

LICENSE AGREEMENT

Contract No. FC0719

License of Tower/Vault Space Between Fresno County And Cook's Communications Corp.

This License Agreement ("Agreement") is entered into this 1st day of July, 2019 by and between Cook's Communications Corp., a California corporation ("Licensor"), and the County of Fresno, a political subdivision of the State of California ("Licensee").

WHEREAS, Licensor owns or otherwise has authority to license certain parcels of real property within Fresno County, California, upon which are constructed telecommunications towers and associated enclosures; and

WHEREAS, Licensor wishes to license the use of two parcels to Licensee in accordance with the terms and conditions herein, and Licensee wishes to accept such license.

THEREFORE, Licensor and Licensee hereby enter into this Agreement so that Licensor may allow Licensee to occupy and use the parcels in accordance with the terms and conditions stated herein.

Terms and Conditions

1. Description of Licensed Parcels: Licensor grants Licensee a license during the term of this Agreement to install, operate, and maintain Licensee's telecommunications equipment on Licensor's towers, and within the enclosures operated in association with the towers (collectively, "Towers"), situated at the locations identified below. Licensor's grant to Licensee includes space on the Towers for mounting Licensee's antennas, and for running all necessary cables and conduit for the reasonable operation of the Licensee's telecommunications equipment, as well as rack space within the enclosures for the construction of transmit and/or receive equipment. Additionally, Licensor grants to Licensee reasonable access to and across its real property at the locations specified below, for the purpose of installing necessary utilities to operate Licensee's telecommunications equipment, and for Licensee's required access to its radio equipment to install, maintain and repair same. In the event that any utility company requires an easement for the purpose of providing services to Licensee's equipment, such easement will be held exclusively in Licensor's name. The Towers and parcels for which Licensee's unexclusive use is granted hereunder, sharing same with Licensor and collocated tenants (hereafter "Premises"), are located at and/or about the following geographic coordinates:

Sampson Mountain, Fresno County, California
N. Lat 36° 45' 52.8" W. Long. 119° 05' 49.4" (NAD 83)

Panoche Mountain, Fresno County, California
N. Lat 36° 43' 31.8" W. Long. 120° 45' 52.7" (NAD 83)

2. Licensee's Equipment: Exhibit A is hereby attached and incorporated by this reference, and identifies all of Licensee's equipment and hardware, to be installed on the Premises by Licensee pursuant to this Agreement. The license granted under this Agreement only permits Licensee to construct and operate the radio equipment identified and described herein at Exhibit A. By its entrance into this Agreement, Licensee warrants and agrees that only the equipment identified at Exhibit A will be operated on the Premises, and if Licensee desires to replace its equipment or make greater use of the Premises by adding additional equipment, Licensee must first obtain written consent from Licensor, which consent shall not be unreasonably withheld. Licensee understands and agrees that the addition of equipment or the installation of similar equipment that increases windload, electrical use, etc., will result in an increase in rents hereunder to compensate Licensor for the greater services required from the Premises by Licensee. Licensee shall inform Licensor in writing of all changes in Licensee's equipment within fifteen (15) days of such changes and Licensor shall perform an annual inventory of Licensee's equipment to assist the Parties in reconciling their mutual understanding of what equipment is present upon the Premises. In the event that an amendment to this Agreement is necessary due to a change in Licensee's equipment, the Parties agree that such amendment may be executed and made binding on the Licensee by Licensee's Director of Internal Services/Chief Information Officer, provided that the Agreement maximum does not exceed the maximum amounts set forth as defined under Section 7, "Rental of Premises."

3. Term and Termination. This Agreement is binding upon execution by the parties. The term shall commence on the first day of the next calendar month following the Parties' execution of this Agreement ("Commencement Date"), and shall continue in effect for a term of five (5) years, provided however, if Licensor's authority to perform hereunder is terminated for a reason other than the default or neglect of Licensor, or expires prior to the expiration of the term, Licensee agrees that such expiration or termination shall not be deemed Licensor's breach of the terms herein. This Agreement shall automatically renew for five (5) additional one (1) year terms, unless Licensee provides written notification to Licensor of its intent not to renew this Agreement, and such notification is made to Licensor at least 90 days prior to the expiration of the then existing term.

