the MTA Agreement referenced herein below; and

**WHEREAS**, the Authority was established by Chapter 7 of Division 12.7 of the Public Utilities Code, commencing with section 132600, which became effective January 1, 2004; and

**WHEREAS**, the Authority has been authorized by State Legislation to design and build the Exposition LRT Project ("Project") for subsequent ownership, operation, and maintenance to be undertaken by the MTA.

The Parties hereby agree as follows:

1. The Authority proposes to design and construct any and all facilities necessary for the Project within the County of Los Angeles, including those that will require the Rearrangement of portions of certain Utility Facilities. (For purposes of this paragraph, the term "facilities" in the phrase "facilities necessary for the Project" does not refer to facilities of Utility.)
2. Except as modified herein, all terms, conditions, and provisions of the Utility Cooperative Agreement, a copy of which is attached as Exhibit 1 hereto and incorporated herein by this reference, shall now apply to

Authority in relation to the Project in the same manner as if Authority were the signatory party in lieu of the MTA.

3. The period of performance under this Agreement shall begin on the date set forth above and shall remain in effect until the earlier of June 30, 2015, or the completion of all Project work. This clause replaces section 1.2 of the Utility Cooperative Agreement.
4. All notices and correspondence to Utility shall be addressed as follows:

AT&T California  
Attention: Ronald Lozano  
Expo Project Coordinator  
100 Stoneman Avenue  
Alhambra, CA 91801

5. All notices and correspondence to Authority shall be addressed as follows:

Exposition Metro Line Construction Authority  
Attention: Richard D. Thorpe  
Chief Executive Officer  
707 Wilshire Blvd., Suite 3400  
Los Angeles, CA 90017

6. Section 10.1 and 10.2 of the Utility Cooperative Agreement (Exhibit 1 hereto), are deemed to be revised to read as follows:

#### **10.1 Indemnity by Utility**

Neither Authority nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Utility under or in connection with any work, authority or jurisdiction delegated to Utility under this Agreement. It is understood and agreed that Utility shall fully defend, indemnify and save harmless Authority and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries, damages, or losses occurring by reason of anything done or omitted to be done by Utility under or in connection with any work, authority or jurisdiction delegated to Utility under this Agreement.

#### **10.2 Indemnity by Authority**

Neither Utility nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated

to Authority under this Agreement. It is understood and agreed that Authority shall fully defend, indemnify and save harmless Utility and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries, damages, or losses occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under this Agreement.

7. This Agreement shall inure to the benefit of and shall be binding upon all the parties hereto and their respective successors.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Terms not specifically defined herein shall have the meaning assigned to them in the Utility Cooperative Agreement.

**IN WITNESS WHEREOF**, Utility and the Authority have caused this instrument to be executed and delivered effective as of the day and year first above written.

**“UTILITY”**

**PACIFIC BELL TELEPHONE  
COMPANY, a California corporation  
dba AT&T California**

BY: \_\_\_\_\_  
L. BYRON McDANIEL  
VICE PRESIDENT

DATE: \_\_\_\_\_

**“AUTHORITY”**

**EXPOSITION METRO LINE  
CONSTRUCTION AUTHORITY**

BY: \_\_\_\_\_  
RICHARD D. THORPE  
CHIEF EXECUTIVE OFFICER

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

GENERAL COUNSEL

BY: \_\_\_\_\_  
GEORGE JOSEPH

DATE: \_\_\_\_\_