

SITE NAME: Adobe

EFFECTIVE DATE: November 1, 2000

LEASE

"Landlord": Palos Verdes Peninsula Unified School District

"Tenant": Los Angeles SMSA Limited Partnership, dba Verizon Wireless by AirTouch Cellular its general partner

"Landlord's Property": The property as described in Exhibit "A-1."

1. **Lease.** As of the Effective Date, Landlord leases a portion of Landlord's Property to Tenant, referred to in this Lease as the "Premises," as described below: [MARK APPLICABLE PARAGRAPHS]

- (a) Real property comprised of a parcel measuring approximately 20 feet by 20 feet;
- (b) Building interior space comprised of approximately _____ square feet and known as suite/room _____ or (describe) _____ located at: (address) _____;
- (c) Building exterior (including roof top) space as required for antenna support structures and attachment of antennas and/or microwave dishes;
- (d) Real property as required for antenna and/or microwave dish support structure.

as depicted in Exhibit "A-2"; together with interior and/or exterior space as may be reasonably required by Tenant to establish connections to and/or between Tenant's equipment and antenna installations, situated substantially as shown on Exhibit "A-2" and with a grant by Landlord to Tenant of an irrevocable, non-exclusive right (i) to access the Landlord's Property and the Premises 7 days a week, 24 hours a day, from the nearest public street as depicted on Exhibit "A-2", and further defined as "Access to Verizon Wireless Leased Premises"; and (ii) to install, maintain, replace and repair, from time to time, cables, conduits and pipes from the Premises to the nearest appropriate utility connections. Tenant agrees to coordinate its construction efforts with Landlord in order to minimize any potential disruption to the operations and preexisting use on Landlord's Property. Tenant shall be allowed to install and maintain a temporary power source at an appropriate location within Landlord's Property as reasonably approved by Landlord. Subject to Landlord's reasonable approval, Tenant may occasionally park its vehicles on Landlord's Property when Tenant is installing, removing or servicing its communications facility. Upon signing of this Lease by the parties, Tenant shall have the right to survey and test the Landlord's Property.

2. **Term.** Five (5) years beginning on the Effective Date, plus any extensions pursuant to Paragraph 3.

3. **Extensions.** Tenant is granted options to extend this Lease for up to Two (2) additional 5 year periods by giving Landlord written notice at least 90 days before the term or extended term ends. If no default exists at the end of the extension periods, this Lease shall continue in force for a further period of 1 year and for 1 year extensions after each 1 year period, until and unless terminated by either party giving the other notice of termination at least 90 days prior to the end of an extension period.

4. **Rent.** Annual rent for the Premises shall be Twenty Four Thousand and 00/100 Dollars (\$24,000.00) ("Annual Rent") payable in equal monthly installments, in advance, on the first day of each calendar month during the term of this Lease (including a prorated portion for an initial partial month, if any, and excluding a prorated portion for the last partial month, if any). Tenant agrees that the Annual Rent payable hereunder shall be considered late if paid after midnight on the third (3rd) day of each calendar month, and Tenant agrees that any such payment made after the 3rd day shall be subject to a late fee equal to six percent (6%) of the Annual Rent due

and payable at that time. Rent shall be reduced to 1/4 the Annual Rent until the earlier of (i) the first day of the calendar month following the commencement of construction by Tenant or, (ii) 3 months after the Effective Date. In the event this Lease is terminated pursuant to Paragraph 6 (or is otherwise terminated early in accordance with the terms and conditions hereof), then any portions of any Annual Rent payments covering any post-termination timeframe(s) shall be immediately refunded to Tenant by Landlord.