(A) Following a material, uncured breach by either party, the non-breaching party may terminate this Agreement at any time by giving the breaching party at least one (1) month's prior written notice. Upon termination or expiration of this Agreement in accordance with any of its terms, Licensee shall immediately remove its equipment from Licensor's Premises. Licensee's failure to remove its equipment within thirty (30) days following the expiration or termination of this Agreement shall entitle Licensor to receive from Licensee storage fees in an amount equal to one hundred dollars (100) per day beyond such thirty-day period. Licensor hereby waives any and all landlord liens or similar claims to Licensee's equipment, which may be removed by Licensee at any time. However, such removal shall not create any termination of this Agreement or reduction in any amount due Licensor according to the terms herein.

(B) Any of Licensee's equipment which is deemed stored by Licensor in accordance with the terms herein shall not be entitled to receive electrical power during such period of storage, and Licensor shall have the right to discontinue power to all stored equipment. Such equipment may also be removed from the Premises by Licensor and stored at Licensor's main facilities, however, the equipment shall be undamaged and will remain the property of Licensee.

(C) In the event that any of the Premises are damaged or destroyed such that Licensee is unable to operate its equipment thereon, Licensor shall make an election and notify Licensee in writing within ten (10) days following such event as to whether Licensor shall make repairs or reconstruct the damaged portion of the Premises to enable Licensee to operate upon the Premises in substantially the same manner as Licensee enjoyed prior to the event of destruction. Such election shall only be effective if Licensor is willing and able to complete such repair or

reconstruction within ninety (90) days following the making of the election. If Licensor elects not to repair or reconstruct the damaged portion of the Premises within the aforementioned 90-day period, or if Licensor is unable to complete such repairs or reconstruct the damaged portion of the Premises during that 90-day period, Licensee shall have the right to terminate this Agreement, without further liability to either party. If Licensor elects to repair or reconstruct the Premises within the aforementioned 90-day period, this Agreement shall continue to bind the parties, providing however, Licensor shall not be entitled to receive rents during the period commencing on the date of destruction, and extending to the date of completion of the repairs or reconstruction. In the event that Licensee terminates this Agreement under this Section 3(C), Licensor shall return to Licensee all prepaid rents collected by Licensor which represent that period, commencing upon the date of destruction of the Premises. Licensor's failure to make an election during the 10-day period following damage or destruction of the Premises shall be deemed an election by Licensor not to repair or reconstruct the Premises. Nothing contained herein shall be deemed a guarantee by Licensor to repair or reconstruct the Premises following destruction.

(D) Notwithstanding anything contained in this Agreement, Licensee as a public body shall not be deemed to be in default in the event that no funds or insufficient funds are appropriated in the budget or otherwise unavailable in any fiscal year to pay all rents and charges due from Licensee hereunder. Upon such occurrence, Licensee shall immediately inform Licensor in writing of such lack of appropriations, and such notice shall serve as Licensee's termination of this Agreement upon the last day of the fiscal year during which sufficient funds were appropriated to satisfy Licensee's obligations hereunder. Other than the removal of Licensee's equipment pursuant to Section 3(A) herein, Licensee shall have no further obligations to Licensor following termination of this Agreement, and shall be subject to no penalties, pursuant to this Section 3(D).

4. Maintenance of Equipment by Licensee. Licensee shall, at its own expense, maintain its equipment on or attached to the Premises in a safe condition and in good repair, and in a so as to reasonably not conflict with the use of the Premises by Licensor, or by any other entity using the Premises. All repair and maintenance of Licensee's equipment shall be performed by qualified technicians, and shall be authorized to enter the Premises as Licensee's agents or employees.

