

## COW PALACE LEASES

Lease #	Type	Lessee	Term	Termination
L-1868	Telecom	New Cingular Wireless	9/1/06 to 8/31/11	No cause early termination with 180 days written notice from State
L-1927	Telecom	TMOCA/NV, LLC	11/1/06 to 19/31/11	No cause early termination with 180 days written notice from State; however, if property is sold, lease may be terminated with the lesser of 90 days written notice or close of escrow.
L-1869	Telecom	GTE Mobilenet	7/1/03 to 6/30/08	Lease is in holdover. No cause termination with 180 days written notice from State.
L-1978	Telecom	Sprint Spectrum Realty Co., LP.	12/1/06 to 11/31/11	No cause early termination with 180 days written notice from State; however, if property is sold, lease may be terminated with the lesser of 90 days written notice or close of escrow.

## Location of Leased Premises

COW PALACE  
2600 GENEVA AVE, DALY CITY  
SAN MATEO COUNTY

Agency 1-A District Agricultural Association

Real Property #53

**COMMUNICATIONS FACILITY LEASE**Lease No. **L-1868**

Lessee New Cingular Wireless, PCS, LLC

**THIS LEASE**, dated for reference purposes only; August 24, 2006; is made by and between the State Of California acting by and through the 1-A District Agricultural Association ("1-A DAA"), with the review and approval of the Department of General Services (the "DGS") and the Department of Food and Agriculture (hereinafter called "STATE"), and New Cingular Wireless PCS, LLC; a Delaware Limited Liability Company, (hereinafter called "LESSEE").

**RECITALS**

**WHEREAS**, the STATE has under its control and possession certain real property commonly known as the "Cow Palace"; 1-A District Agricultural Association, located at 2600 Geneva Avenue, Daly City, in the County of San Mateo and the State of California;

**WHEREAS**, pursuant to Food and Agricultural Code, the 1-A District Agricultural Association may lease any portion of its Cow Palace with the approval of both the Department of Food and Agriculture and the Department of General Services;

**WHEREAS**, pursuant to Government Code Section 14671, the Director of General Services, with the consent of the Department of Food and Agriculture and the 1-A District Agricultural Association, is authorized to let the STATE'S real property for communications purposes if the Director deems such letting is in the best interests of the STATE;

**WHEREAS**, the 1-A DAA desires to lease to LESSEE, five separate locations in and around its Cow Palace together referred to herein as the "Premises";

**WHEREAS**, LESSEE occupies the Premises pursuant to GENERAL PROVISIONS, Paragraph 2, "hold-over" provisions of Lease Number L-1868, dated February 1, 2001, which expired March 31, 2006 between the State and LESSEE's predecessors in interest, Bay Area Cellular Telephone Company, d/b/a AT&T Wireless, a California general partnership;

**WHEREAS**, LESSEE is the Transferee under that certain Lease Transfer Agreement, dated August \_\_\_\_, 2006, whereby Bay Area Cellular Telephone Company, d/b/a AT&T Wireless transferred its ownership interest, including all rights, title, and interest in State Lease L-1868;

**WHEREAS**, LESSEE desires to enter into a new lease of the Premises described herein from the STATE;

**WHEREAS**, it is in the best interests of the STATE that such a Lease be consummated between the STATE and LESSEE on the terms and conditions herein contained;

NOW, THEREFORE, the parties agree to the provisions that follow and are incorporated herein as:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions