

OPTION AND LAND LICENSE AGREEMENT

This Option and Land License Agreement ("Agreement"), made as of the date of latter execution below, between Mt. Diablo Unified School District of Contra Costa County, a political subdivision, with its principal offices located at 1936 Carlotta Drive, Concord, California 94519-1358, hereinafter designated LICENSOR and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LICENSOR is the owner of that certain real property located at 1 Santa Barbara Road, City of Picasant Hill, County of Contra Costa, State of California, and being legally described in Exhibit "A" attached hereto and made a part hereof (the entirety of LICENSOR's property is referred to hereinafter as the "Property"). LICENSEE desires to obtain an option to license a portion of said Property, being described as an approximately twenty-five-foot (25') by forty-five-foot (45') parcel containing approximately one thousand one hundred twenty-five (1,125) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') wide right-of-way extending from the nearest public right-of-way, Monticello Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00), to be paid by LICENSEE to LICENSOR, LICENSOR hereby grants to LICENSEE the right and option to license said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payments shall be made by LICENSEE within forty five (45) days of full execution of this Agreement or of receipt by LICENSEE from LICENSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LICENSOR of Rental Documentation to LICENSEE shall be a prerequisite for the payment of the foregoing amounts or any other option or rental payment, if applicable, by LICENSEE, and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LICENSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of full execution of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LICENSEE gives written notice to LICENSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LICENSEE shall make an additional payment of One Thousand and 00/100 Dollars (\$1,000.00) to LICENSOR within thirty (30) days of the option being extended, provided LICENSOR has supplied to LICENSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be

exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the license, if the option is exercised, LICENSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LICENSEE in writing so that LICENSEE can take steps necessary to protect LICENSEE's interest in the Premises.

This option may be sold, assigned or transferred by LICENSEE without any approval or consent of LICENSOR to LICENSEE's principal, affiliates, subsidiaries of its principal; to 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 to any entity which acquires or receives an interest in the majority of communication towers of LICENSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

Should LICENSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LICENSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LICENSOR shall cooperate with LICENSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LICENSEE use of the Premises. LICENSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LICENSEE.

LICENSOR shall permit LICENSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LICENSEE may deem necessary, at the sole cost of LICENSEE.

LICENSOR agrees to execute a Memorandum of this Option and Land License Agreement which LICENSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option and Land License is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option ("Notice") shall be given by LICENSEE to LICENSOR in writing by certified mail, return receipt requested, or by commercial courier. LICENSEE shall be deemed to have exercised the option, and the following agreement shall take effect on the date specified in writing by LICENSEE in the Notice:

LAND LICENSE AGREEMENT

This Land License Agreement, made as of the date of latter execution below, between Mt. Diablo Unified School District of Contra Costa County, a political subdivision, with its mailing address located at 1936 Carlotta Drive, Concord, California 94519-1358, hereinafter designated LICENSOR and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES.

a. LICENSOR hereby licenses to LICENSEE a portion of that certain parcel of property located at 1 Santa Barbara Road, City of Pleasant Hill, County of Contra Costa, State of California, legally described in Exhibit "A" attached hereto and made a part hereof (the entirety of LICENSOR's property is referred to hereinafter as the "Property"), and being described as an approximately twenty-five-foot (25') by forty-five-foot (45') parcel containing approximately one thousand one hundred twenty-five (1,125) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') wide right-of-way extending from the nearest public right-of-way, Monticello Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, LICENSOR hereby agrees to grant an additional right-of-way either to LICENSEE or to the public utility at no cost to LICENSEE.

b. Light Standard.

(i) In conjunction with LICENSEE's construction of the Premises, LICENSEE shall remove one (1) existing forty-five foot (45') light pole (the "Existing Light Standard") located on the Property, as identified on Exhibit "B" attached hereto. In addition to the removal of the Existing Light Standard, LICENSEE shall construct one (1) new monopole (the "New Pole") on the Premises as shown on Exhibit "B" attached hereto. Following LICENSEE's completion of construction of the New Pole, LICENSEE shall relocate the existing lights ("Lights") currently located on the Existing Light Standard to the New Pole. LICENSEE shall ensure that the New Pole is installed properly, and is sufficient for LICENSEE's proposed use under this Agreement. Within thirty (30) days after the date LICENSEE notifies LICENSOR of LICENSEE's completion of the construction of the New Pole (the "Initial 30-Day Period"), LICENSOR or its contractor shall inspect the New Pole (the "New Pole") at LICENSOR's sole cost and expense, but only for the purpose of inspecting the appearance and functionality of the New Pole for the installation and

