

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

This Third Amendment to Option and Lease Agreement (“**Amendment**”) is entered into as of February 13, 2023, by and between Conejo Recreation and Park District, a public district (“**Landlord**”) and Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless (“**Tenant**”) with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord is the owner of that certain real property located at 635 West Avenida De Los Arboles, Thousand Oaks, California (“**Property**”).

B. Landlord and Tenant are parties to that certain Option and Lease Agreement dated October 5, 2012, as amended by that certain First Amendment to Option and Lease Agreement dated October 15, 2014, as further amended by that certain Second Amendment to Option and Lease Agreement dated November 17, 2014 (as so amended, “**Agreement**”), pursuant to which Tenant leases ground and tower space at the Property for the construction and operation of a communications facility (“**Premises**”), together with the right of access to and from the nearest public right-of-way and the right to install utilities.

C. Landlord and Tenant desire to amend the Agreement to memorialize the installation of Tenant’s proposed generator and increase the Rent as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Generator.** The description of the Premises contained in the Agreement (“**Existing Premises**”) is hereby amended to include ground space measuring approximately 13’, 4” by 10’, 6” and containing approximately 140 square feet for the installation of an emergency generator (“**Additional Space**”) as more particularly described and depicted in Exhibit “A1” attached hereto and made a part hereof, together with approximately 70 square feet for the installation of conduit and additional space for appurtenant equipment to connect the Additional Space to the Existing Premises (the “**Connection Space**”). The Existing Premises, Additional Space and Connection Space shall hereinafter be referred to collectively as the “**Expanded Premises.**”

2. **Installation of Generator.** Landlord acknowledges and agrees that Tenant intends, at its sole cost and expense, to construct and install certain improvements in the Expanded Premises, which include, but are not limited to, a pad for a generator, generator connections, a permanent generator, appurtenant equipment, and an enclosure with a rigid metal grate cover (collectively, the “**Improvements**”). Landlord hereby consents to the construction, installation, operation and maintenance of the Improvements as described and depicted on the attached Exhibit

“A1.” Tenant shall be solely responsible for the care, repair and maintenance of the Improvements during the term of the Agreement.

3. **Governmental Approvals.** Any required permits for the Improvements shall be obtained by Tenant at Tenant’s sole expense. Furthermore, it is understood and agreed that Tenant’s ability to install the Improvements is contingent upon its obtaining after the execution date of this Amendment all of the certificates, permits and other approvals (collectively the “**Governmental Approvals**”) that may be required by any Federal, State or Local authorities which will permit Tenant to install and operate the Improvements as set forth in this Amendment. Landlord shall, at no expense to Landlord, cooperate with Tenant in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the installation of the Improvements. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant in its sole discretion will be unable to install, operate, or maintain the Improvements or Tenant determines that the Improvements are no longer compatible for its intended use, Tenant shall have the right to terminate those provisions in this Amendment related to the Improvements. The remainder of this Amendment and the Agreement shall remain in full force and effect. Notice of Tenant’s exercise of its right to terminate such portion of this Amendment shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant. All License Fee payments made in connection with the Improvements paid to said termination date shall be retained by Landlord. Upon such termination, those portions of this Amendment relating to the Improvements shall be of no further force or effect, and the parties shall have no further obligations under this Amendment, including the payment of money, to each other with respect thereto.

4. **Rent.** In consideration for the Expanded Premises and for Landlord consenting to the construction, installation, operation, maintenance and repair of the Improvements, the Rent due under the Agreement shall be increased by the sum of Three Hundred Fifteen Dollars (\$315.00) per month (the “**Rent Increase Amount**”). Tenant’s obligation to pay the Rent Increase Amount to Landlord shall commence on the first day of the month after Tenant commences construction of the Improvements (“**Rent Increase Commencement Date**”). Landlord and Tenant acknowledge and agree that initial Rent Increase Amount payment(s) may not be sent by Tenant until sixty (60) days after the Rent Increase Commencement Date. The initial Rent Increase Amount payment will reflect two (2) months’ of such rent: (i) one for the month in which the Rent Increase Commencement Date is effective; and (ii) one for the second month in advance as prescribed above. Thereafter, the Rent Increase Amount shall increase as provided in the Agreement. If the Agreement is terminated before the end of a month’s rent period as described above, Rent shall be prorated as of the date of termination.

5. **Landscaping.** The parties acknowledge and agree that Tenant shall be required by Landlord to install certain landscaping (“**Landscaping**”) at the Property and such connections (“**Irrigation**”) to Landlord’s existing irrigation system and existing water supply as may be required in order to maintain the Landscaping, all as more particularly described in the Exhibit “A1” attached hereto. Tenant shall install the Landscaping and Irrigation in a good and workmanlike manner, and upon completion of installation, the Landscaping and Irrigation shall become the property of Landlord. Landlord acknowledges and agrees that it shall be responsible,


at its sole cost and expense, for watering and maintaining the Landscaping and that Tenant shall not be responsible for replacing any Landscaping if Landlord fails to do so; provided however, that Tenant shall replace any Landscaping that dies within the first six (6) months after Tenant installs such Landscaping.

6. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

LANDLORD:

Conejo Recreation and Park District, a public district

By: 
Name: JIM FRIEDL
Title: GENERAL MANAGER
Date: 2/13/23

TENANT:

Los Angeles SMSA Limited Partnership, a California limited partnership dba Verizon Wireless

By: AirTouch Cellular Inc., its General Partner


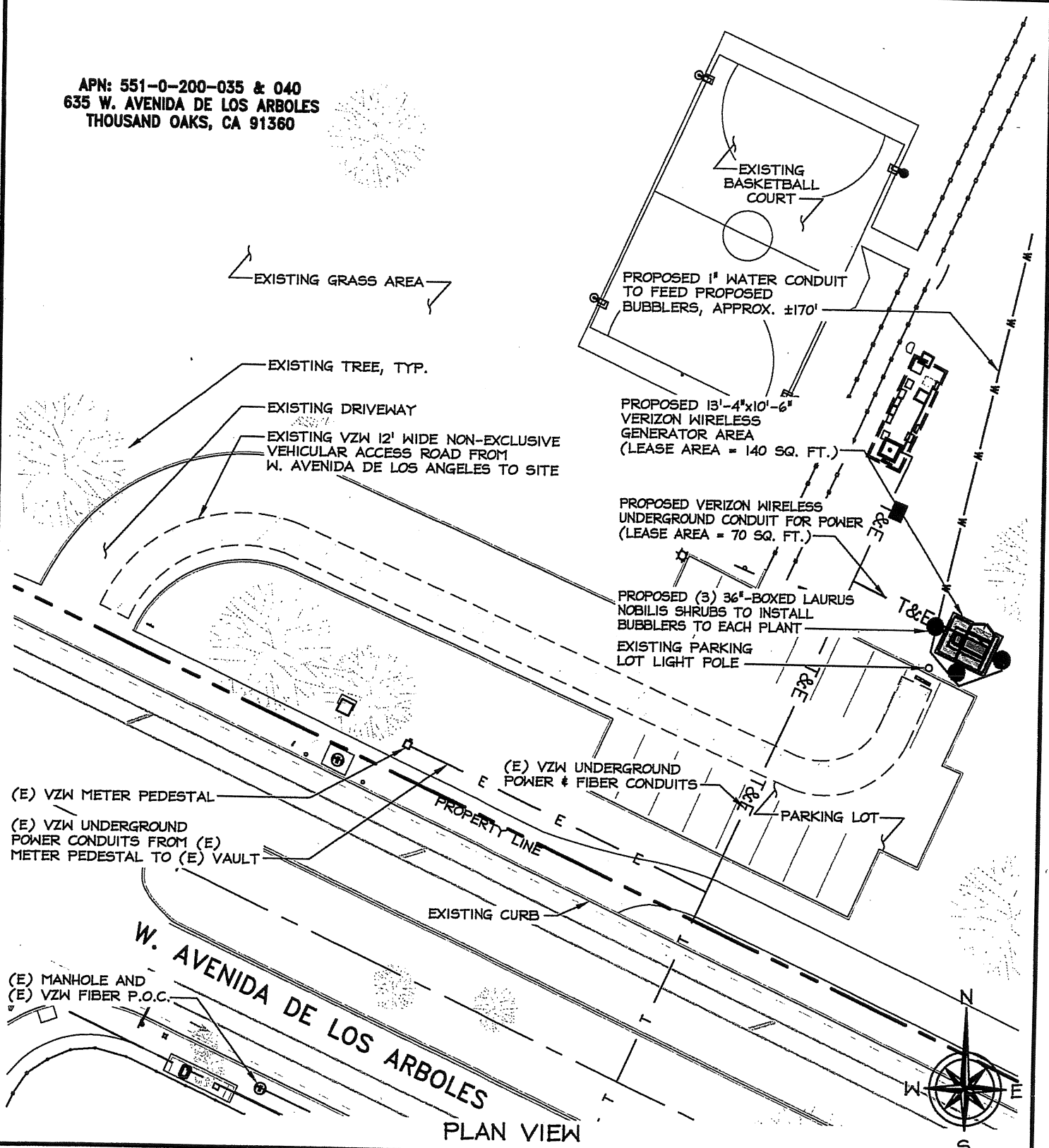
By: 
Name: Michelle Brown
Title: SR. Manager Real Estate
Date: 1/18/2023

Exhibit "A1"

Additional Space/Connection Space/Improvements/Landscaping

See attached.

APN: 551-0-200-035 & 040
 635 W. AVENIDA DE LOS ARBOLES
 THOUSAND OAKS, CA 91360



OPTION 1

LEASE EXHIBIT

VELARDE

verizon

2785 MITCHELL DRIVE, SUITE 9
 WALNUT CREEK, CA 94598



SEQUOIA

DEPLOYMENT SERVICES, INC.

