

## LAND AND BUILDING AND ROOFTOP LEASE AGREEMENT

This Land and Building and Rooftop Lease Agreement (the "Agreement") made as of the date of latter signature below, between Chabot-Las Positas Community College District, a public community college district organized in the State of California, with its principal offices located at 7600 Dublin Boulevard, 3<sup>rd</sup> Floor, Dublin, California 94568, hereinafter designated LESSOR and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### RECITALS

WHEREAS, LESSOR is the owner of that certain building ("Building") and real property located at 3000 Campus Hill Drive, Livermore, California 94551 (the entirety of LESSOR's real property and Building are collectively referred to hereinafter as the "Property"), and legally described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, LESSEE desires to lease a portion of said Property and Building for the installation, operation and maintenance of communications equipment on a portion of the Building on the Property;

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of the Property, which portion consists of (i) an approximate fourteen-foot (14') by twenty-three-foot, four-inch (23'4") parcel of ground space containing approximately three hundred twenty-seven (327) square feet for LESSEE's equipment within a new CMU wall enclosure and approximately eighteen (18) square feet of ground space for LESSEE's vault (collectively, the "Exterior Space"), and (ii) additional space in three (3) locations on the roof of the Building for the installation, operation and maintenance of antennas and related equipment enclosed by RF screening (the "Rooftop Space"); together with the non-exclusive right (the "Ingress Right of Way") for ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, subject to the conditions and limitations in Paragraph 11 below, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of communications equipment; the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes (collectively, the "Cabling Space") running between the Rooftop Space and the Exterior Space; and the right to install, maintain, replace and repair wires, cables, conduits and pipes, including a new underground telecommunications vault, over, under and along a five-foot (5') wide right of way (the "Utilities Right of Way") extending from the nearest public right-of-way to the Exterior Space, and among and between the Exterior Space and Rooftop Space. The Rooftop Space, Exterior Space, Ingress Right of Way, Cabling Space and Utilities Right of Way are hereinafter

collectively referred to as the "Premises" and are shown on Exhibit "B" attached hereto and made a part hereof.

a. In the event there are not sufficient electric and telephone utility sources located within the Building, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be subject to LESSOR's prior written approval, which shall not be unreasonably withheld or delayed, unless pre-approved by identification on Exhibit "B" to this Agreement or shown on the Plans (as defined herein below). Further, in the event any public utility is unable to use the Utilities Right of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE, subject to LESSOR's prior written approval, which shall not be unreasonably withheld or delayed, unless pre-approved by identification on Exhibit "B" to this Agreement or shown on the Plans (as defined herein below). In connection with LESSEE performing any testing relating to probing of the roof or roof work, LESSEE shall utilize LESSOR's roofer, provided the costs charged by such roofer are competitive with charges for similar services within the same geographic region. LESSEE agrees not to commit waste on the Property.

b. Prior to LESSEE's initial installation of its facility at the Premises, LESSEE shall submit plans ("Plans") detailing LESSEE's initial installation at the Premises, to LESSOR. The Plans shall be subject to LESSOR's approval, which shall not be unreasonably withheld, delayed or conditioned. LESSOR shall grant approval of the Plans or state any written objections to same within fifteen (15) business days after receipt of the Plans; provided, however, if LESSOR fails to state any written objections to the Plans within said fifteen (15) business day period, LESSEE shall notify LESSOR and in the event that LESSOR fails to respond within fifteen (15) business days of receipt of such notice, the Plans shall be deemed approved by LESSOR. Notwithstanding the foregoing, LESSOR has reviewed and approved the Plans attached hereto as Exhibit "B" detailing LESSEE's initial installation at the Premises. In the event of any material changes to the Plans, LESSEE shall submit such material changes to the Plans to LESSOR for LESSOR's approval of the material changes in accordance with this Paragraph.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LESSEE.

3. DELIVERY. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris. Prior to the Commencement Date (defined below), LESSEE shall be given the opportunity to inspect the Premises. If said inspection discovers conditions that interfere with LESSEE's installation of its Communications Equipment (as defined in Paragraph 9 below) and related improvements, LESSEE shall promptly provide LESSOR with written notice and a reasonable description of said conditions. LESSOR will reasonably rectify said conditions at LESSOR's expense, if said rectification does not involve any material construction and/or alteration of the Building.