functioning of the Lights. LICENSEE acknowledges and understands that LICENSOR is not responsible for inspecting the sufficiency or capability of the New Pole for LICENSEE's purposes under this Agreement. LICENSEE shall ensure, at its sole cost and expense, that the New Pole will provide ample function and stability for its purposes under this Agreement. If LICENSOR provides written notice to LICENSEE of LICENSOR's approval of the New Pole for the installation and operation of the Lights within the Initial 30-Day Period, LICENSEE shall execute the Bill of Sale (defined below) transferring ownership of the New Light Standard to LICENSOR. If LICENSOR provides written notice (the "Notice") of any New Pole construction deficiencies to LICENSEE within the Initial 30-Day Period, LICENSEE shall promptly commence any repairs and/or remedial work to the New Pole necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, LICENSEE shall notify LICENSOR of such completion and LICENSOR shall then have an additional thirty (30) days from the date of such notification from LICENSEE (the "Additional 30-Day Period") to inspect the New Pole with respect to such deficiencies. If LICENSOR reasonably determines that LICENSEE has corrected such deficiencies in compliance with the Notice, then within the Additional 30-Day Period, LICENSOR shall give LICENSEE written approval of the New Pole and LICENSEE shall thereafter execute and deliver the Bill of Sale to LICENSOR. In the event LICENSOR either fails to approve the New Pole as described above during the Initial 30-Day Period or the Additional 30-Day Period, or fails to provide written notice to LICENSEE of any such deficiencies (or of LICENSEE's failure to repair and/or remediate any deficiencies described in the Notice, if applicable) within the Initial 30-Day Period or the Additional 30-Day Period, LICENSOR shall be deemed to have approved LICENSEE's construction of, and shall be deemed to have approved, the New Pole, and accepted it in its "as is" condition, and LICENSEE shall have no further liability or obligations therefor, except for the repair and maintenance responsibilities during the term of this Agreement, as described below.

(ii) Upon completion of construction of the New Pole within the provisions of this Paragraph 1, LICENSEE shall execute and deliver to LICENSOR a bill of sale substantially in the form of Exhibit "C" attached hereto ("Bill of Sale") and made a part hereof, transferring all of its right, title and interest in the New Pole to LICENSOR. After LICENSEE's execution and delivery of the Bill of Sale to LICENSOR, the New Pole shall become the property of LICENSOR. Upon completion of LICENSEE's construction of the New Pole, except for the repair and maintenance responsibilities during the term of this Agreement, as described below, LICENSEE shall have no further obligations with respect to the New Pole.

(iii) Throughout the term of this Agreement, LICENSOR shall be responsible to maintain and repair the Lights and the New Pole in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at LICENSOR's sole cost and expense, and with the same level and standard of care it uses for the maintenance and repair of its other stadium light fixtures on the Property. LICENSOR shall use its best efforts to maintain and repair the Lights and New Pole without disturbing or affecting LICENSEE's equipment. LICENSOR acknowledges and agrees that (1) LICENSEE's communications equipment is highly sensitive, (2) LICENSEE's communications equipment may only be handled by properly trained and qualified personnel, and (3) LICENSEE shall be solely responsible for the maintenance, repair and handling of all of LICENSEE's equipment, antennas, and any other of LICENSEE's improvements during the term of this Agreement

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LICENSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Five Thousand Two Hundred and 00/100 Dollars (\$25,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LICENSOR and LICENSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LICENSEE until thirty (30) days after the exercise of the option is effective.

LICENSEE shall pay a one-time lump sum payment to LICENSOR as additional rent in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), which payment shall be non-refundable. Such payment shall be made within forty-five (45) days of full execution of this Agreement.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing LICENSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LICENSEE in LICENSEE's reasonable discretion, evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, LICENSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. The Rental Documentation shall be provided to LICENSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LICENSOR shall provide to LICENSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE by any assignee(s) or transferee(s) of LICENSOR shall be a prerequisite for the payment of any rent by LICENSEE to such party and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LICENSOR until Rental Documentation has been supplied to LICENSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Beginning upon the first (1st) anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter during the Term (defined below) of this Agreement, the annual rent shall increase by an amount equal to three percent (3%) of the annual rent paid during the immediately preceding license year.