1 SPECTRUM POINTE DRIVE, SUITE 130
 LAKE FOREST, CA 92630-2283



ALLSTATES

ENGINEERING & SURVEYING

23675 BIRTCHEER DRIVE
 LAKE FOREST, CA 92630

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment") is made this 17th day of NOVEMBER, 2014, by and between Conejo Recreation and Park District ("Landlord") and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless ("Tenant"), with reference to the facts set forth in the Recitals below:

RECITALS

WHEREAS, Landlord owns that certain property located at 635 West Avenida De Los Arboles, Thousand Oaks, California ("Property"); and

WHEREAS, Landlord and Tenant are parties to that certain Option and Lease Agreement dated October 5, 2012, as amended by that certain First Amendment to Option and Lease Agreement dated October 15, 2014 ("Lease"), whereby Landlord granted Tenant an option to lease a portion of the Property for the construction, operation and maintenance of a communications facility situated substantially as shown on Exhibit I attached to the Lease; and

WHEREAS, Landlord and Tenant now desire to amend the Lease to extend the Option term.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **OPTION TERM.** In consideration for the amount of \$3,000.00 payable by Tenant to Landlord, the Option term shall be extended for a period of three (3) months to January 4, 2015.


2. **CONTINUED EFFECT.** Landlord and Tenant hereby ratify and reaffirm the rights and obligations of both Landlord and Tenant under the Lease and acknowledge that both parties shall continue to be bound by such rights and obligations. All other terms and conditions of the Lease that are not expressly modified by and are not inconsistent with the terms of this Amendment are hereby ratified and affirmed, and the same shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative.

LANDLORD:

Conejo Recreation and Park District

By: 
Name: JAMES T. FRIEDL
Title: GENERAL MANAGER
Date: 11/17/14

TENANT:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular, its General Partner

By: 
Name: Brian Mecum
Title: Area Vice President Network
Date: 12/4/14

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“**Amendment**”) is made this 15TH day of OCTOBER, 2014, by and between Conejo Recreation and Park District (“**Landlord**”) and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless (“**Tenant**”), with reference to the facts set forth in the Recitals below:

RECITALS

WHEREAS, Landlord owns that certain property located at 635 West Avenida De Los Arboles, Thousand Oaks, California (“**Property**”); and

WHEREAS, Landlord and Tenant are parties to that certain Option and Lease Agreement dated October 5, 2012 (“**Lease**”), whereby Landlord granted Tenant an option to lease a portion of the Property for the construction, operation and maintenance of a communications facility situated substantially as shown on Exhibit 1 attached to the Lease; and

WHEREAS, the City of Thousand Oaks is requiring that certain landscaping be installed and maintained on the Property during the term of the Lease (“**City Requirements**”); and

WHEREAS, Landlord and Tenant now desire to amend the Lease (i) to provide for the installation and maintenance of landscaping in compliance with the City Requirements, and (ii) to document other changes to the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EXHIBIT.** Exhibit 1 attached to the Lease is hereby deleted in its entirety and replaced by the Revised Exhibit 1 attached hereto and made a part hereof.

2. **LANDSCAPING.** Landlord and Tenant acknowledge and agree that Tenant shall be permitted to install around the perimeter of the Premises (as defined in the Lease) certain landscaping (“**Landscaping**”) as described and depicted on Exhibit 1, attached to the Lease, as such exhibit is hereby amended. Landlord shall have the right to approve the Landscaping to be installed, which approval shall not be unreasonably withheld, conditioned or delayed.

3. **INSTALLATION.** Landlord and Tenant further agree that Tenant shall be responsible for installing the Landscaping and connections to the existing irrigation system (“**Irrigation**”) as reasonably required to comply with the City Requirements. Tenant shall be permitted to connect the Irrigation to Landlord’s existing water supply at the Property in order to maintain the Landscaping.

4. **MAINTENANCE.** Landlord and Tenant acknowledge and agree that after installation of the Landscaping and Irrigation, Landlord shall be responsible for watering and

maintaining the Landscaping for the period required by the City Requirements. Notwithstanding the foregoing, if Landlord fails to water or maintain the Landscaping or fails to replace any Landscaping as may be required by the City Requirements, Tenant may, but shall not be obligated to, perform such maintenance or make such replacements upon at least ten (10) days' notice to Landlord, and the cost thereof shall be payable to Tenant by Landlord on demand. If Landlord does not make payment to Tenant within thirty (30) days after such demand, Tenant shall have the right to deduct the reasonable costs of the maintenance or replacement from the succeeding monthly rental amounts normally due from Tenant to Landlord under the Lease.


5. **CONTINUED EFFECT.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning as stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative.

LANDLORD:


Conejo Recreation and Park District

By: 
Name: JAMES T. FRIEDL
Title: GENERAL MANAGER
Date: 10/15/14

TENANT:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular, its General Partner