5. **Use of Premises.** Tenant may use the Premises to construct, maintain, secure and operate a communications facility, including an equipment enclosure, required antennas and antenna support structures (as such communications facility may be modified, added to or substituted from time to time), and for any other incidental uses. The communications facility, including all antennas and antenna support structures, may be configured as required by Tenant from time to time, provided that Tenant obtains all permits and approvals required by applicable jurisdictions for such required configuration. Improvement of the Premises to meet Tenant's needs shall be at Tenant's sole expense, and Tenant shall maintain the Premises in a reasonable condition throughout the term. Tenant's ability to use the Premises is dependent upon Tenant's obtaining all of the certificates, permits and other approvals which may be required from any federal, state or local authority and any non-disturbance agreements and access rights which Tenant requires from any third parties (collectively, "Approvals"). Landlord shall cooperate with Tenant from time to time, but at no expense to Landlord, in its efforts to obtain the Approvals as may be required for the Premises as initially configured or as subsequently modified, and Landlord shall take no action which will adversely affect the status of the Premises with respect to Tenant's proposed uses.

6. **Termination.** If any application by Tenant for any Approval is finally denied or rejected, or if any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated, and provided no further appeal process is possible, or if, due to technological changes, Tenant, in its sole discretion, determines that it will be unable to use the Premises for Tenant's intended purposes, then Tenant shall have the right to immediately terminate this Lease. Tenant shall notify Landlord of Tenant's exercise of its right to terminate this Lease, and this Lease shall terminate upon Landlord's receipt of the notice. Termination shall relieve both parties of any further obligations under this Lease, although each shall continue to have its remedies for any breach of a lease obligation which occurred prior to the date of termination. Within 60 days following the expiration or termination of this Lease, Tenant shall remove its personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear excepted. The parties agree that Paragraphs 7, 8, 9 and 10 shall continue to apply until Tenant has completed its removal of personal property and fixtures and restoration of the Premises.

7. **Insurance.** Tenant shall provide Landlord satisfactory evidence of personal property insurance in an amount sufficient to fully protect all personal property owned or controlled by Tenant from theft, fire, or other loss or damage while upon the Premises. If either box 1(b) or (c) is checked, Landlord shall maintain throughout the term of this Lease all risk property insurance coverage in an amount equal to the full replacement cost of all improvements now or hereafter located on Landlord's Property.

8. **Mutual Release/Waivers.** If either box 1(b) or (c) is checked, each party hereby releases the other and the other's partners, affiliates, agents and employees from liability or responsibility for any loss or damage resulting from any cause or hazard for which insurance is required to be carried pursuant to Paragraph 7, including any loss or damage resulting from any loss of the use of any property. These releases shall apply between the parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All policies of insurance obtained by either party pursuant to Paragraph 7 of this Lease shall waive the insurer's rights of subrogation against the other party.

9. Utilities. Tenant shall be responsible directly to the serving entities for all utilities required by Tenant for its use of the Premises. Tenant will install an electric meter and the cost of electricity used by Tenant shall be paid by Tenant directly to Southern California Edison.

10. Indemnities. Tenant hereby agrees to indemnify the Landlord and the Landlord's partners, affiliates, agents and employees against and holds the other and all such persons and entities harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability for or loss from personal injury and property damage to the extent such claims result from or arise out of the use and occupancy of Landlord's Property by Tenant. This paragraph shall not apply to any claim to the extent arising from or in connection with any negligent or intentional conduct of the Landlord or of any agent, servant or employee of the Landlord.

11. Tenant Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Tenant:

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant, as and when due, where such failure shall continue for a period of 10 days after the tenth (10th) day of any calendar month.
- (b) The failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Paragraph 11(a), where such failure shall continue for a period of 30 days after written notice is received by Tenant from Landlord; provided, however, that it shall not be deemed an Event of Default by Tenant if Tenant shall commence to cure such failure within said 30 day period and thereafter diligently prosecutes such cure to completion.

12. Notices. All notices must be in writing and, unless otherwise provided, shall be deemed validly given if sent by certified mail, return receipt requested, to the address indicated below the parties' signatures (or to any other mailing address which the party to be notified may designate to the other party by such notice).

