

WIRELESS COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (this "Agreement") is entered into this 24th day of Nov. 2003, by and between the CITY OF HERMOSA BEACH, a California municipal corporation ("Licensor" or "City"), and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company ("Licensee").

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

1. Premises.

a. Licensor owns the real property located in the City of Hermosa Beach, County of Los Angeles, which is described in Exhibit A-1 attached hereto and incorporated herein by this reference ("Land"). Subject to the following terms and conditions, Licensor grants to Licensee a non-exclusive right to use approximately 150 square feet of the Land, including applicable non-exclusive easements for site access and utilities as described and/or shown in Exhibit A-2 attached hereto and incorporated herein by this reference ("Premises"), to erect, maintain and operate mobile/wireless communication facilities.

b. Licensee acknowledges that Licensor will deliver the Premises in "as is" condition, without warranty, express or implied, as to its condition or usability, except as otherwise expressly set forth in this Agreement.

2. Use. The Premises may be used by Licensee for any lawfully permitted and licensed activity in connection with the provisions of mobile/wireless communications services, including the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance, and operation of related communication facilities. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

3. Conditions Precedent. This Agreement is conditioned upon Licensee receiving a license from the Federal Communications Commission ("FCC") and obtaining all governmental permits and approvals, including that of Licensor, enabling Licensee to construct and operate mobile/wireless communications facilities where the Premises are located. If Licensee does not receive such necessary licenses, permits and approvals, or the Agreement is terminated in accordance with Article 10 (a) (ii), this Agreement shall be null and void and of no force or effect and Licensee shall pay Licensor \$1,000 for reimbursement of costs of document preparation and administration time associated with this Agreement.

4. Term.

The term of this Agreement ("Term") shall be five (5) years commencing on the first day of the month following written notice to Licensor by Licensee of Licensee's intent to commence construction of its mobile/wireless communications facilities on the Premises, or six months after both parties have executed this Agreement, whichever is earlier ("Commencement Date").

Licensee shall have the right to extend the Term of this Agreement for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to extend this Agreement at least sixty (60) days prior to the expiration of the first five (5) year Term or any Renewal Term.

5. Rent.

a. Upon the Commencement Date, Licensee shall pay Licensor, as base rent for the use and occupancy of the Premises, the sum of Two Thousand and 00/100 Dollars (\$2,000.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Licensor or Licensor's payee as specified in Section 16, Notices. Payment shall be prorated for the final fractional month, if any, of this Lease, or if this Agreement is terminated before the expiration of any month for which Rent should have been paid.

b. Limited CPI Adjustment - The parties agree that the 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 lesser of: (a) eight percent (8%) or (b) 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 changed so that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable government index. In no case shall the annual rent adjustment be less than three percent (3%).

6. Improvements.

a. During the Term or any Renewal Term, Licensee has the right at its sole cost and expense to construct, maintain and operate on the Premises radio communications facilities, including equipment shelter, cabinets, equipment racks, cables, conduits, radios, antennae, antenna support structures, and necessary related facilities (collectively known as "Licensee's Facilities") as generally shown on Exhibit A-2 attached hereto and incorporated herein by this reference.

b. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Plans and specifications for such work by Licensee shall require prior written approval of Licensor before work may begin; provided, however, that Licensee's Facilities depicted on Exhibit A-2 are hereby approved. Such approval shall not be unreasonably withheld or delayed. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner and shall not interfere with Licensor's facilities and operations. Any work performed by Licensee outside Licensee's facilities shall be subject to reasonable inspection and scheduling by Licensor. Title to the Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held by Licensee. All of Licensee's Facilities shall remain the property of Licensee and are not

fixtures. Licensee has the right to remove all Licensee's Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Licensee repairs any damage to the Premises or the Land caused by the removal, normal wear and tear excepted. Failure by Licensee to remove Licensee's Facilities may result in title to Licensee's Facilities transferring to Licensor as provided in Section 6(c) below.

c. Within ninety (90) days following the date of termination for any cause, or within ninety (90) days following the end of the Term and any extension thereof, Licensee shall remove, at its sole expense, all of the Licensee's Facilities both above ground and below ground placed on the Premises and restore the Premises to the pre-installation condition (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of Licensee excepted). Should Licensee fail to remove facilities after thirty (30) days notice, title to all Licensee's Facilities, Section 6(b) above notwithstanding, shall transfer to Licensor who shall at its option retain for itself all facilities not removed or shall remove and dispose of the facilities in a reasonable manner at the expense of the Licensee.

d. Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on or near the Premises. Any encroachment necessary for such utility service will be at a location acceptable to Licensor and the servicing utility. Licensor will cooperate with Licensee in Licensee's efforts to obtain utilities from any location provided by Licensor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company; provided, however, that Licensor shall not incur any costs related to compliance with this provision. Licensee shall at no time acquire any property interest in any of Licensor's property not described in Exhibit A-1 or A-2.

e. Licensee shall fully and promptly pay for all utilities furnished to the Premises for its use throughout the term of this Agreement, and all other costs and expenses incurred by Licensee in connection with Licensee's use, operation and maintenance of the Premises.

7. Access.

a. Licensee shall have the right but not the obligation at any time following the full execution of this Agreement and prior to the Commencement Date to enter the Premises for the purpose of making necessary engineering surveys, inspections, and tests where applicable, for the purpose of determining the suitability of the Premises for Licensee's Facilities (as defined herein) for mobile/wireless communications operations and for the purpose of construction of such facilities. During any pre-construction work and construction work, Licensee will have insurance as set forth in Article 13, and will notify Licensor of any proposed construction work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this Agreement will terminate in accordance with Section 10 (a) (ii). Licensor at no time warrants or guarantees the suitability of the Premises for Licensee's intended use.

b. Licensors shall provide to Licensee, Licensee's employees, agents and subcontractors access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensors represents and warrants it has full right of ingress and egress to the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises and subject to Licensors' rights; provided, however, that the Licensee shall not interfere with or impair Licensors' use and enjoyment of the Land or any reasonable security measures which Licensors might implement, from time to time, in its sole reasonable discretion, on all or any portion of the Land.

8. Interference.

a. Licensee shall operate Licensee's Facilities in a manner that will not cause signal interference to Licensors and other authorized users of the Premises that pre-date the installation of Licensee's Facilities. In the event such signal interference should occur, all costs to remedy the interference shall be borne by Licensee. Pre-existing communication system operations/operators operating in the same manner as on the Commencement Date shall not be deemed an interference to Licensee. All operations by Licensee shall be in compliance with all federal, state and local non-interference regulations including but not limited to, the Federal Communications Commission.

b. Licensee shall provide initial proof of compliance with original transmission tolerance and interference analysis by a certification through an independent source.

c. Subsequent to the installation of Licensee's Facilities, Licensors shall not permit or suffer the use of the Premises or the installation of any future equipment which results in technical interference problems with the communications operations of Licensee as described in Article 2 above, with the exception of emergency interference. Licensors agrees to take all reasonable steps necessary to eliminate such interference with the understanding that any interference caused or related to emergency construction or repair of Licensors' facilities shall terminate at the conclusion of the emergency situation.

d. The parties acknowledge that any continuing non-emergency interference to Licensee's communication system operations will cause injury to Licensee, and therefore, Licensee shall have the right to bring action to enjoin such interference or terminate the Agreement immediately upon notice to Licensors.

9. Taxes. This Agreement may create a taxable property interest in the Premises. Licensee shall pay all personal property taxes, possessory interest taxes and assessments attributable to Licensee's Facilities levied by any legal authority.

10. Termination.

a. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:

- i. By either party upon a default of any covenant, condition or term herein by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is only ten (10) days from receipt of notice. No default will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence; or
- ii. By Licensee prior to Commencement Date for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later than 30 days prior to the Commencement Date and forfeits and/or pays to Licensor \$5,000 for reimbursement of costs of document preparation and administrative time associated with this Agreement; or
- iii. By Licensee after Commencement Date for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later than sixty (60) days prior to termination and pays to Licensor the rent remaining for the year in which termination is requested; or
- iv. In the absence of any breach of this Agreement by Licensee, Licensor shall have the right unilaterally to terminate this Agreement without liability with two (2) years' prior written notice of termination to Licensee if Licensor determines that the Premises are not appropriate for use by Licensee due to economic, environmental, technological reasons or upon a finding by Licensor's City Council that the Premises are needed to provide for the health, safety, or welfare of the residents and businesses in the City.

b. If Licensor elects to terminate this Agreement pursuant to Section 10(a)(iv), Licensor, in good faith, must use its best efforts to accommodate Licensee and allow Licensee to relocate Licensee's Facilities to an alternative site on the Premises or other property owned by Licensor, provided such space is available and is suitable for communication system operations. Licensee shall have two years from the date of notice as provided in Section 10(a)(iv) to relocate Licensee's Facilities to the site made available by Licensor. All costs and expenses arising out of or associated with such relocation shall be borne by Licensee. Should Licensee fail to relocate its Facilities within the two year period, the Agreement shall terminate at the end of the two year period.