(A) Any and all machinery, equipment and trade fixtures except the electrical service installed by Licensee shall remain personal property, notwithstanding the fact that it may be affixed or attached to the real property, or the Premises, and shall, during the term of this Agreement or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee. Licensee agrees that the Premises and associated realty shall not be unreasonably damaged by Licensee's occupancy, and that Licensee shall, upon termination of occupancy, make any repairs necessitated by Licensee's occupancy or removal of equipment, less ordinary wear and tear.

(B) Electrical service to Licensee's equipment will be provided by Licensor. Licensee agrees that Licensor may employ reasonable means to determine Licensee's present usage for operation of Licensee's equipment and pro rata use of air conditioning, and to periodically monitor such usage for any increase. In the event that the applicable utility company increases the unit cost of electricity, or Licensee's electrical use is found to have increased over time, Licensor shall be entitled to receive from Licensee as additional rents such amounts that reflect such increases to compensate Licensor for those additional costs. Licensor shall provide written notice to Licensee regarding any such increase in rents. Licensee acknowledges and agrees that Licensor shall not be liable for any power outages or surges caused by the provision or lack thereof of electricity from the utility company.

5. Access. Licensor agrees to give Licensee free and unrestricted ingress and egress to the Premises during the term of this Agreement and any renewals thereof for the purpose of installing, maintaining, operating and removing Licensee's equipment. This grant of access does not extend to real property that is not under Licensor's authority or control. Licensor's grant of access will not be interpreted as a guarantee of Licensee's ability to enter or exit the Premises when weather conditions, road conditions, and other elements outside of Licensor's control might affect Licensee's ability to enter the Premises.

6. Maintenance and Operation of Premises. Licensor reserves to itself, its successors, and assigns, the right to maintain the Premises, and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, but in accord with the covenants contained herein. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference, including but not limited to electrical interference and interference created by intermodulation, with the operation of Licensee's equipment arising from use of the Premises hereunder, unless due to the negligence or unauthorized uses of Licensor, its employees, agents or invitees. However, under no circumstances shall Licensor be liable for consequential damages to any party, including but not limited to third parties, arising out of interruption of Licensee's service.

(A) Licensor hereby agrees to cooperate reasonably with Licensee in relieving any harmful interference to Licensee's equipment caused by the operation of other telecommunications facilities on the Premises, including directing the interfering operator to discontinue the creation of such harmful interference or exercising Licensor's right to disconnect the operation of offending facilities until such time as the harmful interference can be resolved. In the event that the parties' cooperation cannot relieve the receipt of harmful interference to Licensee's equipment, and said interference is not caused by any defect in Licensee's equipment or operation, Licensee may terminate this Agreement upon thirty (30) days written notice to Licensor. Such termination shall be without liability to Licensor.

(B) Licensor shall be solely responsible for compliance with all painting and lighting and requirements arising out of operation of the Towers, in accord with the existing rules and regulations adopted or which might be adopted by the Federal Aviation Administration or the Federal Communications Commission, and shall indemnify Licensee for all fines levied against Licensee for Licensor's failure to comply with such rules and regulations.

(C) Prior to Licensee's occupation of the Premises for uses not identified herein at Exhibit A, and upon reasonable request by Licensor, Licensee agrees that it shall be responsible for (i) performing and providing to Licensor any structural analysis of the relevant Tower to determine whether Licensee's placement of its replacement or additional equipment upon the Towers will threaten the structural integrity of the Towers and (ii) performing and providing to Licensor any intermodulation study of Licensee's transmission of signals upon the affected Premises.

(D) Licensor shall, at Licensor's sole cost and expense, maintain the building and any related structures which serve the leased Premises (other than those which are the specific responsibilities of Licensee as provided herein) in a safe and useable condition, including exterior maintenance, pest control, mechanical equipment, electrical equipment, and lighting.