13. Hazardous Substances. Tenant shall accept possession of the Premises, in an "as is" physical condition with no warranty, express or implied, by Landlord as to the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by the Tenant, any onsite soils contamination or any similar matters. It shall be the sole responsibility and obligation of Tenant to investigate the Premises for any adverse soil, surface or subsurface conditions of the Premises, and to take such action as may be necessary to place the Premises in a condition entirely suitable for the use intended by Tenant and agreed to by Landlord as is set forth herein. Landlord and Tenant each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within Landlord's Property in violation of any law or regulation. Landlord and Tenant each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

14. Quiet Enjoyment/Non-Interference. Landlord warrants and agrees that Tenant, upon paying the rent and performing the covenants of this Lease, shall peaceably and quietly have and enjoy the Premises. Excluding Landlord's Normal and Customary Use and Operation of Landlord's Property (as defined herein below),

Landlord shall not cause or permit any use of the Landlord's Property which interferes with or impairs the quality of the communications services being rendered by Tenant from the Premises. "Normal and Customary Use and Operation of Landlord's Property" shall mean any and all necessary activity in furtherance of educating school students. The parties agree that leasing or licensing any of portion of Landlord's Property to another telecommunications carrier shall not be considered Normal and Customary Use and Operation of Landlord's Property.

15. Miscellaneous.

- (a) This Lease, including attached exhibits, incorporates all agreements and understandings between Landlord and Tenant, and no verbal agreements or understandings shall be binding upon either Landlord or Tenant, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.
- (b) The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.
- (c) If either party institutes any action or proceeding in court to enforce any provision of this Lease, or any action for damages for any alleged breach of any provision of this Lease, then the prevailing party in the action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.
- (d) Both Landlord and Tenant represent and warrant that either party has full authority to execute this Lease and to bind the other.
- (e) At either party's request, the parties shall properly execute and secure notarization of a Memorandum of Lease substantially in the form of Exhibit "B." Within 30 days of the expiration or earlier termination of this Lease, Tenant shall provide Landlord with a Quit Claim Deed, releasing its interest in Landlord's Property, substantially in the form of Exhibit "C", which shall be recordable upon the expiration or earlier termination of this Lease.
- (f) At Tenant's request, Landlord shall use its reasonable efforts to secure commercially reasonable non-disturbance agreement(s) from lenders and ground lessors who hold a security interest or ownership interest in Landlord's Property.
- (g) Preparation of this Lease by Tenant or Tenant's agent and submission of this Lease to Landlord shall not be deemed an offer to Landlord to lease. This Lease shall become binding upon Landlord and Tenant only when fully executed by both parties.

16. CPI Adjustment. The parties agree that Annual Rent shall be adjusted annually throughout the term of the Lease on each anniversary of the Effective Date (or the first day of the month in which such anniversary occurs) beginning as of the first anniversary of the Effective Date by the percentage change in the most recent published Consumer Price Index (1982-84=100) Urban Wage Earners and Clerical Workers - Los Angeles, Anaheim, Riverside ("Index") compared to the Index published twelve (12) months earlier. If the Index is discontinued or changes so that it is impossible to obtain a continuous measurement of

price changes, the Index shall be replaced by a comparable government index.

17. Early Termination Fee. Tenant's right to terminate under paragraph 6 shall be contingent upon payment to Landlord by Tenant of a termination fee equal to six (6) months rent, provided, however, Tenant exercises its right to terminate this Lease after the rental abatement period described in Paragraph 4. Otherwise, Tenant shall be free to terminate this Lease under paragraph 6 without any additional payment or sums owed to Landlord.

18. Liability Insurance. Both parties shall maintain at their own expense commercial general liability insurance in an amount of not less than \$1,000,000 covering personal injury and property damage.

19. Landlords Approval of Architectural and Engineering Drawings: Prior to the commencement of any construction, alterations, modifications, or improvements, Tenant agrees to submit architectural and engineering drawings of the equipment ("Plans") to be installed, to the Landlord for its approval which shall not be unreasonably withheld, conditioned, or delayed. Landlord will have fifteen (15) calendar days upon its receipt of the Plans to disapprove them in writing, otherwise the Plans shall be deemed approved and accepted by the Landlord. Landlord shall not be entitled to receive any additional consideration in exchange for giving its approval of Tenant's Plans.

The parties have duly executed this Lease as of the Effective Date.

