

PCS SITE AGREEMENT

Site Name: San Pablo Lodge 43

Site I.D.: 08-10-A

1. **Premises and Use.** Owner leases to Sprint Spectrum, L.P., a Delaware limited partnership ("SSLP"), the site described below:

[Check appropriate box(es)]

- Real property consisting of approximately _____ square feet of land;
- Building interior space consisting of approximately 400 square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner agrees to permit SSLP free ingress and egress to the Site to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of a similar nature as SSLP may deem necessary at the sole cost of SSLP.

2. **Term.** The term of this Agreement (the "Initial Term") is five years, commencing on the date which is 30 days after the issuance of a building permit for installation of the PCS ("Commencement Date"). This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless SSLP provides Owner notice of intention not to renew not less than ninety days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. The annual rent will be Eight Thousand Four Hundred Dollars (\$8,400), partial years to be prorated.

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** SSLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SSLP may assign or sublet without Owner's prior written consent to its general partner or to any party controlling, controlled by or under common control with SSLP or to any party which acquires substantially all of the assets of SSLP.

6. **Notices.** All notices must be in writing and are effective five days after deposit in the U.S. mail, certified and postage prepaid, to the address set forth below or as otherwise provided by law. Owner shall provide a copy of all notices to Mackenzie & Albritton, One Post Street, Suite 500, San Francisco, CA 94104.

7. **Improvements.** SSLP may, at its expense, make such improvements on the Site shown on Exhibit A or as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals, or other governmental approvals or permits for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP shall remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for underground conduits and foundations, ordinary wear and tear and damage by fire or other casualty.

8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or with any equipment that SSLP desires to add or attach to the Site from time to time in its sole discretion. Owner will not permit the installation of any future equipment which results in technical interference problems with SSLP's then existing equipment.

10. **Utilities.** Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. **Termination.** SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. **Default.** If either party is in default under this Agreement for a period of (a) ten days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site or misrepresentations in this Agreement by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP shall not introduce or use any such substance on the Site in violation of any applicable law.

15. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B and C.

OWNER:
SAN PABLO LODGE 43, a non-profit organization

By: Joseph Woolery
Joseph Woolery, President

By: L Wesley Sponglar
L Wesley Sponglar, Secretary

S.S./Tax No.: 94-0839345

Address: 342 Georgia Street, Vallejo, CA 94590

Date: 3-22-96

SPRINT SPECTRUM, L.P., a Delaware limited partnership

By: [Signature]

Its: DIR. OF E.E.O.

Address: 4683 Chabot Drive, Suite 100; Pleasanton, CA 94588

Date: 4-2-90

EXHIBIT A
to
PCS SITE AGREEMENT
Description of Owner's Property
Description of SSLP's Site and Improvements

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

Description of Owner's Property:

The property situated in the City of Vallejo, County of Solano, State of California, commonly described as 342 Georgia Street, Assessor's Parcel No: 0056-191-120

If the preceding box is checked, see supplemental legal description of Owner's property attached as Exhibit A-1.

Description of SSLP's Site and Improvements:

Approximately four hundred (400) square feet of space measuring approximately twenty (20) feet by twenty (20) feet located on the second floor of the building located at 342 Georgia Street ("Building") for the placement of SSLP's equipment, space on the roof of the Building for the placement of SSLP's antennas, and space for cable runs to connect the antennas to the equipment, together with access to the equipment and antennas from the nearest public way and access to telephone and electrical facilities.

Sketch of Site and Improvements:

If the preceding box is checked, see supplemental description of SSLP's Site and Improvements attached as Exhibit A-2.

Note: SSLP may replace this Description of SSLP's Site and Improvements with the plans submitted to the local jurisdiction for a building permit (as approved by Owner) and/or as-built drawings depicting the Site and Improvements. Such replacement description shall be deemed a part of this Agreement and shall be binding on Owner and SSLP.

Owner Initials

SSLP Initials

EXHIBIT A-1
to
EXHIBIT A
to
PCS SITE AGREEMENT
Description of Owner's Property

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

Assessor's Parcel Number: 0056-191-120

All that certain property situated in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE

Lot 8 in Block 282 as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19, 1868.

PARCEL TWO

The North 54 feet of the East 4 feet of Lot 5, and the South 76 feet of the East 48 feet, and the North 54 feet of Lot 6, Block 302, as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19, 1868.

PARCEL THREE

All personal property of every kind or character belonging to said party of the first part or in which said party of the first part has any interest whatsoever, including money, notes, contracts, of all kinds, furniture and furnishings; also all leases and tenancies.

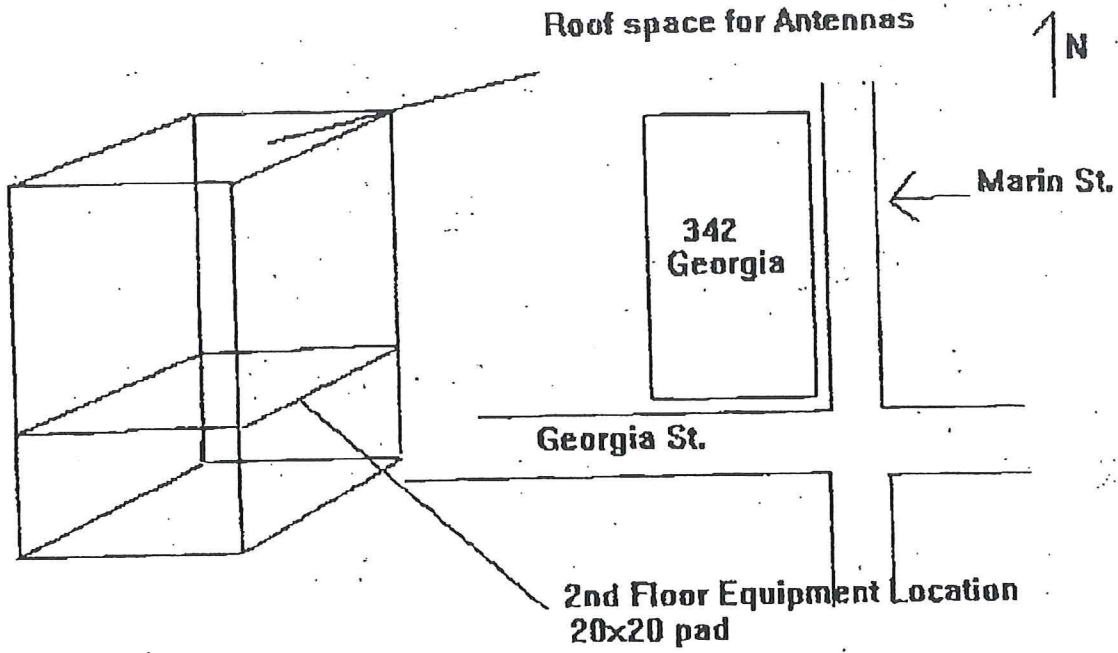
Owner Initials *JKW*

SSLP Initials *JKW*

EXHIBIT A-2
to
EXHIBIT A
to
PCS SITE AGREEMENT
Description of SSLP's Site and Improvements

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A



Owner Initials LLP
SSLP Initials KS

EXHIBIT B to
PCS SITE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sprint Spectrum, L.P.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Director of Operations

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of _____, 1996, by and between _____ ("Owner") and SPRINT SPECTRUM, L.P., a Delaware limited partnership ("SSLP").

WITNESSETH:

That Owner hereby leases to SSLP and SSLP hereby leases from Owner a portion of that certain real property (the "Property") in the State of California; County of _____, City of _____ commonly known as _____, a legal description of which is shown in Exhibit A-1 attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded PCS Site Agreement by and between Owner and SSLP dated _____, 1996, and incorporated herein by reference (the "Agreement"), for an initial term of five years, and four (4) subsequent optional extension terms of five (5) years each, pursuant to the terms of the Agreement. The Agreement provides for grant of an easement for unrestricted rights of access to the Property and to electrical and telephone facilities serving the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the day and year first above written.

SSLP: SPRINT SPECTRUM,
a Delaware limited partnership

OWNER:

By: _____

Title: _____

ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared, _____, personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature _____

State of California)
County of _____)

On _____ before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared, _____, personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature _____

Owner Initials JSW

SSLP Initials KWH

EXHIBIT C
to
PCS SITE AGREEMENT
Insurance

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

SSLP will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

Owner Initials Scd
SSLP Initials ks

EXHIBIT D
to
PCS SITE AGREEMENT
Renewal Term Rental Increases

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, the annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by twenty percent (20%).