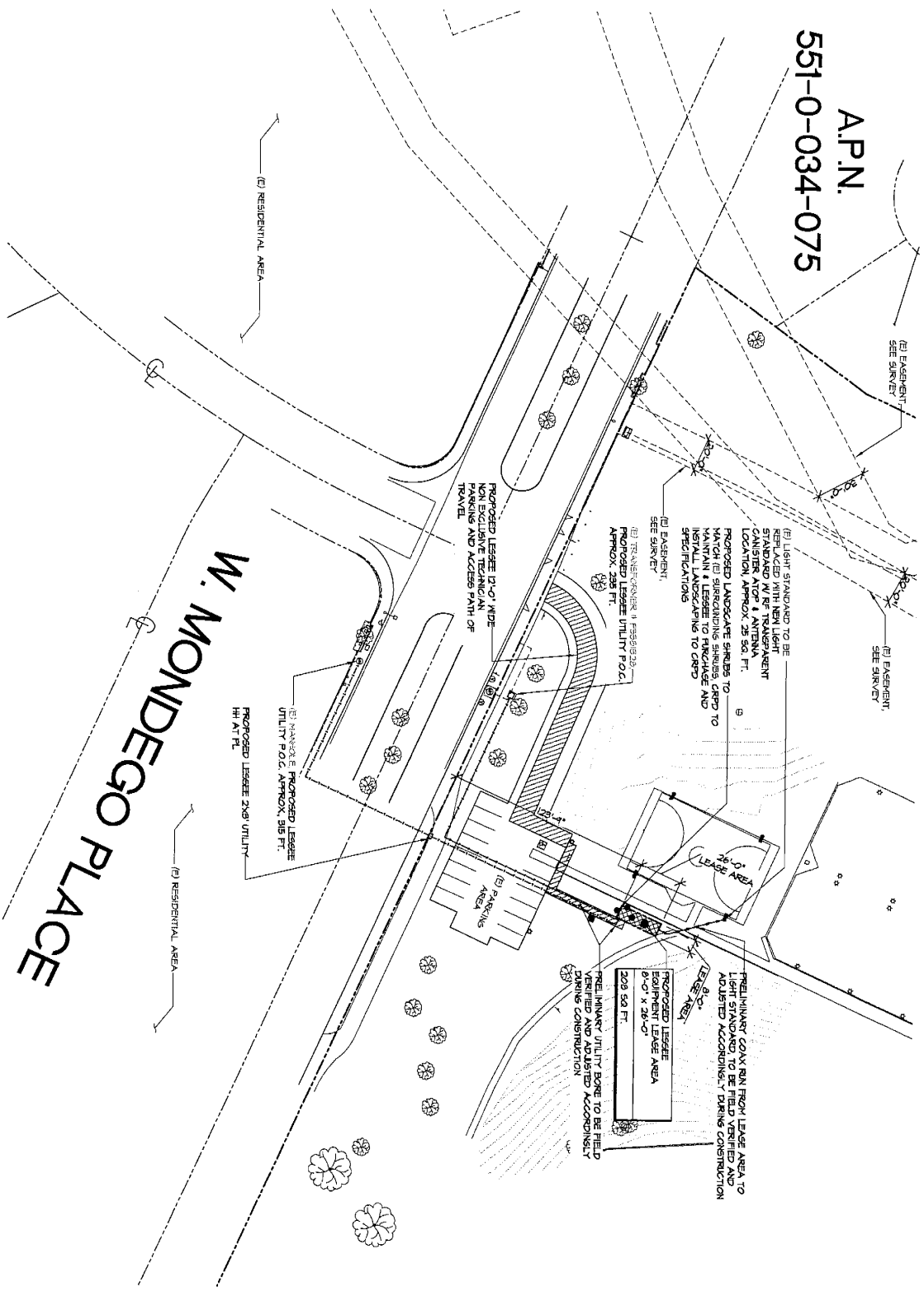
By: 
Name: Brian Mecum
Title: Area Vice President Network
Date: 10/9/14

Revised Exhibit 1

Premises

(Please see attached.)

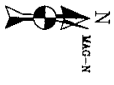
A.P.N.
551-0-034-075



W. MONDEGO PLACE

LEASE EXHIBIT--VELARDE-635 W. AVENIDA DE LOS ARBOLES, THOUSAND OAKS, CA 91382

SCALE 1"=10'-0"
SCALE 1/8"=1'-0"
2



Cell Site Number: 253787
Cell Site Name: Velarde
Atty/Date: MRH/06.27.12

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Conejo Recreation and Park District, public entity having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 635 W. Avenida De Los Arboles, Thousand Oaks, CA 91362 in the County of Ventura, State of California, and which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to exclusively lease a certain portion of the Property, being described as two (2) separate portions of the Property, with the first parcel containing approximately two hundred eight (208) square feet, and with the second parcel containing approximately twenty-five (25) square feet (collectively, the "Land Space"), certain space (the "Tower Space") on the "Replacement Light Standard" (defined below), and the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes running between the Land Space and Tower Space (the "Connection 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, as permitted under Section 13 herein, on foot or motor vehicle, including trucks over or along a twelve foot (12') wide right-of-way extending from the nearest public right-of-way, W. Avenida De Los Arboles, 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 extending to and from the utilities point of connection on the Property and the Land Space, Tower Space and Connection Space, said Land Space, Tower Space, Connection Space and Rights of Way (hereinafter collectively referred to as the "Premises"), all as described in Exhibit 1 attached hereto and made a part hereof.

(b) During the Option period and extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing,

material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use (defined below), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims to the extent caused by Tenant's Tests except as caused by Landlord's negligence or willful misconduct.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Three Thousand and No/100 Dollars (\$3,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon payment of an additional Three Thousand and No/100 Dollars (\$3,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. Initial and renewed term Option fees are flat fees that are not pro-rated. (Tenant's failure to exercise the Option within either of the two (2) Option terms nullifies this Agreement and the parties will have no further liability to each other.)

(d) Notice of the exercise of the Option shall be given by Tenant to Landlord in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted.