6. ADDITIONAL EXTENSIONS. Intentionally omitted.

7. TAXES. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LICENSOR demonstrates is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of the LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that LICENSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LICENSOR demonstrates arises from LICENSEE's improvements and/or LICENSEE's use of the Premises. LICENSOR and LICENSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LICENSOR or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of LICENSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LICENSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LICENSEE is wholly or partly responsible for payment. LICENSOR shall reasonably cooperate with LICENSEE at LICENSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing

any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LICENSEE, there is a reduction, credit or repayment received by LICENSOR for any taxes previously paid by LICENSEE, LICENSOR agrees to promptly reimburse to LICENSEE the amount of said reduction, credit or repayment. In the event that LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LICENSOR will pursue such dispute at LICENSEE's sole cost and expense upon written request of LICENSEE.

8. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LICENSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that any soil boring tests are unsatisfactory; (v) LICENSEE determines that the Premises is no longer technically compatible for its use, or (vi) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than \$1,000,000 per occurrence.
- iii. Workers Compensation insurance providing the statutory benefits and not less than \$1,000,000 of Employers Liability coverage.

LICENSEE will include LICENSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LICENSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR will include LICENSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LICENSOR.

13. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other LICENSEEs of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings and the New Pole), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new license or license extension in good faith. In the event that the Parties are not in the process of negotiating a new license or license extension in good faith, LICENSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LICENSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal

instrument an interest in and to that portion of the Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LICENSOR's interest in the Property as a result of the death of LICENSOR, whether by will or intestate succession, or any conveyance to LICENSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LICENSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable,

such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to LICENSEE's principal, affiliates, subsidiaries of its principal or to 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. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder. LICENSEE may sublet the Premises within its sole discretion, upon notice to LICENSOR. Any sublease that is entered into by LICENSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Mt. Diablo Unified School District of Contra Costa County
1936 Carlotta Drive
Concord, California 94519-1358

LICENSEE: GTE Mobilnet of California Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Oak Park

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LICENSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgage(s), ground LICENSORS and master LICENSORS, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LICENSOR shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LICENSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LICENSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. In the event LICENSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults.

26. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LICENSEE shall have such

extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have thirty (30) days in which to cure any such breach, provided LICENSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of LICENSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by LICENSOR to LICENSEE, and LICENSOR shall pay to LICENSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LICENSOR, LICENSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LICENSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LICENSEE.

29. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after

LICENSOR shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LICENSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LICENSOR:

Mt. Diablo Unified School District of
Contra Costa County,
a political subdivision

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:

GTE Mobilnet of California Limited
Partnership,

By: Cellco Partnership,

Its: General Partner

By: _____

Name: Brian Mecum

Title: Area Vice President Network

Date: _____

Exhibit "A"

(Legal Description of Property)

Please see attached.

LEGAL DESCRIPTION

Real property in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PARCEL A AS SHOWN ON PARCEL MAP MS 96-704, FILED OCTOBER 10, 1997, IN BOOK 172 OF PARCEL MAPS, PAGE 37, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT CREATED IN THE DEED TO CONTRA COSTA COUNTY, ET AL, RECORDED OCTOBER 9, 1981, BOOK 10530, PAGE 316, OFFICIAL RECORDS, FOR AN UNDERGROUND IRRIGATION LINE TOGETHER WITH ANY AND ALL APPURTENANCES CONNECTED THEREWITH AND RIGHTS INCIDENTAL THERETO, OVER, UNDER AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM DEVELOPERS CORPORATION TO EL DORADO ASSOCIATES, INC., DATED APRIL 21, 1947, AND RECORDED JULY 28, 1947, IN VOLUME 1102 OF OFFICIAL RECORDS AT PAGE 196; THENCE SOUTH 30° 43' 30" WEST, 1268.59 FEET; THENCE NORTH 89° 09' 05" WEST, 414.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING SOUTH 0° 50' 55" WEST, 370.00 FEET; THENCE SOUTH 62° 19' 08" WEST, 244.72 FEET; THENCE SOUTH 5° 56' 38" WEST, 165.49 FEET TO THE NORTH LINE OF OAK PARK BOULEVARD. THE SIDE LINES OF SAID TEN FOOT EASEMENT TO BE SHORTENED OR LENGTHENED TO EXTEND FROM THE NORTHERLY LINE (NORTH 89° 09' 05" WEST) TO SAID NORTH LINE OF OAK PARK BOULEVARD.