4. TERM; RENTAL; ELECTRICAL; ADDITIONAL RENT. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years (the "Initial Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Six Thousand Dollars (\$26,000.00) to be paid in equal monthly installments on the first day of the month, in advance, without offset or demand, except as otherwise provided herein, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 28 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the Commencement Date.

a. The Initial Term and all extensions contemplated under Paragraph 5 below shall be collectively referred to herein as the "Term."

b. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation:

(i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's right to receive rental payments and other benefits hereunder; and

(ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement.

In the event that LESSEE is unable to verify LESSOR's federal tax identification information with the Internal Revenue Service or the department or agency responsible for collecting tax information, LESSOR shall provide LESSEE with such additional documentation as is necessary to verify such federal tax identification information. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form legally required by the Internal Revenue Service or the department or agency responsible for collecting tax information. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 28. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE

shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

d. Within thirty (30) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

i. LESSOR shall be under no obligation to provide utilities to the Premises. LESSEE agrees to furnish and install separate electrical service (inclusive of a separate meter) to the site for its intended purpose. LESSEE shall be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by LESSEE on the Premises.

ii. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. LESSEE shall promptly remove the temporary power source and related appurtenances to the Premises once they are no longer required at the Premises. Notwithstanding anything herein, LESSEE shall not leave any temporary power source and related appurtenances installed on the Property for more than sixty (60) days.

e. As additional consideration for this Agreement, LESSEE agrees to pay LESSOR a one-time lump sum payment in the amount of Five Thousand Dollars (\$5,000.00), which sum shall be deemed additional rent, due and payable within forty-five (45) days following full execution of this Agreement. Such one-time payment shall be non-refundable so that LESSOR shall retain the fee whether or not LESSEE utilizes the Premises.

f. **Subject to Approval of Board.** This Agreement confers no legal or equitable rights until it is approved by the LESSOR's Board of Trustees at a lawfully conducted public meeting and fully executed by the Parties.

5. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. This Agreement may be extended beyond the three (3) additional five (5) year terms upon mutual agreement of the Parties.

6. ANNUAL RENTAL INCREASES. Commencing on the first annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter, the annual rent payable by LESSEE to LESSOR shall increase by an amount equal to three percent (3%) of the annual rent in effect during the immediately preceding twelve-month period.

7. INTENTIONALLY OMITTED.

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which directly results from LESSEE's use or occupancy of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR reasonably demonstrates arises from the LESSEE's improvements and/or LESSEE's use or occupancy of the Premises. LESSEE shall reimburse LESSOR for such tax payment within forty-five (45) days following LESSEE's receipt of an invoice and reasonable supporting documentation. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property and LESSEE agrees to indemnify, defend, and hold LESSOR harmless from any damages, costs, expenses and/or liability to the extent arising from LESSEE's dispute of such tax, assessment or charge. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment, provided no late charges, fines, assessments or liens attach to the Property and LESSOR is not prejudiced in any manner. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE together with an estimate of such costs and expenses.

9. USE; GOVERNMENTAL APPROVALS. Subject to the provisions of this Agreement, LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto, under a valid Federal Communications Commission license. Said use shall include the installation, construction, maintenance, operation, repair, replacement and upgrade of LESSEE's communications fixtures and related equipment, cables, conduits, fiber, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communications Equipment"), as well as the right to test, survey and review title on the Premises, at LESSEE's sole cost and expense. LESSEE shall not use the Premises for any other purposes without the written consent of LESSOR.

a. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, provided that such improvements or modifications are made within the Premises and do not increase the structural burden on the Building's roof and/or related systems. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, so long as all changes are made within the Premises.