(e) Tenant is prohibited from commencing construction until Landlord has received the initial Rent payment as set forth in Section 4(a) below. Tenant must coordinate a construction schedule with Landlord that will not unduly interfere with park operations.

2. PERMITTED USE.

Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement, and removal of its communications equipment, cables, and accessories, including antennas on the "Replacement Light Standard" (as defined below) (collectively, hereafter, the "**Communication Facility**"), as described in project plans and specifications approved by Landlord and City of Thousand Oaks. Tenant has the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated laws, rules, or regulations, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Tenant has the right to install and operate transmission cables from the equipment vault to the antennas, electric lines from the main feed to the equipment vault and communication lines from the main entry point to the equipment vault. In addition, Tenant has the right to modify or replace the underground equipment within the Premises at any time during the term of this Agreement. Tenant may not, however,

increase the number of antennas, or add to or expand its Communication Facility in order to change or modify service (collectively, "**Tenant Changes**") unless these are pre-approved in writing by Landlord. (The number of antennas and the frequencies over which Tenant's antennas shall operate are listed in **Exhibit 2**). In the event Tenant desires to effect any Tenant Change, or Tenant requires an additional portion of the Property (the "**Additional Premises**") for such a Tenant Change, Tenant must obtain written approval from the Landlord to lease the Additional Premises, under the same terms and conditions set forth herein, except that the Rent (defined below) will increase as follows. In the event of the lease of Additional Premises, Rent will increase by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. In the event of any Tenant Change, Rent will increase by a reasonable amount consistent with rental rates then charged for comparable Tenant Changes in the same area. Landlord must approve or disapprove of any Tenant request to effect any Tenant Changes or to add any Additional Premises within thirty (30) days of receipt of Tenant's request therefor. If the request is approved by the Landlord, Landlord agrees to take such actions and enter into and deliver to Tenant such documents to effect and memorialize the Tenant Changes or the lease of the Additional Premises to Tenant, as the case may be.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Rent Commencement Date defined in Section 4(a) of this Agreement, subject to the provision of Section 1(d) of this Agreement (also the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant'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.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. RENT.

(a) Commencing on the "Rent Commencement Date", Tenant will pay the Landlord a monthly rental payment of Three Thousand and 00/100 (\$3,000.00) ("**Rent**"), at the address set forth above, on or before the Rent Commencement Date and the same date of each calendar month thereafter in advance. The "**Rent 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, Landlord and Tenant acknowledge and agree that the initial Rent payment shall not actually be sent by Tenant until thirty (30) days after the exercise of the Option is effective. The initial Rent payment will reflect two (2) months' rent: (i) one for the month in which the notice of the Option is effective; and (ii) one for the second month in advance as prescribed above. If this Agreement is terminated before the end of a month's rent period as described above, Rent shall be prorated as of the date of termination.

(b) Commencing on the first (1st) annual anniversary of the Rent Commencement Date and on each subsequent annual anniversary thereafter during the Term, the annual Rent shall increase by an amount equal to three percent (3%) of the Rent for the immediately preceding year.

(c) Landlord agrees to provide Tenant a complete and fully executed Internal Revenue Service Form W-9.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

Prior to any Tenant improvements on the Premises, Tenant is required to obtain an "Encroachment Permit" from the Landlord. Following completion of construction, Tenant must also submit a Conejo Recreation & Park District "Certificate of Completion" to the City of Thousand Oaks as a final release of Tenant's responsibilities.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION.

This Agreement may be terminated, without penalty or further liability, as follows:

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant;

(d) by Tenant upon written notice to Landlord, if the Premises or the Communication Facility are destroyed or damaged by Landlord so as to substantially and adversely affect the effective use of the Communication Facility. Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant for damage or destruction caused by Landlord. If Tenant elects to continue this Agreement, then all Rent shall abate until the Premises and/or Communication Facility are restored to the condition existing immediately prior to such damage or destruction; Landlord's payment of any Rent reimbursement or Rent abatement is contingent upon Tenant's providing Landlord documented evidence to support a claim of failed or interrupted service.

Tenant is not entitled to Rent abatement under circumstances of natural disaster or Tenant-caused damage or destruction; or

(e) by Tenant upon ninety (90) days prior written notice to Landlord for any reason.

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The liability coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations. Landlord agrees that at its own cost and expense it will maintain 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. Landlord agrees that it will include Tenant as an additional insured.

8. TAXES.

(a) Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments (including possessory interest), or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant 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 Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant 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 Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant 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 Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Landlord 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.

(b) Tenant's Right to Contest Taxes. Tenant 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 Tenant is wholly or partly responsible for payment. Landlord shall not be required to join in any such effort. If Tenant does not pay such tax, charge or assessment and desires to challenge such, it shall, before such challenge is made, furnish the Landlord a surety bond issued by a qualified company in the state of California, said bond in an amount equal to 110% of the amount not paid and in dispute. In the event that, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

9. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Tenant shall meet and confer with Landlord should additional communication facilities be proposed for the Landlord's property adjacent to the Premises to facilitate potential collocation of other communication facilities.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

10. INDEMNIFICATION.

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage (including, fines and penalties attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property) or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omissions or willful misconduct in the operations or activities on the Property of Tenant, its employees, agents, licensees, tenants and/or subtenants or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