11. Destruction or Condemnation.

a. If the Premises or Licensee's Facilities are damaged, destroyed or condemned by other than an act of the Licensee, Licensee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Licensor no more than forty-five (45) days following the date of such damage, destruction or condemnation and all rights and obligations of the parties which do not survive the termination of this Agreement shall cease as of the date of the damage, destruction or condemnation. If Licensee chooses not to terminate this Agreement, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises for a period not to exceed one hundred twenty (120) days. Licensor reserves the right to audit Licensee's reduction or abatement request.

b. In any condemnation proceeding, each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, moving expenses, pre-paid rent, reasonable attorneys' fees, and business dislocation expenses).

12. Assignment and Subletting.

a. Licensor may assign or otherwise transfer its interest in this Agreement upon written notice to Licensee, subject to the assignee or transferee assuming all of Licensor's obligations herein.

b. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises or Licensee Facilities without the prior written consent of Licensor. Any such assignee or transferee shall agree in writing to assume and perform all of the terms and conditions of this Agreement on Licensee's part to be performed from and after the effective date of such assignment or transfer. To offset any administrative costs for approving the assignment, Licensee will pay to Licensor a one time fee of \$2,500.00, for each such assignment. Licensor's consent will not be unreasonably withheld or delayed by Licensor; provided, however, Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor legal entities or to any entity acquiring substantially all of the assets of Licensee.

c. Licensor reserves the right to lease portions of the Premises to other interested communication system operators that may be in competition with Licensee for purposes of mobile/wireless communication services; provided, however, that such other leases must provide that the operation of the other communication facilities will not result in technical interference problems with Licensee's then existing equipment.

13. Insurance. Licensee, at Licensee's sole cost and expense, shall procure and maintain the following commercial general liability and automobile liability insurance:

a. Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- ii. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- b. Limits. The Licensee shall maintain limits no less than the following:
 - i. General Liability. Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to Premises leased (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Licensor) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability. Three million dollars (\$3,000,000) for bodily injury and property damage each accident limit.
- c. Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:
 - i. Licensor, its officers, employees, or authorized volunteers are included as additional insured as respects: liability arising out of Premises leased by the Licensee or automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to this lease, the Licensee's insurance shall be primary insurance to Licensor, its officers, employees or authorized volunteers. Any insurance, self-insurance or other coverage maintained by Licensor, its officers, employees, or authorized volunteers shall not contribute to it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Licensor, its officers, employees, or authorized volunteers.
 - iv. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to Licensor.

The general liability policy shall cover bodily injury and property damage liability, and blanket contractual liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies reasonably satisfactory to Licensor.

d. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Licensor. At the option of Licensor, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

e. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-/VIII or equivalent or as otherwise approved by Licensor.

f. Workers' Compensation and Employer's Liability Insurance. The Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the property, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Licensee shall provide employers liability insurance in the amount of, at least, \$3,000,000 per accident for bodily injury and disease.

g. Evidences and Cancellation of Insurance. Prior to the beginning of construction of any improvements provided in Article 6(a), the Licensee shall file with Licensor a certificate of insurance (Accord Form 25-S or insurer's equivalent) and an additional insured endorsement (CG 2010 or insurer's equivalent) both signed by a properly authorized officer, agent or representative of the insurer. Licensee shall also provide a waiver of subrogation in favor of Licensor. Licensor shall provide a waiver of subrogation in favor of Licensee. Such evidence of insurance shall confirm that coverage includes or has been modified to include the required provisions as provided in Article 13 (c)(i) through (v).

The Licensee shall, upon demand of Licensor, deliver to Licensor such policy or policies of insurance and the receipts for payment of premiums thereon.

h. Workers' Compensation Insurance. By his/her signature hereunder, Licensee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Premises. Any persons providing

services with or on behalf of Licensee shall be covered by workers' compensation, or qualified self-insurance.

