

Market: LA North
Cell Site Number: SV11881B
Cell Site Name: Dos Vientos Community Park

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, an independent, California Special District established in accordance with California Recreation and Park District Law (Public Resources Code section 5780 et. seq.) having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and T-Mobile West LLC, a Delaware limited liability company, having a mailing address of 2380-A Bisso Lane, Concord, CA 94520 , (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord represents and warrants that it owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 4801 Borchard Road, Thousand Oaks, CA 91362 in the County of Ventura, State of California (collectively, the "**Property**") as more particularly described on the Exhibit 1 attached hereto and incorporated herein by this reference. 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.

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property consisting of antennas approximately 500 square feet of ground space as more particularly described on the Exhibit 2 attached hereto and incorporated herein by this reference, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises for the duration of this Agreement; as more particularly described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) During the Option period and any 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, 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 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 to the extent caused by the performance of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Landlord acknowledges and agrees that the sum of Three Thousand and No/100 Dollars (\$3,000.00) previously paid by Tenant as of November 18, 2011 as payment for the initial Option Term under the Option and Lease Agreement by and between Conejo Recreation and Park District and T-Mobile West Corporation dated as of October 15, 2011 will be applied in full as payment for the initial Option Term granted under this Lease. The Option will be for an initial term of one (1) year commencing on the Effective Date and expiring at 11:59 PM on the one year anniversary thereof (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.

(d) Tenant is required to commence construction within two (2) years of the Effective Date. If Tenant fails to commence construction within this period, this Agreement shall expire and the parties will have no further liability to each other accruing thereafter. (Documented extenuating circumstances beyond Tenant's control or Landlord requested delay of construction excepted).

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission, amplification and reception of communications signals and the installation, construction, maintenance, operation, repair, modification, replacement and removal of its communications equipment, cables, accessories, including radio transmitting within current FCC authorized frequency bandwidths - (1970-1980MHz, 1890-1900MHz, 2110-2155MHz, and 1710-1755 MHz) amplifying and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment emergency backup power batteries and generator (collectively, hereafter, the "**Communication Facility**"), as more particularly described in project plans and specifications approved by Conejo Recreation & Park District and City of Thousand Oaks as attached hereto as the Exhibit 2. 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 antenna, 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 and to exchange properly permitted above-ground equipment with equipment of the same size or smaller. Tenant may not, however, increase the number of antenna or expand facilities in order to change or modify service "**Tenant Changes**"

(i.e. 5G, 6G, etc. or provide an entirely new system/technology) unless pre-approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In the event Tenant desires to modify or upgrade the Communication Facility in a manner that requires the Landlord's consent, or Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, 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 will increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property in the same area. 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 lease of the Additional Premises to Tenant.

(b) Tenant at its sole expense, shall have the right to remove and dispose of, or (at Landlord's request) transfer to Landlord's storage area located within the immediately surrounding area, the existing light standard currently located within the Premises as more particularly described on the Exhibit 2 (the "Original Light Standard"). Following removal, Tenant shall have the right to 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 (the "Replacement Light Standard"). Upon installation of the Replacement Light Standard, Tenant shall maintain the Replacement Light Standard during the term of this Agreement provided that, after Tenant initially installs Landlord's light fixtures on the Replacement Light Standard, Landlord shall thereafter be solely responsible for changing out any light fixtures located thereon as may be necessary. The light fixtures to be installed upon the Replacement Light Standard shall be supplied and continuously owned by Landlord during the entire term of this Agreement. Upon the expiration or earlier termination of this Agreement, title and ownership of the Replacement Light Standard shall automatically, without need for execution of further documentation transfer to Landlord in its "AS IS" and "WHERE IS" condition without warranty or representation of any kind. Following such transfer, Landlord will be solely responsible for the ongoing maintenance and upkeep of the Replacement Light Standard and Tenant shall have no further responsibility in relation thereto.

3. TERM.

(a) The initial lease term will be seven (7) years ("**Initial Term**"), commencing on the Rent Commencement Date defined in 4(a), subject to the provisions of 1(d) (also the "**Term Commencement Date**"). The Initial Term will terminate on the seventh (7th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for up to four (4) successive five (5) year term(s) (each five (5) year term shall be defined as an "**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 then current 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 ("**Term**").