7. Rental Fees. During the term of this Agreement, Licensee shall pay to Licensor without demand, a rental rate of six thousand five hundred seventy dollars (\$6,570.00) per month, payable in advance, commencing on the Commencement Date of July 1, 2019, and upon the first day of each calendar month thereafter during the term of this Agreement or any renewal term, increasing in payment to seven thousand seven hundred and eighty-five dollars (\$7,785) beginning July 1, 2020, and increasing in payment to nine thousand dollars (\$9,000.00) July 1, 2021. Thereafter, beginning July 1, 2022, the rental rate shall be subject to annual premises percentage rate increases in accordance with the table below.

Renewal Date	Premises Rental Increase	Payment
July 1, 2019	N/A	\$6,570
July 1, 2020	N/A	\$7,785
July 1, 2021	N/A	\$9,000
July 1, 2022	5%	\$9,450
July 1, 2023	5%	\$9,922.5
July 1, 2024	5%	\$10,418.63
July 1, 2025	5%	\$10,939.56
July 1, 2026	5%	\$11,486.53
July 1, 2027	5%	\$12,060.86
July 1, 2028	5%	\$12,663.90

All rental payments will be made to Licensor at its address as provided herein. All rental payments shall be due and owed immediately, and shall be deemed late if not tendered by the tenth (10th) day of any calendar month during the term. Licensee agrees to pay a late fee for all rent payments not timely made, in an amount equal to five percent (5%) of the overdue amount, or the greatest amount allowed under law, whichever is less.

(A) In the event that Licensee fails to make timely rent payments, and the account is greater than sixty (60) days past due, Licensee shall be deemed to have materially breached this agreement, provided however, Licensor shall provide Licensee prior written notice of said breach.

(B) Upon the third anniversary date of the commencement of the term of this Agreement, as defined by Section 3 herein, the charge for rental of the Premises shall be automatically increased by an amount equal to five percent (5%) of the previous annual rate. Such increases shall be automatic, and will not require Licensee's prior approval, and by its execution of this Agreement, Licensee agrees to pay each such increase as a portion of its rent. Such increases shall apply to the entire term of this Agreement, and any renewal period.

(C) All rental payments made to Licensor shall be deemed the sole and exclusive property of Licensor and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose, except as is specifically expressed herein.

(D) Changes to overall leasing costs may be incurred through the addition of additional equipment, not to exceed 20% of the overall annual renewal rate for any specific calendar year as established by the table above (e.g. July 1, 2019: \$6,570 - \$8,884 maximum; July 1, 2020: \$7,785 - \$9,342 maximum, etc.). In no event shall compensation paid by the Licensee to the Licensor for the total possible ten-year term of the Agreement exceed one million four hundred forty-five thousand dollars (\$1,445,000.00).

8. **Indemnification and Insurance.** Licensee shall indemnify, protect, defend, and hold harmless Licensor against any and all claims and demands for damages to property and injury or death to persons, arising out of or caused by the installation, maintenance, presence, use or removal of Licensee's equipment on the Premises arising out of or caused by the acts or omissions of Licensee, its employees, agents or invitees, except such liability as is specifically excluded herein. Licensor shall indemnify, protect, defend, and hold harmless Licensee against any and all claims and demands for damages to property and injury or death to persons arising out of or caused by the acts or omissions of Licensor or Licensor's employees, agents, or invitees, except such liability as is specifically excluded herein. Licensee shall obtain and maintain general liability insurance in an amount equal to One Million Dollars (\$1,000,000) during the term of this Agreement and any renewal period, covering Licensee's use of the

Premises. Such insurance policy shall name Licensor as an additional insured.

(A) Licensee and Licensor shall each be responsible for maintaining any insurance covering their own equipment on the Premises; the lives and health of their respective agents, employees and invitees; damage or injury to other persons or other persons' property caused by the acts or omissions of their own agents, employees, or invitees; and any other business or liability insurance which each may deem necessary to protect their own interests.

(B) Licensor and Licensee each hereby waive any and all rights of recovery, claim, action, or causes of action, against the other, its agents, officers or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of other party hereto, its agents, officers or employees; and each party covenants that no insurer shall hold any right of subrogation against the other party.