11. WARRANTIES.

(a) Tenant and Landlord 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) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, and has the right, power and authority to execute this Agreement; (ii) the Landlord has good and unencumbered title to the Property free and clear of any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

12. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for 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 condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant 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 which is related to (i) the indemnifying party's 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 conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 12 ("Environmental") 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 Paragraph 12 ("Environmental") will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in

Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

13. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week access to and over the Property, along Landlord specified access routes, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Tenant must provide Landlord at least seventy-two (72) hours advanced notice prior to any vehicle access, if the vehicle or equipment: (a) has a gross vehicle weight in excess of 10,000 pounds; (b) has skid steering including track driven vehicles or equipment, (c) possesses outriggers or stabilizers, (d) by law needs to be transported by trailer, or (e) is not recognized by the Department of Motor Vehicles to be legally driven or operated across/over public roads or highways. Tenant is responsible for any and all damages caused solely by Tenant's activity on the Property.

14. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Tenant, with the exception of the "Replacement Light Standard" (as defined below), shall be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Tenant, at its sole expense, shall be responsible for disposing of the original light standard currently located within the Premises (the "**Original Light Standard**"). Following removal of the Original Light Standard, Tenant may, at its expense, replace the Original Light Standard with a replacement light standard structurally capable of supporting Landlord's light fixtures and Tenant's antennas and other ancillary equipment, as permitted in accordance with Government Approvals (the "**Replacement Light Standard**"). Upon completion of the construction and installation of the Replacement Light Standard, Tenant shall provide Landlord with thirty (30) days written notice (the "**Initial 30-Day Period**") to permit Landlord to inspect the Replacement Light Standard. If Landlord provides written notice (the "**Notice**") of any Replacement Light Standard deficiencies to Tenant within the Initial 30-Day Period, Tenant shall promptly commence any repairs and/or remedial work to the Replacement Light Standard necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, Tenant shall notify Landlord of such completion and Landlord shall then have an additional thirty (30) days from the date of such notification from Tenant (the "**Additional 30-Day Period**") to inspect the Replacement Light Standard with respect to such deficiencies. In the event Landlord either fails to approve the New Light Standard as described above during the Initial 30-Day Period or the Additional 30-Day Period, or fails to provide written notice to Tenant of any such deficiencies (or of Tenant'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, Landlord shall be deemed to have approved Tenant's construction of, and shall be deemed to have approved, the Replacement Light Standard, and accepted it in its

“as is” condition, and Tenant shall have no further liability or obligations therefor, except for the repair and maintenance responsibilities during the Term of this Agreement, as described elsewhere in this Agreement. Upon Landlord's acceptance of the Replacement Light Standard, Landlord shall assume ownership of the Replacement Light Standard without need of execution of documentation transferring ownership from Tenant to Landlord. For the remainder of the Term, Landlord shall be solely responsible for the ongoing maintenance and upkeep of the Replacement Light Standard, including light fixtures and light bulbs, as well as for the electrical costs associated with operating these light fixtures, and Tenant shall have no further responsibility in relation thereto. Upon the earlier of the expiration or termination of this Agreement, Tenant shall return the Premises to the original condition that existed prior to the Tenant's use of the Premises, normal wear and tear excepted. In addition, Tenant shall remove from the Premises or the Property, all stored equipment from the vault, and any part of the Communication Facility including foundations, underground utilities/wiring and conduit to a depth of four feet (4') below the surface. Tenant shall also remove antennas, radial arms, mounting brackets, wiring, and conduit from the Replacement Light Standard.

15. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall repair any damage to the Premises caused by Tenant during construction or routine maintenance and operations, or caused by the negligence or willful misconduct of Tenant. Tenant shall repair the Premises to substantially the condition in which it existed upon the start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted. Tenant must commence repairing damages caused by Tenant within three (3) calendar days from the time of notification by the Landlord of such damage. Tenant agrees to cover all costs associated with the repair, including labor and material costs reasonably incurred by the Landlord to repair such damage if neglected by Tenant. With damages reasonably deemed severe by Landlord, Landlord reserves the right to determine the timeliness of the response in its good faith discretion.

(c) Tenant shall have the right to obtain separate utility service from any utility company that will provide service to the Premises. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company. Tenant is responsible for coordinating with such utility companies the removal of any utility company utility lines installed and any utility easement rights granted herein upon termination of this Agreement.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to

perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Tenant's default and to charge the costs of such cure to the Tenant.

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

17. ASSIGNMENT/SUBLEASE.

Tenant, with approval and written authorization from Landlord, will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant'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. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Any sublease that is entered into by the Tenant shall be subject to the provisions of this Agreement. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

18. NOTICES.

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. Notices will be addressed to the parties as follows:

If to Tenant: Los Angeles SMSA Limited Partnership
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate
 Cell Site # 253787
 Cell Site Name: Velarde

If to Landlord: Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

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.

19. SEVERABILITY.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

20. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

21. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

22. WAIVER OF LANDLORD'S LIENS.

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

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

(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 Premises are 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) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination" or "expiration" are interchangeable; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.