14. Indemnification.

(a) To the fullest extent permitted by law, Licensee shall indemnify and hold harmless and defend Licensor, its directors, officers, employees, agents or volunteers, and each of them from and against:

(i) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities (including attorney's fees, costs and expenses of defending against such claims by counsel acceptable to Licensor), in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Licensor and/or Licensee, or any directors, officers, employees, agents or volunteers of Licensor or Licensee, and damages to or destruction of property of any person, including but not limited to, Licensor and/or Licensee and their directors, officers, employees, agents or volunteers, to the extent caused by the negligent acts, errors or omissions or willful misconduct of Licensee, but except to the extent caused by the negligence, willful misconduct or active negligence of Licensor or its directors, officers, employees, agents or volunteers.

(ii) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, to the extent caused by the violation of any governmental law or regulation by Licensee.

(iii) Any and all losses, expenses, damages (including damage to the work itself), attorney's fees and other costs, including all costs of defense, which any of them may incur to the extent caused by Licensee's failure, neglect, or refusal by Licensee to faithfully perform all of its obligations under this Agreement. Licensee agrees to carry insurance for this purpose as set out in the specifications. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Licensor, or its directors, officers, employees or volunteers.

(b) Licensor shall indemnify, defend and hold harmless Licensee, its directors, officers, employees, or volunteers, and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities (including attorney's fees, costs and expenses of defending against such claims), in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Licensor and/or Licensee, or any directors, officers, employees or volunteers of Licensor or Licensee, and damages to or destruction of property of any person, including but not limited to, Licensor and/or Licensee and their directors, officers, employees or volunteers, to the extent caused by the negligent acts, errors or omissions or willful misconduct of Licensor, but except to the extent

caused by the sole negligence, willful misconduct or active negligence of Licensee or its directors, officers, employees, agents or volunteers.

(c) The foregoing indemnities will survive the expiration or termination of this Agreement.

15. Safety and Environmental Protection. The Licensee shall operate and maintain the Premises so as to avoid injury or damage to any person or property.

In carrying out its work, the Licensee shall at all times, exercise all necessary precautions for the safety and environmental protection of Premises, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Relations (Cal/OSHA) regulations, Cal/EPA, US/EPA and the U.S. Department of Transportation including the Omnibus Transportation Employee Testing Act (as applicable).

The Licensee shall not use or allow anyone else to use the Premises to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any hazardous material, other than as reasonably necessary for the operation of the Licensee's activities as contemplated under this agreement. The term "hazardous material" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists of lists or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the Premises is contemplated by this agreement.

The Licensee shall immediately notify the Licensor in writing upon becoming aware of any release of hazardous material, violation of any environmental law or actions brought by third parties against the Licensee alleging environmental damage.

a. Licensee shall identify by a sign in letters no greater than ½ inch in height permanently affixed to Licensee's Facilities the responsible party to notify in case of emergency or maintenance, but no other signs are permitted on the Premises or Licensee's Facilities.

b. Licensor represents that neither Licensor nor, to Licensor's knowledge (without having researched the matter) a third party has used, generated, stored, treated or disposed of hazardous materials, as defined above.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Licensors: City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3885
Attention: City Manager

Licensee:
National Lease management Group
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

With a Copy to:
Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attention: Sprint PCS Real Estate Attorney

17. Attorney's Fees.

a. In the event legal action by either party is brought to enforce any term hereof or in the recovery of damages for any breach hereof, or to determine any rights of the parties under this Agreement, the prevailing party in such actions may recover reasonable attorneys' fees to be fixed by the court.

b. When any provision of this Agreement entitles either party to receive costs or expenses from the other, the term costs and expenses shall include reasonable attorney's fees incurred, notwithstanding any reference or lack of reference to attorney's fees. When any article or provision of this Agreement provides that Licensee will hold Licensor harmless from claims, Licensee shall pay all of Licensor's reasonable attorney's fees incurred in investigating and defending such claims.