9. Default. Licensee shall not be deemed in default under this Agreement until Licensor has given Licensee at least thirty (30) days' written notice of any default hereunder, and Licensee has failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably be cured in such thirty (30) day period, and if Licensee proceeds to promptly cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be deemed necessary by Licensor in its sole discretion to complete such curing. Licensee's right to cure a default shall not apply to the timely payment of rents.

(A) In addition, Licensor will not, except in an emergency, as shall be interpreted in Licensor's sole discretion, cure any alleged default by Licensee until after the expiration of thirty (30) days following Licensee's receipt of notice provided for herein, and then only if Licensee has failed, during such period, to cure such default or perform such act.

(B) Licensor reserves the right to disconnect Licensee's equipment if, following notification by another Licensee, or Licensee's agents or employees, or by notification by officials of the Federal Government, it is determined that operation of Licensee's equipment is causing injury or damage to other persons or licensees, or is in violation of law. Disconnection by Licensor shall not be performed without informing Licensee prior to Licensor's taking such action (which notification may be by telephone), and without providing Licensee with an opportunity to cure within seventy two (72) hours such problems or answer such allegations. If, following notification to Licensee by Licensor, Licensee does not immediately repair or disconnect Licensee's equipment to discontinue continuing injury and/or damage to other persons or licensees, and Licensor deems such repair or disconnection necessary to protect Licensor or other persons, Licensor may disconnect the power source to Licensee's equipment. Licensor shall not be liable for any damages, loss of revenue, claims, or injuries due to Licensor's disconnection of Licensee's equipment to protect Licensor or others. Lessor warrants that the terms contained within this Section 9(B) are substantially similar and reflected within all other licenses entered into by Licensor for third parties' occupation and use of the Premises, and shall be included in substantially similar form within future licenses entered into by Licensor for future licensees' use of the Premises.

(C) Licensee shall be deemed to be in default if Licensee places upon its equipment or the Premises any lien or encumbrance, which placement delays, prevents or impedes Licensor and/or third parties' use of the Premises. Notwithstanding the foregoing, Licensor acknowledges that Licensee may enter into a financing arrangement, including promissory notes and financial and security agreements, for the financing of Licensee's telecommunications facilities and the operation thereof. Accordingly, Licensor hereby consents to Licensee's installation and operation

of Licensee's equipment, which is deemed collateral under any such aforementioned financing agreement(s), and Licensor agrees that (i) it disclaims any interest in the collateral, as fixtures or otherwise; and (ii) it shall hold as exempt such collateral from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such collateral may be removed by Licensee or pursuant to the terms of such financial arrangement(s) at any time without recourse to legal proceedings. Licensor's consent provided under this subsection 9(C) shall not be employed for the purpose of reducing any obligation of Licensee's created hereunder for the timely payment of rents.

10. Assignment. Licensee shall not assign this Agreement without the prior written consent of Licensor. Licensor covenants and agrees that it will not unreasonably withhold or delay its consent to any assignment. Under no circumstances shall this Agreement be assigned by Licensee to any party which does not agree to be bound by all terms and conditions contained herein.

(A) As a condition precedent to Licensee's right to assign this Agreement to any third party, Licensee covenants that it shall notify Licensor in writing of its intent to make such assignment and, in the event that Licensor's consent is not required or is deemed given hereunder, Licensee shall provide to Licensor all documents reasonably required by Licensor to assure that the assignee agrees to be bound by all terms and conditions contained herein which bind Licensee.