4. RENT.

(a) Commencing on the first day that Tenant commences construction (the "**Rent Commencement Date**"), and by the fifth day of each month thereafter, Tenant will pay the Landlord a monthly rental payment of Two Thousand Seven Hundred and No/100 dollars (\$2,700.00) ("**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, partial months to be prorated. 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.

In addition to Rent, Landlord acknowledges and agrees that the capital contribution in the amount of Two Hundred Fifty Thousand and 00/100 dollars (\$250,000.00) ("**Capital Contribution**") previously paid by Tenant as of March 8, 2012 as payment for the Capital Contribution fee under the Option and Lease Agreement by and between Conejo Recreation and Park District and T-Mobile West Corporation dated as of October 15, 2011 will be applied in full as payment for the Capital Contribution fee required under this Lease. In exchange for this capital investment, Tenant will receive full rent waiver for a period of seven (7) years.

(b) Effective as of the date which is one year after the Rent Commencement Date ("**Anniversary Date**"), and upon each subsequent annual Anniversary Date thereafter, the Rent specified in 4a above shall be increased annually by three (3) percent regardless of rent abatement. The rent escalation is compounded on the rent amount from the previous year – see attached Exhibit 3 "**Rent Table**".

(c) Landlord agrees to provide Tenant a complete and fully executed Internal Revenue Service Form W-9 prior to any Rent becoming payable hereunder.

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.

(b) 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.

(c) Prior to any Tenant improvements on the Premises, Tenant is required to obtain an "Encroachment Permit" from the Landlord. Following completion of its construction of the Communication Facility, 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 related or arising therefrom.

(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 Paragraph 16 Default and Right to Cure of this Agreement after the applicable cure periods;

(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; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee as liquidated damages in an amount equal to three (3) times the then current monthly Rent, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance in an amount equal to ninety percent (90%) of the replacement cost of its Communication Facility; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 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 coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant may satisfy these requirements by obtaining the appropriate endorsements to any master policy of liability insurance Tenant may maintain.

8. TAXES.

(a) Possessory Interest Taxes. Pursuant to California Revenue and Tax Code section 107.6(a), the property interest created herein may be subject to property taxation or a possessory interest tax, and the Tenant will be subject to the payment of all such taxes levied on the Property as a direct result of Tenant interest therein under this Agreement.

(b) Tenant's Right to Contest Taxes. Tenant, at its sole cost, shall have the right to seek a reduction in its assessed value, or to contest any tax. 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.

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 and their facilities 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) to the extent caused by Tenant's negligent 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 contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant 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) to the extent caused by the negligent actions or failure to act of Landlord or its employees, contractors or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents 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; (ii) the Property is not encumbered by 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 to the extent caused by: (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 caused by the party on the Property.

(c) The indemnifications of this Section 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 Section 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.

(e) For purposes of this Agreement, hazardous substances and/or materials shall refer to and mean any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, rule or regulation.

13. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, contractors 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 (72) hours advanced notice prior to any vehicle access, if the vehicle or equipment: 1) has a gross vehicle weight in excess of 10,000 pounds; or 2) has skid steering including track driven vehicles or equipment, or 3) possesses outriggers or stabilizers, or 4) by law needs to be transported by trailer, or 5) 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 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 antenna pole, will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. The replaced light standard (sans cellular equipment) is and will remain Landlord's property upon termination of this Agreement. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will return the Premises to the original condition that existed prior to the Tenant's use of the Premises, normal wear and tear and damage due to casualty excepted. In addition, Tenant will be required to 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 4'. Tenant will also be required to remove antennas, radial arms, mounting brackets, wiring, and conduit from the antenna pole or structure upon which the Tenant's antennas are attached.

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 to repair damages caused by Tenant within three (3)-calendar days from the time of notification by the Landlord of such damage and diligently pursue such repairs to completion. Tenant agrees to cover all reasonable and actual costs associated with the repair, including labor and material costs 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 which shall be communicated in the notice thereof.

(c) Tenant, with Landlord approval (not to be unreasonably withheld or delayed), shall have the right to replace utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Tenant shall 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.

16. DEFAULT AND RIGHT TO CURE.

(a) In addition to as otherwise expressly set forth herein, 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) In addition to as otherwise expressly set forth herein, 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 however, this Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of it or 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 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:

T-Mobile West USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. SV11881B

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 day's 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.