b. LESSEE's communication facility and all modifications, repairs and maintenance shall be constructed, placed and made in a good and workmanlike manner, in accordance with this Agreement. Prior to any material modification to the communication facilities that will increase the structural burden on the Building and its systems, LESSEE shall supply LESSOR with construction plans to be reviewed and approved by LESSOR. LESSOR's approval of such plans shall not be unreasonably withheld, conditioned or delayed beyond ten (10) business days of receipt of a request for such approval. In the event LESSOR fails to either approve such material modifications or state any written objections to such material modifications within said ten (10) business day period, the material modifications shall be deemed approved by LESSOR. Notwithstanding the foregoing, LESSOR's consent for alterations or modifications to the Premises shall not be required in connection with alterations or modifications that consist of upgrades or replacements of "like-kind" equipment which is substantially comparable in dimensions and weight, or equipment wholly contained within LESSEE's equipment enclosure.

c. LESSEE shall cause all construction to occur lien-free and in compliance with all applicable Laws (defined in Paragraph 39 below). LESSEE will maintain the Premises in a good condition, reasonable wear and tear and casualty excepted, and shall remove any and all debris resulting from LESSEE's construction and/or use of the Premises. Construction of LESSEE's communications facility shall be coordinated with LESSOR and conducted so as not to create an unsafe or dangerous condition or unduly interfere with the access to the Property. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by LESSOR or otherwise permitted hereinabove. LESSEE shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. LESSOR shall not be liable for any loss, damage or injury to

properties of any kind that are shipped or otherwise delivered to the Property or stored in or on the Premises, except to the extent such loss, damage or injury caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors. LESSOR shall assume no responsibility for losses suffered by LESSEE, its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property, except to the extent such theft, disappearance, or damage is caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors.

d. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis and soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall, at no out of pocket cost to LESSOR, reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE.

e. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is, through no fault of LESSEE, canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural analysis is unsatisfactory; (v) LESSEE determines that any soil boring tests are unsatisfactory; (vi) LESSEE determines that the Premises is no longer technically compatible for its use, or (vii) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

f. In the event LESSEE exercises its right to terminate this Agreement in accordance with Paragraph 9(e)(vi) or 9(e)(vii) above after the Commencement Date, LESSEE shall pay LESSOR a termination payment in an amount equal to six (6) months of the then-current rent in effect on the date of such termination, which termination payment shall be paid by LESSEE to LESSOR within forty-five (45) days following such termination date.

10. LESSOR TERMINATION. LESSOR may terminate this Agreement for cause upon the occurrence of any of the following:

a. LESSEE's use of the Premises as permitted hereunder shall not be deemed to interfere with the educational program or activities of LESSOR's schooling or classes conducted in any building on the real property for the Term of the Agreement, including any extensions thereto. Upon expiration of the Term of the Agreement, the Parties will consider whether LESSEE's continued occupancy and use of the Premises will interfere with the

educational programs or activities of LESSOR conducted in any building on the real property before further extending the term of this Agreement. In the event that any such interference occurs upon expiration of the Term of the Agreement, LESSOR shall provide LESSEE with written notice and if LESSEE is unable to resolve the interference issue within ninety (90) days of receipt of such notice, LESSOR may elect to terminate this Agreement upon written notice to LESSEE;

b. LESSEE's use of the Premises as permitted hereunder shall be deemed not to unreasonably disrupt the residents of the surrounding neighborhood for the Term of the Agreement. Upon expiration of the Term of the Agreement, the Parties will consider whether LESSEE's continued occupancy and use of the Premises unreasonably disrupts the residents of the surrounding neighborhood before extending the Agreement. In the event that any such interference unduly disrupts the residents of the surrounding neighborhood upon expiration of the Term of the Agreement, LESSOR shall provide LESSEE with written notice and if LESSEE is unable to resolve the issue within ninety (90) days of receipt of such notice, LESSOR may terminate this Agreement upon notice to LESSEE;

c. LESSEE fails to comply with all applicable Laws, ordinances, rules and regulations beyond the applicable notice and cure period set forth in Paragraph 33 below;

d. In the event LESSOR needs the Premises for its own purposes, LESSOR shall have the one-time right, exercisable on or after the twentieth (20<sup>th</sup>) annual anniversary of the Commencement Date to require LESSEE to relocate its Communications Equipment to an alternative location on the Property ("Substitute Premises"), at the sole cost of LESSEE, which contains enough rentable area to accommodate LESSEE's Communications Equipment and is fully compatible for LESSEE's use, as determined by LESSEE.