LANDLORD:

Palos Verdes Peninsula Unified School District

By: 
Name: Ira J. Toibin
Title: Superintendent

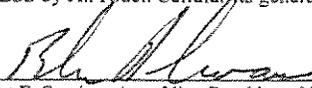
Tax Identification Number: 95-6006594

NOTICE ADDRESS:

Palos Verdes Peninsula Unified School District
3801 Via La Selva
Palos Verdes Estates, CA 90274
Phone (310) 378-9966

TENANT:

LOS ANGELES SMSA LIMITED PARTNERSHIP, dba VERIZON
WIRELESS by AirTouch Cellular, its general partner

By: 
Robert F. Swaine, Area Vice President, Network
Southwest Area

NOTICE ADDRESS:

LOS ANGELES SMSA LIMITED PARTNERSHIP, dba VERIZON
WIRELESS c/o AirTouch Cellular
3 Park Plaza
Irvine, California 92614
Attn: Supervisor, Property Management
(949) 222-7612

With a copy to:

AirTouch Cellular
P.O. Box 19707
Irvine, California 92623-9707
Attn: Legal Dept.
(949) 222-7009

EXHIBIT "A-1"

Legal Description of Landlord's Property

Property situated in the State of California, County of Los Angeles,

Assessors Parcel Number 7557-008-902

EXHIBIT "B"

Memorandum of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

AirTouch Cellular
P.O. Box 19707
Irvine, California 92623-9707
Attention: Legal Department
Site Name: Adobe

(Space above this line for Recorder's use.)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE evidences that a lease was entered into as of _____, 20____, by and between _____, _____ ("Landlord"), and LOS ANGELES SMSA LIMITED PARTNERSHIP, dba VERIZON WIRELESS by AirTouch Cellular its general partner ("Tenant") concerning certain real property located at _____, in the City of _____, County of _____, State of California, within the property of Landlord which is described in Exhibit "A1" attached hereto ("Landlord's Property"), together with a right of access and to install and maintain utilities, for an initial term of _____ (____) years commencing on _____, which term is subject to certain rights to extend by Tenant. Excluding Landlord's Normal and Customary Use and Operation of Landlord's Property (as defined in the Lease), Landlord shall not cause or permit any use of the Landlord's Property which interferes with or impairs the quality of the communications services being rendered by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease Agreement as of the day and year first above written.

LANDLORD:

Palos Verdes Peninsula Unified School District

TENANT:

LOS ANGELES SMSA LIMITED PARTNERSHIP, dba VERIZON WIRELESS by AirTouch Cellular its general partner

By: _____
Name: Ira J. Toibin
Title: Superintendent

By: _____
Robert F. Swaine, Area Vice President, Network
Southwest Area

DO NOT SIGN

Exhibit "B"

EXHIBIT "A-1"

Legal Description of Landlord's Property

Property situated in the State of California, County of Los Angeles,

Assessors Parcel Number 7557-008-902

Exhibit "C"

Recording Requested By and
When Recorded Mail To:

Rancho Palos Verdes Peninsula
Unified School District
3801 Via La Selva
Palos Verdes Estates, CA 90274
Attn: Ira J. Toibin



(Space Above Line For Recorder Use Only)

QUITCLAIM DEED

The undersigned declares that the documentary transfer tax is None and is

- computed on the full value of the interest or property conveyed or
- computed on the full value less the value of liens or encumbrances remaining thereon at the time of the sale.

Termination of Memorandum of Lease

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Los Angeles SMSA Limited Partnership, dba Verizon Wireless by and through its sole general partner Air Touch Cellular

Does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Palos Verdes Peninsula Unified School District, all right, title and interest in and to the following described real property in the County of Los Angeles, State of California:

Legal Description attached hereto as Exhibit "A-1" and hereby made a part hereof.

(This document is recorded to terminate that certain Memorandum of Lease recorded as Instrument No. _____ on _____, 2000, in the Official records of Los Angeles County).

Dated: _____

Robert F. Swaine, Area Vice President, Network Southwest Area

Mail Tax Statements to:
Same as above

DO NOT SIGN