PARCEL THREE:

RIGHTS RESERVED IN THE DEED TO THE PLEASANT HILL RECREATION AND PARK DISTRICT, RECORDED OCTOBER 31, 1997, SERIES NO. 97-213665, OFFICIAL RECORDS, FOR "AN EASEMENT NOT MORE THAN 50 FEET WIDE FOR INGRESS, EGRESS, ROAD AND UTILITY PURPOSES" APPURTENANT TO PARCEL ONE ABOVE, "TO BE SELECTED AND DESIGNATED BY GRANTEE FROM OVER, UNDER AND UPON THE FOLLOWING PORTION" OF PARCEL B OF PARCEL MAP MS 96-704, FILED OCTOBER 10, 1997, IN BOOK 172 OF PARCEL MAPS, PAGE 37, CONTRA COSTA COUNTY RECORDS.

COMMENCING AT THE SOUTHEAST CORNER OF THE LOT 211, AS DESIGNATED ON THE MAP ENTITLED "EL DORADO PARK, UNIT NO. 4, CONTRA COSTA COUNTY, CALIFORNIA", RECORDED APRIL 1, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, IN BOOK 46 OF MAPS AT PAGE 16; THENCE, ALONG THE EAST LINE OF SAID TRACT OF LAND, NORTH 1° 42' 47" EAST, 720 FEET; THENCE NORTH 21° 14' 21" WEST, 111.38 FEET; THENCE NORTH 23° 54' 22" EAST, 62.04 FEET; THENCE NORTH 1° 42' 47" EAST, 70 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HAWTHORNE DRIVE; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 88° 17' 13" EAST, 37.01 FEET, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE, CONTINUING ALONG SAID EAST LINE OF SAID TRACT OF LAND, NORTH 1° 42' 47" EAST, 150 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM DEVELOPERS CORPORATION TO EL DORADO ASSOCIATES, INC. DATED APRIL 21, 1947, AND RECORDED JULY 28, 1947 IN BOOK 1102 OF OFFICIAL RECORDS, AT PAGE 196 CONTRA COSTA COUNTY RECORDS; THENCE, ALONG SAID NORTH LINE, 88° 17' 13" EAST, 482.99 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN

THE DEED FROM EL DORADO ASSOCIATES, INC., ET AL TO MT. DIABLO UNIFIED SCHOOL DISTRICT OF CONTRA COSTA COUNTY DATED APRIL 20, 1950 AND RECORDED MAY 22, 1950, IN BOOK 1561 OF OFFICIAL RECORDS, AT PAGE 377, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH $0^{\circ} 50' 55''$ WEST, ALONG THE WEST LINE OF SAID SCHOOL PARCEL, 150.02 FEET; THENCE, LEAVING SAID WEST LINE, NORTH $88^{\circ} 17' 13''$ WEST, 485.25 FEET TO THE TRUE POINT OF BEGINNING.