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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

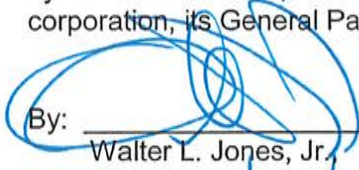
"LANDLORD"

Conejo Recreation and Park
District

By: 
Print Name: JIM FRIEDL
Its: GENERAL MANAGER
Date: 10/5/12

"TENANT"

Los Angeles SMSA Limited
Partnership, a California limited
partnership, d/b/a Verizon Wireless,
by AirTouch Cellular, a California
corporation, its General Partner

By: 
Walter L. Jones, Jr.
Area Vice President Network
Date: 9/13/12

TENANT ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

On September 13, 2012, before me, Trisha K. Villalta, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Trisha K. Villalta
Notary Public



LANDLORD ACKNOWLEDGMENT

STATE OF California)
) ss:
COUNTY OF Ventura)

BE IT REMEMBERED, that on this 8th day of October, 2012 before me, the subscriber, a person authorized to take oaths in the State of California, personally appeared James Friedl who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Jody Lynn Dickson
Notary Public: Jody Lynn Dickson
My Commission Expires: 10-30-15

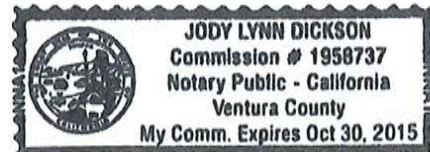


EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel 1:

That portion of Parcel "D" shown on Map of Survey of "Santa Rosa Rancho," in the City of Thousand Oaks, County of Ventura, State of California, as per Map recorded in Book 5, Page 29 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the most Southerly corner of Lot 7 in Tract No. 1942-1 as per Map recorded in Book 49, Page 7, of Maps, Records of said County; thence along the Northerly line of Avenida De Los Arboles, 86.00 feet wide

1st: South 65°13'22" East 1907.58 feet to the beginning of a curve concave Northeasterly having a radius of 1107.00 feet; thence

2nd: Southeasterly and Easterly along said curve through a central angle of 17°56'10" an arc length of 346.54 feet to the Southeasterly terminus of the 5th course described as South 5°35'55" East 489.48 feet in the Deed to Jue's Enterprises recorded December 30, 1969 as Instrument No. 68101 in Book 3600, Page 278 of Official Records, a radial line to said terminus bears South 6°50'28" West; thence along said 5th course

3rd: North 5°35'55" West 489.48 feet; thence

4th: North 86°35'47" West 462.03 feet; thence

5th: North 45°52'53" West 430.00 feet; thence

6th: North 69°31'51" West 561.95 feet; thence

7th: North 30°56'09" West 420.00 feet; thence

8th: North 60°58'21" West 119.87 feet to the Northeasterly terminus of the Southeasterly line of the Pedestrian Thoroughfare shown as North 70°00'00" East 62.65 feet in said Tract No. 1942-1; thence along the boundary of said Tract No. 1942-1

9th: South 70°00'00" West 62.65 feet to a point on a curve concave Southwesterly, having a radius of 37.00 feet, a radial line to said point bears North 70°00'00" East; thence

10th: Southeasterly, Southerly and Southwesterly along said curve, through a central angle of 61°18'00" an arc length of 39.59 feet to the Easterly line of Silver Cloud Street as shown on Map of said Tract No. 1942-1; thence along said Easterly line

11th: South 41°18'00" West 176.58 feet to the beginning of a tangent curve, concave

Northwesterly, having a radius of 83.00 feet; thence

12th: Southwesterly along said curve through a central angle of 34°54'43" an arc length of 50.57 feet to a point, a radial line to said point bears South 13°47'17" East; thence leaving said curve

13th: South 24°46'38" West 154.78 feet; thence

14th: South 88°40'00" West 109.14 feet to a point on a curve, concave Westerly, having a radius of 45.00 feet, a radial line to said point bears North 75°49'45" East; thence

15th: Southerly along said curve through a central angle of 25°40'30" an arc length of 20.16 feet to a point, a radial line to said point bears South 78°29'45" East; thence

16th: North 88°40'00" East 99.34 feet; thence

17th: South 24°46'38" West 59.05 feet; thence

18th: South 35°54'00" West 128.41 feet to the Point of Beginning. Except that portion lying Easterly of the West Line of Canna Street as shown on Tract No. 2644-2, as per map recorded in book 76 pages 37 to 41 inclusive of Maps of said county.

Also Except therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth 500 feet from the surface of said land, but with no right of surface entry, as provided in Deeds recorded March 1, 1971 in book 3927 page 37; July 7, 1972 in book 3978, Page 608 and book 3978 page 612, all of Official Records.