i. In the event adequate Substitute Premises can be located at the Property, as determined by LESSEE, LESSOR shall give LESSEE not less than twelve (12) months written notice of the date on which LESSEE shall have completed relocation of its Communications Equipment to the Substitute Premises. LESSEE and LESSOR shall execute an amendment to this Agreement modifying the description of the Premises.

ii. In the event that an adequate Substitute Premises cannot be located, LESSOR shall give LESSEE not less than twelve (12) months written notice of the date upon which this Agreement will terminate, and by which date LESSEE shall have removed all Communications Equipment from the Premises, at LESSEE's expense. If reasonably necessary, as determined by LESSEE, LESSEE may place a temporary facility at the Property for up to twenty-four (24) months following receipt of such written notice of termination in a location reasonably approved by LESSOR until LESSEE can relocate and commence operations at another property.

e. In the event the Federal Communications Commission makes a determination which is final and non-appealable or which is affirmed and becomes final after the



exhaustion of all available appeals concluding that the LESSEE's use as set forth in this Agreement presents a material risk to the public health or safety, either the LESSOR or LESSEE may terminate this Agreement upon ninety (90) days' notice to the other Party.

f. If LESSOR terminates this Agreement for any reason permitted hereunder, LESSEE shall remove all of its Communications Equipment within six (6) months, at its own expense, in accordance with the provisions of Paragraph 19. If LESSEE fails to remove all its Communications Equipment in accordance with the provisions of Paragraph 19 after receipt of written notification of termination of the Agreement, LESSOR may remove LESSEE's Communications Equipment and recover the costs of such removal from LESSEE following LESSEE's receipt of an invoice and reasonable supporting documentation.

11. ACCESS. LESSOR hereby grants to LESSEE for the Term of this Agreement, or any extensions thereto, an unimpaired non-exclusive right of ingress and egress from a public right-of-way in and over the following portions of the Property (collectively the "Access Areas"): the access route(s) shown (if any) in Exhibit "B" attached hereto (the "Access Route"), the overhead or underground cable and utility runs shown (if any) in Exhibit B (the "Utility Routes"), and all areas shown (if any) on Exhibit "B" necessary to provide physical access from the nearest public right of way and utilities from the nearest service, to or from the Premises. The rights granted to LESSEE herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating LESSEE's Communications Equipment within or on the Premises.

a. LESSEE shall be responsible for all access by it, its employees, representatives, or agents to the Premises and Property. LESSEE acknowledges that the Property is a school site, and LESSEE shall provide for the safety of students and necessary measures to prevent access to its Communications Equipment on the Premises.

b. LESSEE shall allow LESSOR access to the Premises in pursuit of the duties contemplated by this Agreement, including the duty to maintain, in the presence of a LESSEE representative. LESSOR will provide reasonable prior notice to LESSEE of planned access that may affect LESSEE's Communications Equipment.

c. LESSEE shall perform all work in accordance with LESSOR's reasonable rules and conditions of which LESSEE has prior written notice, not to unreasonably disturb or interfere with the educational programs or instruction of students on the Property.

d. LESSEE shall consult and coordinate with LESSOR's maintenance department prior to construction to set a construction schedule for LESSOR's review and approval, which shall not be unreasonably withheld, conditions, or delayed.

e. After construction is complete, LESSEE shall have service access seven (7) days per week, outside of school hours, which school hours are Monday through Friday, 7:00 a.m. to 11:00 p.m. (the "School Hours"). If maintenance must occur during School Hours, LESSEE shall follow all of LESSOR's vendor access policies and procedures as outlined by LESSOR upon prior written notice to LESSEE, including but not limited to, 24-hour notice prior to visit, except in the event of an emergency during which LESSEE will provide one (1) hour

notice to LESSOR, if feasible or if not feasible given the emergency, as soon as possible following such emergency access during Schools Hours. An emergency shall include any event which renders LESSEE's Communications Equipment on the Premises inoperable in any manner, or as otherwise reasonably determined by LESSEE.

f. Except in the event of an emergency, when accessing the Property or Premises, LESSEE's employees, contractors, subcontractors, and other agents must sign in at the Property's main office and must have identification.