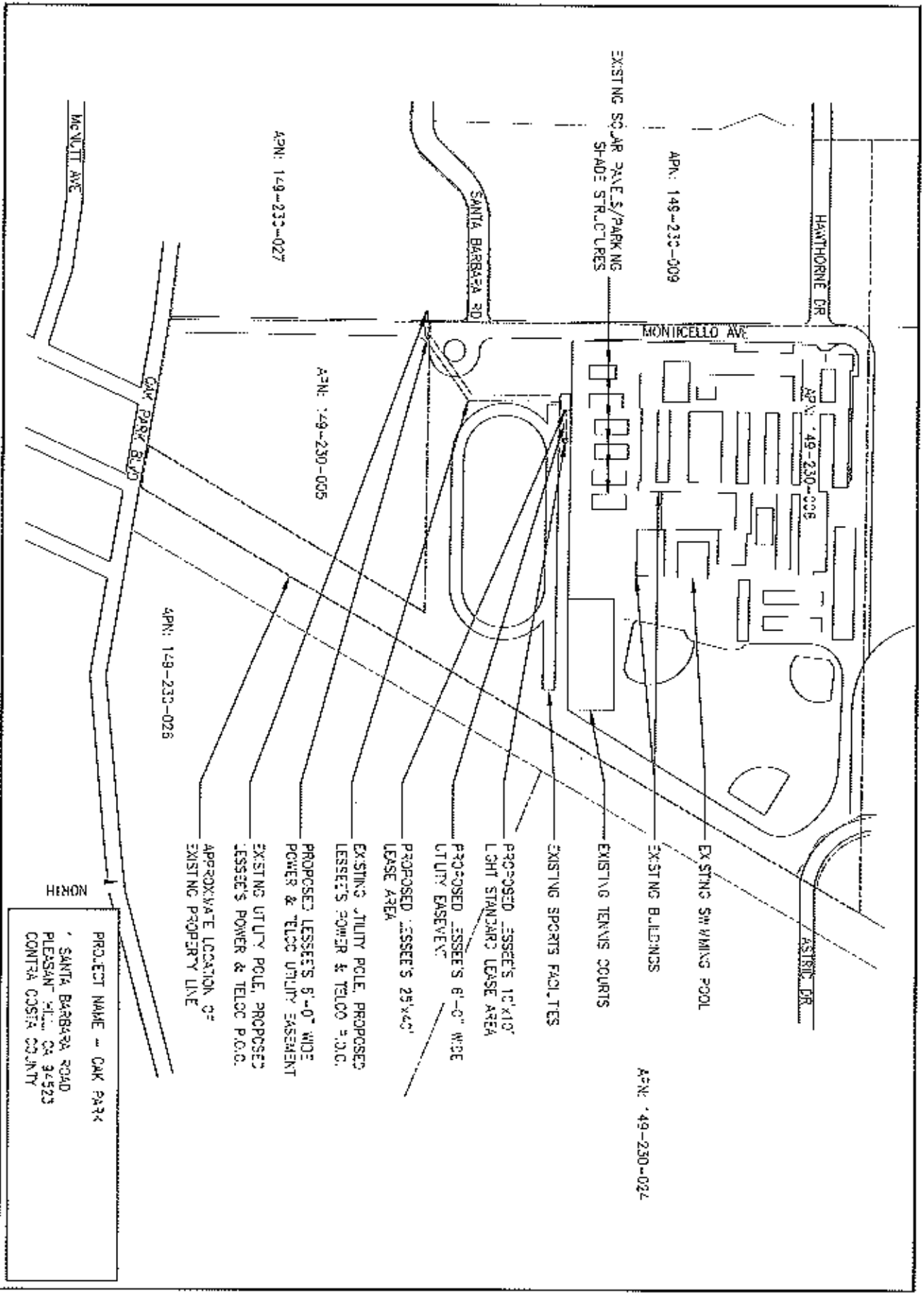
APN: 149-230-008

Exhibit "B"

(Sketch of Premises within Property)

Please see attached.

TO BE INSERTED



PROJECT NAME - OAK PARK
 SANTA BARBARA ROAD
 PLEASANT HILL, CA 94523
 CONTRA COSTA COUNTY

EXHIBIT B

Exhibit "C"

(Form of Bill of Sale for New Pole)

Bill of Sale

This Bill of Sale is from GTE Mobilnet of California Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by Celco Partnership, its general partner (the "Seller"), to Mt. Diablo Unified School District of Contra Costa County, a political subdivision, (the "Buyer"). This Bill of Sale shall be effective upon the date of execution.

1. Sale of Improvements. Seller hereby sells, assigns, transfers, and delivers to Buyer all of Seller's right, title, and interest to the light standard as described in Exhibit "1" attached hereto (the "Improvements").

2. No Representations. The Improvements are being sold "AS IS," without representation or warranty of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable or responsible for any damages, whether actual, incidental, or consequential, whether foreseeable or not, arising out of or connected with the Improvements or their use or resale by Buyer.

3. Miscellaneous. This Bill of Sale shall be governed by California law. This Bill of Sale represents the entire agreement between the parties regarding the subject matter hereof.

SELLER:

**GTE Mobilnet of California Limited
Partnership, a California limited
partnership, d/b/a Verizon Wireless**

**By: Celco Partnership
Its: General Partner**

By: _____
Name: Brian Mecum
Title: Area Vice President Network

Date: _____

EXHIBIT 1 TO BILL OF SALE

Description of Improvements

(see attached)