Parcel 2:

That portion of Parcel "D" shown on Map of Survey of "Santa Rosa Rancho", in the City of Thousand Oaks, County of Ventura, State of California, as per Map recorded in Book 5, Page 29 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly terminus of that certain course having a bearing and length of North 5°35'55" West 489.48 feet in the Deed to Conejo Recreation and Park District recorded in Book 3978, Page 608 of Official Records in said Recorder's Office, said course has a bearing of North 5°35'24" West for the purpose of this description; thence along the boundary of said land

1st: North 86°35'16" West 462.03 feet; thence

2nd: North 45°52'22" West 273.00 feet; thence leaving said boundary

3rd: North 76°36'03" East 53.65 feet to the beginning of a non-tangent curve concave Northerly and having a radius of 45.00 feet, a radial line of said curve to said beginning bears South 76°36'03" West; thence

4th: Easterly along said curve through a central angle of 99°53'41" a distance of 78.46 feet; thence

5th: South 40°50'26" East, 63.01 feet; thence

6th: South 77°51'31" East 102.60 feet; thence

7th: South 71°03'36" East 298.00 feet; thence

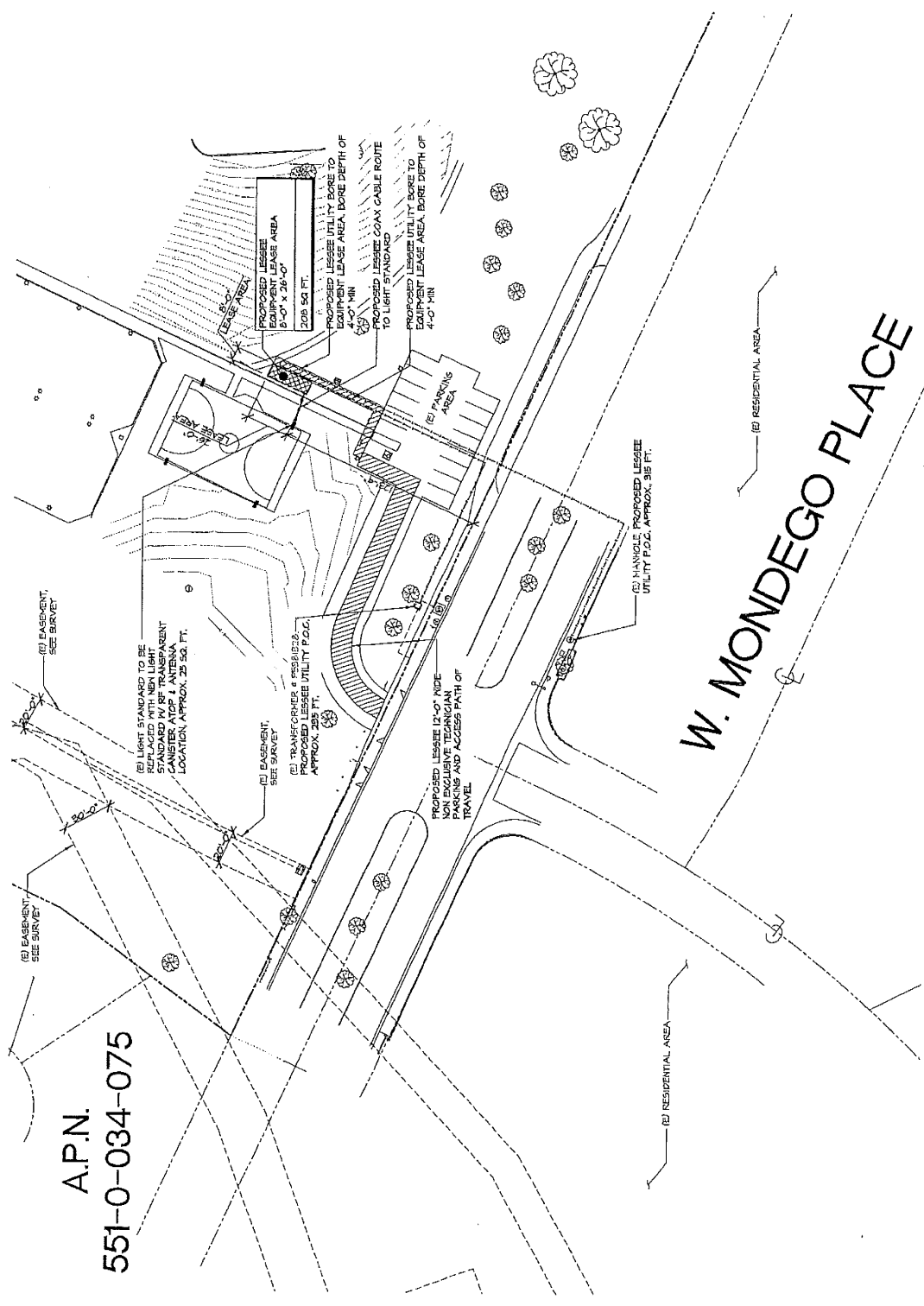
8th: South 74°34'08" East 124.53 feet to the Point of Beginning.

Assessor's Parcel Number: 551-0-200-035 & 551-0-200-040

EXHIBIT 1
DESCRIPTION OF PREMISES

(Attached Site Plans)

A.P.N.
551-0-034-075



W. MONDEGO PLACE

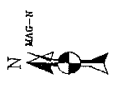


EXHIBIT 2

NUMBER AND FREQUENCIES OF ANTENNAS

Number of Antennas and Model Numbers:

Three (3) CSS Antennas

Model: CYL-X7CAP-465

Frequencies:

CDMA:

Tx: 880 MHz to 894 MHz

Rx: 835 MHz to 848 Mhz

EVDO:

Tx: 1965 MHz to 1970 MHz

RX: 1885 MHz to 1890 Mhz

LTE:

Tx: 776 MHz to 787 MHz

Rx: 746 MHz to 757 MHz

GPS antenna(s)