## 12. PERFORMANCE OF WORK ON THE PROPERTY.

a. Licensed Contractor. LESSEE agrees to utilize a California Licensed General Contractor ("Contractor"), who shall be appropriately licensed for the work associated with LESSEE's initial installation and construction of Communications Equipment on the Premises as specified in this Agreement (the "Work"). Prior to commencement of the Work, LESSEE shall provide LESSOR with evidence of each Contractor's license.

b. Equipment and Labor. LESSEE and its Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized LESSOR representative, which approval shall not be unreasonably withheld, conditioned or delayed.

c. Supervision and Conduct on the Property. LESSEE and its Contractor shall provide competent supervision of personnel employed at the Premises by or on behalf of LESSEE, use of equipment, and quality of workmanship. Any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, use of alcohol, tobacco or any illegal substance, or inappropriate attire or behavior will be permitted. Any person in the employ of LESSEE or its Contractor whom LESSOR may deem incompetent or unfit shall be dismissed from the Property and shall not again be employed at the Property without written consent from LESSOR.

d. Access to Work. LESSOR representatives shall at all times have access to the Work wherever it is in preparation or in progress. LESSEE shall require that its Contractor provide safe and proper facilities for such access.

e. Performance Bond. LESSEE shall require that its Contractor(s) post a duly authorized performance bond equal to one hundred percent (100%) of the estimated costs of the Work. The Performance Bond shall name LESSOR as beneficiary. The surety used for the Performance Bond submitted by LESSEE shall be an admitted surety insurer as defined by Code of Civil Procedure section 995.120. The Performance Bond shall remain in full force until one (1) year after completion of the Work.

f. Payment Bond. LESSEE shall require that its Contractor(s) post a duly authorized labor and materials payment bond in an amount at least equal to one hundred percent (100%) of the estimated cost of the Work as security for payment of persons performing labor and/or furnishing materials in connection with the Work. The Payment Bond shall name

LESSOR as beneficiary. The surety used for the Payment Bond submitted by LESSEE shall be an admitted surety insurer as defined by Code of Civil Procedure section 995.120. The Payment Bond shall remain in full force until one (1) year after completion of the Work.

g. Contractor Insurance and Indemnification.

i. LESSEE shall not commence the Work, nor shall it allow any contractor to commence the Work under this Agreement, until LESSEE or Contractor has provided LESSOR evidence to LESSOR's reasonable satisfaction that Contractor carries substantially the same insurance and endorsements required by this Agreement.

ii. Except for liability to the extent resulting from the negligence or willful misconduct of LESSOR or its, employees, contractors or agents who are directly employed by LESSOR, LESSEE's Contractor shall indemnify, defend and hold harmless LESSOR, and its officers, consultants, and employees from every claim or demand made, and every liability, loss, damage, or expense, to the extent arising out of Contractor's performance of the Work.

h. Liens. LESSEE shall not suffer or permit to be enforced against the Property or any part thereof, any mechanics, contractor's, or subcontractor's liens, stop notices or any claim for damages arising from the Work.

i. Protection and Safety. LESSEE shall require its Contractor(s) to take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completed under the terms of this Agreement.

j. LESSEE shall require all contractors performing the Work to:

i. Take all customary precautions for safety of workers and the public on the Premises;

ii. Comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injuries to persons on, about, or adjacent to the Property where work is being performed; and

iii. Provide a safe and healthful place of employment.

k. Prevailing Wages. In accordance with Labor Code section 1720 et seq., Contractor(s) and its/their subcontractor(s), agents and representatives shall pay at least the general prevailing rate of per diem wages and the general prevailing rate for holiday work and overtime work in the locality in which this Agreement is to be performed as determined by the Department of Industrial Relation for each craft, classification or type of worker needed to execute the Work. In the event LESSEE's Contractor(s) or its/their agents and/or subcontractors fail to pay prevailing wages and it is determined by any court or by the Department of Industrial

Relations that any part of the performance of the Work required the payment of prevailing wages pursuant to Labor Code Sections 1720 et seq., LESSEE and its Contractor(s) shall indemnify, defend and hold harmless LESSOR from any claim or action alleging that LESSEE or its agents and/or contractors failed to pay prevailing wages.