18. Miscellaneous.

a. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

b. 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, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

d. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

e. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

f. The Licensee shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Premises. The Licensee shall be liable for all violations of the law in connection with this Agreement.

g. All Exhibits attached hereto are material parts of this Agreement.

h. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

i. Upon request, either party may require that a Memorandum of Lease be recorded in the form of Exhibit B. Upon termination of this Agreement, Licensee shall record a quitclaim deed or Memorandum of Termination in the official records of the County of Los Angeles Recorder's office.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

Dated: 11/13/03

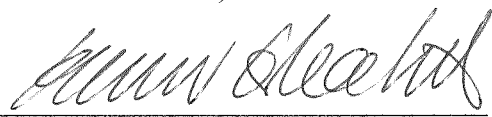
CITY OF HERMOSA BEACH

By: 
Mayor / City Manager (circle one)

LICENSEE:

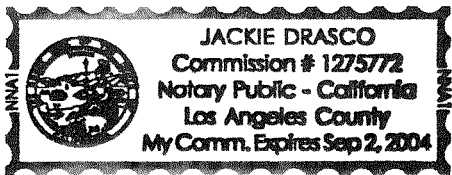
Dated: 11/19/03

SPRINT PCS ASSETS, L.L.C.

By: 
Lawrence Doherty GEORGE GHANTOUS
Regional Director of Site Development

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On November 13, 2003 before me, personally appeared Stephen Burrell, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Notary Public

A handwritten signature in cursive script that reads "Jackie Drasco".

STATE OF CALIFORNIA
COUNTY OF ~~LOS ANGELES~~ ORANGE

On November 19, 2003 before me, personally appeared George Ghantous, ~~personally known to me~~ (or ~~proved to me on~~ the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

A handwritten signature in cursive script, likely belonging to the notary public, written over a horizontal line.

EXHIBIT A-1

DESCRIPTION OF LAND

The real property situated in Los Angeles County, State of California, particularly described as:

A PARCEL OF LAND IN THE CITY OF HERMOSA BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 29 BLOCK 14, OF HERMOSA BEACH, AS PER MAP RECORDED IN BOOK 1, PAGES 25 AND 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

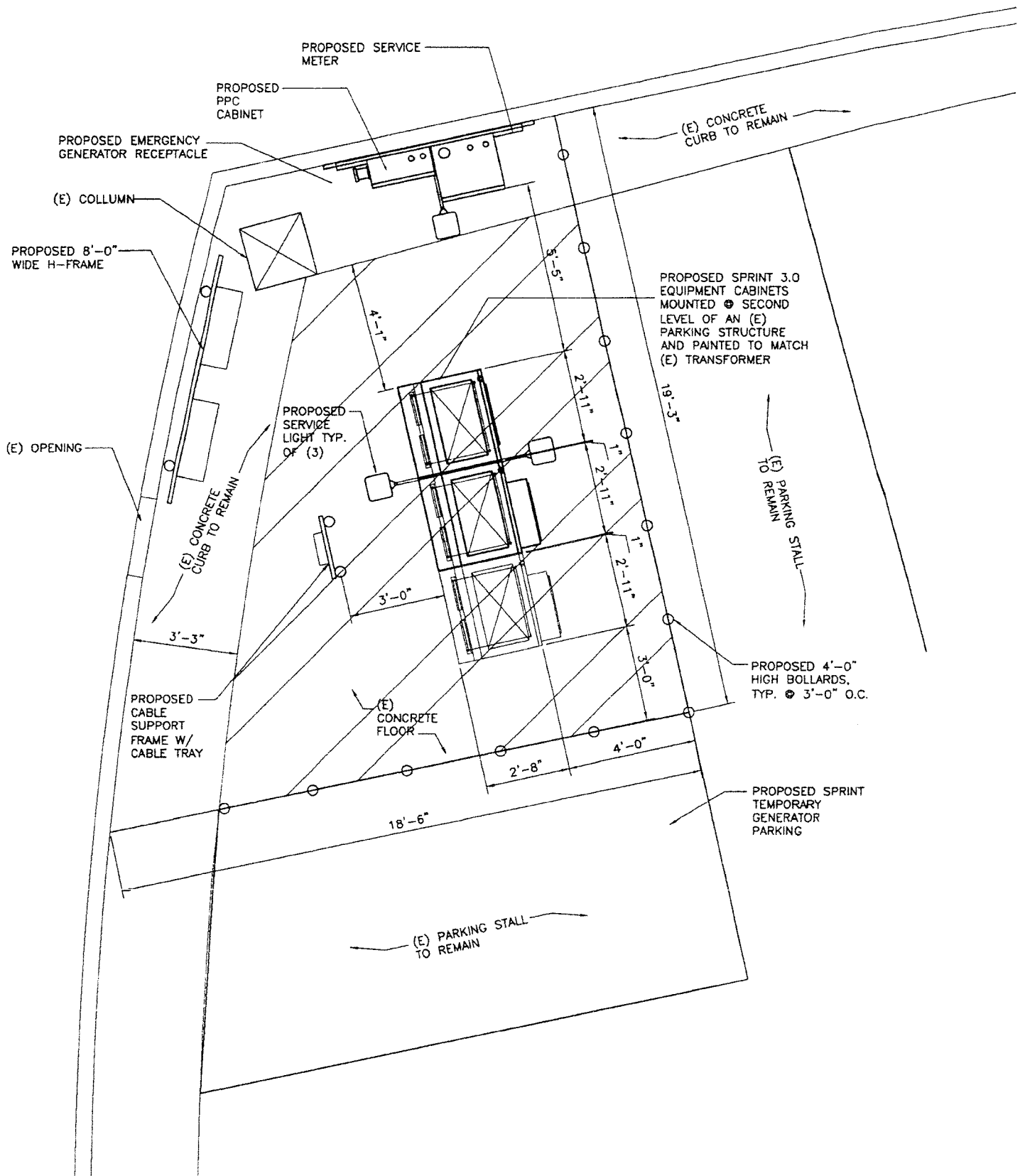
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 29; THENCE SOUTH 12° 11' 09" EAST 95' ALONG THE EASTERLY LINE OF SAID LOT TO THE SOUTHEASTERLY CORNER THEREON; THENCE SOUTH 77° 26' 05" WEST 23.84' ALONG THE SOUTHERLY LINE OF SAID LOT; THENCE NORTH 12° 34' 44" WEST 95' TO A POINT ON THE NORTHERLY LINE OF SAID LOT, BEARING SOUTH 77° 26' 09" WEST 24.50' FROM THE NORTHEAST CORNER OF SAID LOT 29; THENCE NORTH 77° 26' 03" EAST 24.50' ALONG THE NORTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