24. TERMINATION OF THE OPTION AND LEASE AGREEMENT DATED AS OF OCTOBER 15, 2011 ENTERED INTO BY AND BETWEEN CONEJO RECREATION AND PARK DISTRICT AND T-MOBILE WEST CORPORATION FOR THE SITE IDENTIFIED AS THE DOS VIENTOS ~~COMMUNITY PARK~~ SITE; FURTHER TERMINATION OF THIS AGREEMENT

PLAYFIELD 10/29/12

(a) Commencing on the first day that the Tenant commences construction at the site identified as the Dos Vientos Community Park site, Tenant and Landlord mutually agree that the Option and Lease Agreement dated as of October 15, 2011 between Conejo Recreation and Park District and T-Mobile West Corporation will be terminated by Tenant effective as of that date without penalty or further liability.

(b) Commencing on the first day that the Tenant commences construction at the Dos Vientos Playfield site, Tenant and Landlord mutually agree that this Option and Lease Agreement between Conejo Recreation and Park District and T-Mobile West LLC will be terminated as of that date without penalty or further liability.

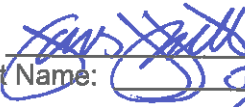
(c) Termination of either Option and Lease Agreement as described in (a) or (b) above does not restrict Tenant from proposing a future Option and Lease Agreement that Tenant can enter into with the Landlord for the terminated site.

[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, a California Special District

By: 
Print Name: JIM FRIEDL
Its: GENERAL MGR.
Date: 10.29.12

"TENANT"

T-Mobile West LLC, a Delaware
limited liability company

By: 
Print Name: Martha Ventura
Its: Director
Date: 10/29/12
**Engineering & Operations
Los Angeles Region**

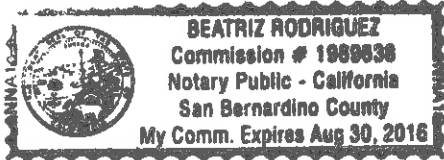
Cathy J. Bardenstein
Digitally signed by
Cathy J. Bardenstein
DN: cn=Cathy J.
Bardenstein, o=T-
Mobile USA, Inc.,
ou=Corporate
Counsel,
email=cathy.bardenst
ein@t-mobile.com,
c=US
Reason: I am
approving this
document
Date: 2012.09.04
13:57:40 -07'00'

TENANT ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF San Bernardino) ss:

On the 12th day of October, 2012, before me Beatriz Rodriguez, notary public personally appeared Martha Ventura, 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 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.



Beatriz Rodriguez
Notary Public
My Commission Expires: August 30, 2016

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page ___ of ___

The Description of Property to the Agreement dated _____, 20__, by and between Conejo Recreation and Park District, a California special district and public entity, as Landlord, and T-Mobile West LLC, a Delaware limited liability company, as Tenant.

The Property are described and/or depicted as follows:

that certain real property in the City of Thousand Oaks, County of Ventura, State of California, described as:

Lot 187 of Tract 4963-1 as per map recorded in Book 135, Pages 3 through 26, of Miscellaneous Records (Maps) as filed in the Office of the County Recorder of Ventura County, California.

EXHIBIT 2

DESCRIPTION OF PREMISES

Page ___ of ___

Description of Premises to the Agreement dated _____, 20__, by and between Conejo Recreation and Park District, a California special district and public entity, as Landlord, and T-Mobile West LLC, a Delaware limited liability company, as Tenant.

See attached drawings sheets titled T-1 and A-1 dated 8-31-2012.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 3

Rent Table
Page 1 of 1

Rent Table:

| <u>year</u> | <u>monthly rent</u> |
|-------------|-------------------------|
| 1 | \$0.00 |
| 2 | \$0.00 |
| 3 | \$0.00 |
| 4 | \$0.00 |
| 5 | \$0.00 |
| 6 | \$0.00 |
| 7 | \$0.00 |
| 8 | \$3,320.66 |
| 9 | \$3,420.28 |
| 10 | \$3,522.89 |
| 11 | \$3,628.57 |
| 12 | \$3,737.43 |
| 13 | \$3,849.55 |
| 14 | \$3,965.04 |
| 15 | \$4,083.99 |
| 16 | \$4,206.51 |
| 17 | \$4,332.71 |
| 18 | \$4,462.69 |
| 19 | \$4,596.57 |
| 20 | \$4,734.47 |
| 21 | \$4,876.50 |
| 22 | \$5,022.80 |
| 23 | \$5,173.48 |
| 24 | \$5,328.68 |
| 25 | \$5,488.54 |
| 26 | \$5,653.20 |
| 27 | \$5,822.80 |