1. Force Majeure. Neither Party shall be liable to the other for any breach of this License or for performance required under this Agreement if such default or failure of performance is caused by an event beyond such Party's control, without negligence or fault by such Party, including, without limitation floods, fires, earthquakes, terrorism, war, and acts of god (each, a "Force Majeure Event"). In the event of threatened or actual non-performance as a result of any of the above causes, the non-performing Party will use best efforts to avoid and cure such non- performance.

### 13. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 13.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than seven (7) days after receipt of notice. If LESSOR fails to make such repairs, LESSEE may do so, and the cost thereof shall be payable by LESSOR to LESSEE on demand, or, at LESSEE's option, LESSEE may deduct such amounts paid out of any rents or other sums that may be due or owing under this Agreement. In the event of an emergency, LESSEE, at its option, may make such repairs at LESSOR's expense, before giving any written notice, but LESSEE shall notify LESSOR in writing within three (3) business days following such emergency.

c. Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

ii. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the

Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

iii. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

14. INDEMNIFICATION. Subject to Paragraph 15 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

15. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and 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 such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance of \$3,000,000.00 combined single limit per occurrence for bodily injury, death and property damages. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interests may appear under this Agreement. Each Party shall provide the other Party with a certificate of insurance evidencing the amount and type of coverage set forth herein.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the

enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

16. LIMITATION OF LIABILITY. Except for indemnification pursuant Paragraphs 14 and 35, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

17. INTENTIONALLY OMITTED.

18. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will, within forty-eight (48) hours following LESSEE's receipt of notice from LESSOR to LESSEE's NOC: (800) 264-6620 and [VZWNETNORCALPROPMGMT@verizonwireless.com](mailto:VZWNETNORCALPROPMGMT@verizonwireless.com), commence to take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue and continues to pay the then-current rent under this Agreement. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

19. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its Communications Equipment and all related improvements and property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 39 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. In addition to the

foregoing, if LESSEE fails to remove the communications facility by the end of the ninety (90) day removal period, LESSOR may upon thirty (30) days' notice to LESSEE and at LESSEE's sole cost and expense, arrange to have the communications facility, or any part or portion thereof, removed. LESSEE shall reimburse LESSOR for any actual and reasonable expense incurred in restoring the Premises should LESSEE fail to restore the Premises as provided in this Paragraph 19.

20. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 19 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 19 and this Paragraph 20, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 19 shall be equal to one hundred twenty-five percent (125%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

21. INTENTIONALLY OMITTED.

22. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

23. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises, subject to the requirements and conditions set forth herein.

24. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

25. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or

oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

26. GOVERNING LAW; ATTORNEYS FEES. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. The Parties hereby consent to venue and jurisdiction in the courts of the County where the Property is located in the event litigation is commenced to enforce this Agreement. After a final and non-appealable judgment, the prevailing Party in any action or proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable out of pocket costs and expenses from the non-prevailing Party.

27. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE'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. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE shall remain liable under this Agreement in the event of any such sale, assignment or transfer unless the Parties agree otherwise. In no event shall LESSEE be permitted to sublease any portion of the Premises without the prior written consent of LESSOR, which may be withheld in the sole but reasonable discretion of LESSOR. LESSOR shall have the right to assign or otherwise transfer this Agreement without LESSEE's consent upon written notice to LESSEE and provided that the assignee shall assume all obligations hereunder in writing. Except as otherwise provided in Paragraph 22 above, upon assignment, LESSOR shall be relieved of all subsequent liabilities and obligations hereunder and LESSEE shall look solely to the assignee for future performance under this Agreement and all future obligations hereunder for which a claim or cause of action arises subsequent to assignment.

28. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):



LESSOR: Chabot-Las Positas Community College District  
7600 Dublin Boulevard, 3<sup>rd</sup> Floor  
Dublin, California 94568  
Attn: Lorenzo Legaspi  
Vice Chancellor of Business Services

LESSEE: GTE Mobilnet of California Limited Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Site: Las Positas College

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

29. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

30. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall, at LESSEE's sole cost and expense, obtain not later than forty-five (45) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Building or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Building, LESSOR shall use commercially reasonable efforts to obtain for LESSEE's benefit a non-disturbance and attornment agreement in commercially reasonable form (the "Non-Disturbance Agreement"), which shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Building, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without

obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

31. ESTOPPEL. Each party will execute, within forty-five (45) business days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance.

32. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

33. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; provided, however such extended period may not exceed beyond one hundred eighty (180) days unless approved in writing by LESSOR, which approval shall not be unreasonably withheld, conditioned delayed. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within seven (7) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than seven (7) days after such notice is

reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such seven (7) day period and thereafter diligently pursued to completion.

34. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

35. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of 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 conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: i) 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 concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or

Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

36. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

37. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

38. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party

has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

39. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

40. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

41. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

**LESSOR:**

Chabot-Las Positas Community College District

By: *Lorenzo Legaspi*  
Name: Lorenzo Legaspi  
Title: Vice Chancellor, Business Services  
Date: 3.27.18

**LESSEE:**

GTE Mobilnet of California Limited Partnership,  
dba Verizon Wireless

By: Cellco Partnership  
Its: General Partner

By: *Scott Stewart*  
Name: Scott Stewart  
Title: Director, Network  
Date: 2/27/19

## Exhibit "A"

### Legal Description of the Property

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PORTION OF THE TRACT OF LAND DESCRIBED IN THE DEED BY HUGH S. O'NEILL AND ANN O'NEILL TO HELEN K. JOHNSON, RECORDED JULY 8, 1946 IN BOOK 4900 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 115, UNDER RECORDER'S SERIES NO. [TT/58060](#), DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF THE TRACT OF LAND DESCRIBED IN SAID DEED TO JOHNSON AND RUNNING THENCE ALONG THE EASTERN LINE OF THE RANCHO EL VALLE DE SAN JOSE SOUTH 2° 15' 20" EAST 1278.73 FEET; THENCE LEAVING SAID EASTERN LINE SOUTH 87° 51' 46" WEST 119.93 FEET; THENCE SOUTH 34° 20' 40" WEST 236.63 FEET; THENCE SOUTH 30° 00' 34" WEST 311.81 FEET; THENCE SOUTH 27° 39' 37" WEST 455.17 FEET; THENCE SOUTH 27° 44' 03" WEST 204.29 FEET; THENCE SOUTH 81° 22' 18" WEST 3194.10 FEET TO THE CENTER LINE OF COLLIER CANYON ROAD, OR COUNTY ROAD NO. 7749;

THENCE ALONG SAID CENTER LINE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 800 FEET, FROM A TANGENT BEARING NORTH 10° 18' 32" WEST, THROUGH AN ANGLE OF 11° 03' 58", FOR A DISTANCE OF 154.51 FEET; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 21° 22' 30" WEST 67.40 FEET TO THE NORTHWESTERN LINE OF THE TRACT OF LAND DESCRIBED IN SAID DEED TO JOHNSON; THENCE ALONG THE LAST NAMED LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 33° 05' 40" EAST 654.08 FEET; NORTH 47° 25' 10" EAST 782.10 FEET; NORTH 56° 40' 10" EAST 790.02 FEET; NORTH 32° 10' 10" EAST 710.82 FEET; AND NORTH 16° 55' 10" EAST 514.14 FEET TO THE NORTHERN LINE OF THE TRACT OF LAND DESCRIBED IN SAID DEED TO JOHNSON; THENCE ALONG THE LAST NAMED LINE SOUTH 89° 49' 50" EAST 1768.80 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED OF DEDICATION CONVEYED TO THE CITY OF LIVERMORE FOR PUBLIC USE AS A PUBLIC ROAD, RECORDED JUNE 14, 2006 AS INSTRUMENT NO. [2006229363](#) OF OFFICIAL RECORDS.

APN: 903-0010-002-04

**Exhibit "B"**  
**Depiction of the Premises**





**KEW SEL**  
Wm.

(E) TELECOMMUNICATIONS  
VAULT

x 462.5

(4) 4" CONDUITS  
TELECOM

TELCO

TELCO

TELCO

TELCO

5'-0" WIDE  
ACCESS  
EASEMENT,  
P., U.O.N.