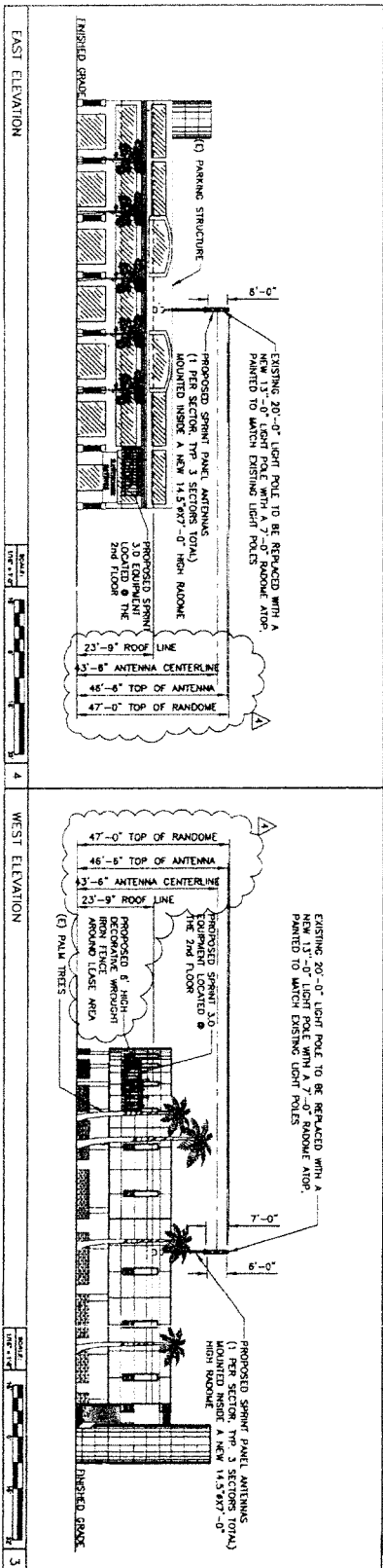
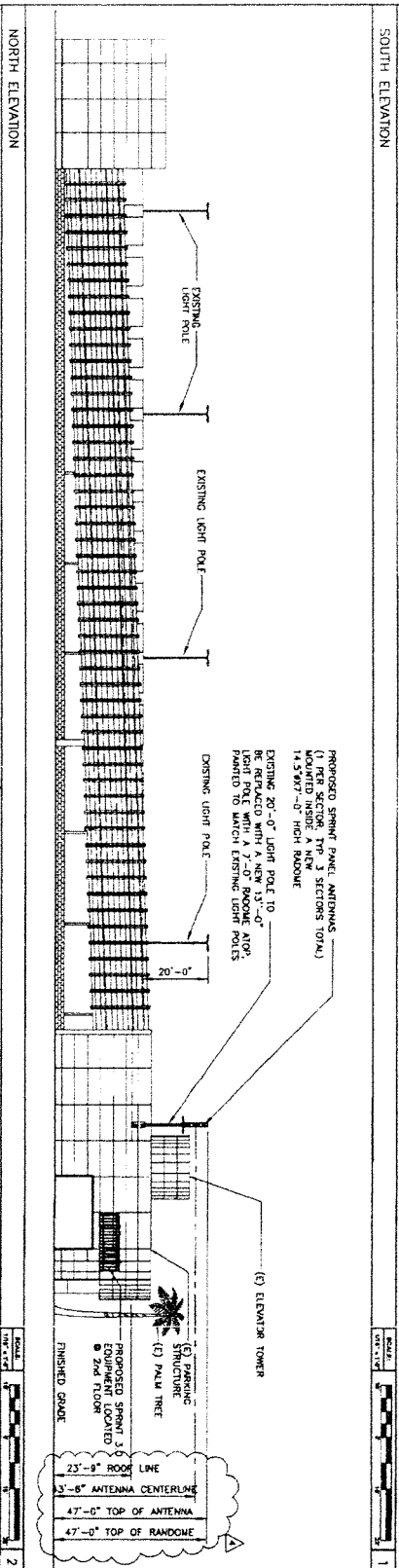
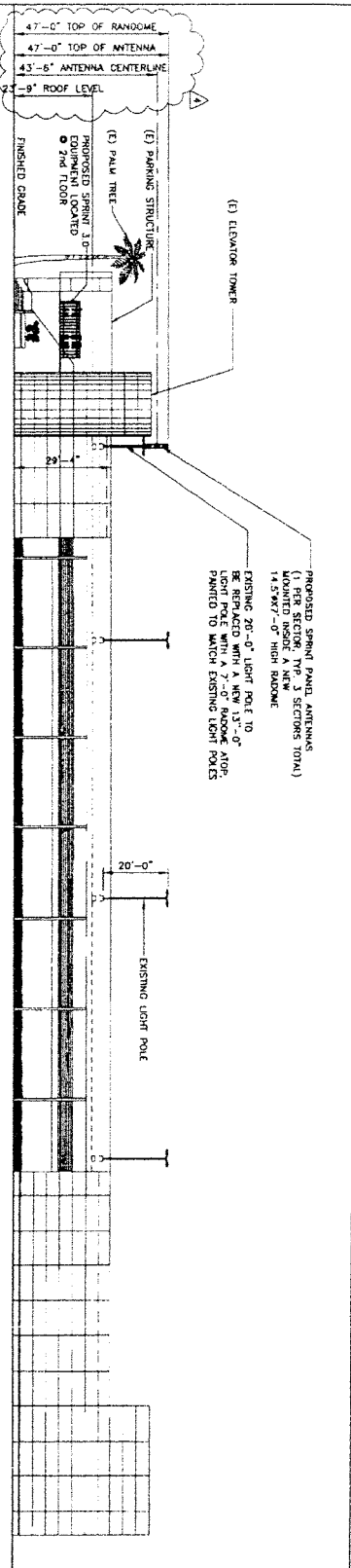
EXHIBIT A-2


to Memorandum of License Agreement dated Nov. 12, 2003


DESCRIPTION OF PREMISES

The Site Plans, consisting of 3 pages are attached





 Sprint Service		18200 VAN KLUCKEN, SUITE 100 IRVINE, CA 92612	
PROJECT INFORMATION:		PACIFIC CO L&S/XC302B 1301 HERRING AVE HERRING BEACH, CA 90334 LOS ANGELES COUNTY	
CURRENT ISSUE DATE: 10/5/2003		PERMIT	
ISSUED FOR:		REV. DATE: ISSUED FOR: BY:	
1 PLAN CHECK CORRECTIONS 09/14/03 2 ISSUED FOR 07/29/03 3 ISSUED FOR 03/14/03 4 ZONING		1 PLAN CHECK CORRECTIONS 09/14/03 2 ISSUED FOR 07/29/03 3 ISSUED FOR 03/14/03 4 ZONING	
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