Owner Initials JWT
SSLP Initials WV

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sprint Spectrum, L.P.
4583 Chabot Drive, Suite 100
Pleasanton, CA 94588

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of _____, 1996, by and between the **SAN PABLO LODGE 43**, a non-profit organization ("Owner") and **SPRINT SPECTRUM, L.P.**, a Delaware limited partnership ("SSLP").

WITNESSETH:

That Owner hereby leases to SSLP and SSLP hereby leases from Owner a portion of that certain real property (the "Property") in the State of California, County of Solano, City of Vallejo, commonly known as 342 Georgia Street, a legal description of which is shown in Exhibit A-1 attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded PCS Site Agreement by and between Owner and SSLP dated _____, 1996, and incorporated herein by reference (the "Agreement"), for an initial term of five years, and four (4) subsequent optional extension terms of five (5) years each, pursuant to the terms of the Agreement. The Agreement provides for grant of an easement for unrestricted rights of access to the Property and to electrical and telephone facilities serving the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the day and year first above written.

SSLP: SPRINT SPECTRUM, L.P.,
a Delaware limited partnership

By: _____
Title: **KATHRYN W. HANSON**
**DIRECTOR OF ENGINEERING &
OPERATIONS, S.F. NORTH**

OWNER:

SAN PABLO LODGE 43,
a non-profit organization

By: _____
Joseph Woodley
Title: President
By: _____
L. Wesley Spensler
Title: Secretary

ACKNOWLEDGMENT

State of California
County of Solano)

On MARCH 22, 1996 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared, Joseph Woolery, personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature

Francis T. Stiles



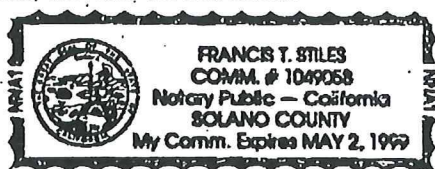
State of California
County of Solano)

On MARCH 22, 1996 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared, L. Wesley Spenser, personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature

Francis T. Stiles



State of California
County of CONTRA COSTA)

On APRIL 2, 1991 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared, WALTER W. HANSON, personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature

[Signature]

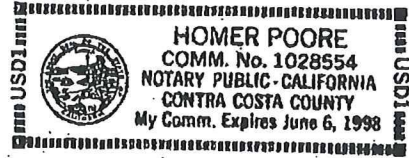


EXHIBIT A-1
to
MEMORANDUM OF AGREEMENT
Description of the Property

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

Assessor's Parcel Number: 0056-191-120

All that certain property situated in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE

Lot 8 in Block 282 as the same are designated on the Official Map of the City of Vallejo,, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19, 1868.

PARCEL TWO

The North 54 feet of the East 4 feet of Lot 5, and the South 76 feet of the East 48 feet, and the North 54 feet of Lot 6, Block 302, as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19, 1868.

PARCEL THREE

All personal property of every kind or character belonging to said party of the first part or in which said party of the first part has any interest whatsoever, including money, notes, contracts, of all kinds, furniture and furnishings; also all leases and tenancies.

Owner Initials

 MS

SSLP Initials

 MS

MEMORANDUM

August 19, 1996

TO: Jim McFadden
FROM: Mary Evans
RE: FN-08-10

Enclosed please find new copies of the legal description for the above referenced site, please forward them on to Kathryn Hanson for her signature.

Thank you.

to
EXHIBIT A
to
PCS SITE AGREEMENT
Description of Owner's Property

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

Assessor's Parcel Number: 0056-191-120

The land herein referred to is situated in the State of California, County of Solano, City of Vallejo, and is described as follows:

Lot Eight (8) in Block Two Hundred Eighty-Two (282) as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the Office of the County Recorder of Solano County, September 19, 1868 in Book 1 of Maps, Page 123.

Owner Initials

JM

City Initials

San Pablo

SSLP Initials

JM

EXHIBIT A-1
to
MEMORANDUM OF AGREEMENT
Description of the Property

Site Name: San Pablo Lodge 43

Site I.D. No.: fn-08-10-A

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Owner Initials

JW

SSLP Initials

Scott Kent

SSLP Initials

KA