(B) Licensor hereby agrees to Licensee's assignment of this Agreement to any financing entity, or agent on behalf of any financing entity, to whom Licensee (i) has obligations for borrowing money or in respect to guarantees thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

11. Manner of Giving Notice. The persons and their addresses having authority to give and receive notices under this Agreement including the following:

Licensor: Cook's Communications Corporation
160 North Broadway
Fresno, California 93701
(559) 233-8818 Ext. 115
Attn. Paul Lambert

Licensee: County of Fresno
333 W Pontiac Way
Clovis, CA 93612-5613
Attn: Director of Internal Services/Chief Information Officer

All notices between Licensee and Licensor provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Licensee business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Licensee business day after deposit with the overnight commercial courier service, delivery fees prepaid, with

delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Licensee business hours, then such delivery shall be deemed to be effective at the next beginning of a Licensee business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. Quiet Enjoyment. Licensor covenants and agrees that upon Licensee's paying the rent and other applicable charges, and performing in accord with the terms and conditions stated herein, Licensee may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

13. Compliance with Statutes and Regulations. Licensee's antennas, wires and appliances shall be erected and maintained in accord with the requirements and specifications of the safety codes of the State where the Premises are located, or any applicable jurisdiction or any amendments or revisions thereof, and in compliance with any rules or orders now in effect, or that hereafter may be issued by the Federal Communication Commission.

14. Automatic Termination: Licensor may terminate this agreement immediately, and the parties shall deem Licensee to be in material default if any of the following occurs: Licensee is declared bankrupt or files for bankruptcy protection; Licensee is adjudged insolvent; a receiver is appointed to manage Licensee and/or its assets; Licensee dies or is adjudged incompetent (if an individual); or Licensee is found by a court of competent jurisdiction to have engaged in felonious activity in the operation of equipment at the Premises. Termination by Licensor for the causes listed above shall not create a reduction, offset, or relief from liability of all charges due and owing Licensor that have accrued up to the time when termination is elected.

15. Pass Throughs: In addition to the monthly rental payments to be made by Licensee, Licensee agrees to pay its pro rata or representative portion of any increase in taxes, excluding income taxes; any road assessments levied for the provision of ingress and egress to the Premises; or increase in per unit rate of necessary utilities which occur following the commencement of this Agreement, and which are billed to either party for operation of the Premises. Charges for increased utility rates will not be passed through to Licensees that are billed separately by the utility company for power. Charges to Licensee for such increases may be commenced immediately following Licensor's receipt of a demand for higher costs from the applicable government agency, utility company, or road maintenance company, without prior notification to or approval from Licensee. Under no circumstances shall Licensor charge Licensee for such increases in a manner which might result in a profit to Licensor. Licensee's failure to pay any such charges upon demand by Licensor shall be deemed to be a failure to pay rents as required herein.

16. Compliance With Law Regarding Authority To Operate: Except as specifically provided herein, each party shall be responsible for compliance with all laws, statutes and regulations for which their authority to operate radio equipment or operate a radio tower is dependent. No party shall indemnify the other or be made liable in any way for any other party's failure to act in compliance with any rule or law, including violations which result in criminal prosecution or punitive action against a party, no matter what the source or cause of the violation of law might be. Accordingly, each party shall be solely responsible for its actions and its defense of such actions before any official agency or relevant court, with the sole responsible party(ies) being those named in such action.

17. Interference. Licensee shall have full and complete responsibility to correct within forty eight (48) hours any interference caused to other communications equipment at the Premises by operation of its equipment, which cause is a result of a defect in its equipment. The term "defect" shall include any operation of Licensee's equipment which is not in accord with the technical parameters of any license issued by the Federal Communications Commission for operation of Licensee's facilities; any operation in variance with any equipment authorization granted by the Federal Communications Commission for sale, marketing and use of Licensee's equipment; any circumstance or condition which causes Licensee equipment to operate in variance with any Exhibit attached hereto; and any operation of Licensee's equipment which does not conform with generally accepted practices of telecommunications engineering, including but not limited to, applicable ANSI standards which exist or come to exist. Lessor warrants that the terms contained within this Section 17 are substantially similar and reflected within all other licenses entered into by Licensor for third parties' occupation and use of the Premises, and shall be included in similar form within future licenses entered into by Licensor for future licensees' use of the Licensed premises.

18. Suitability. Licensee warrants that it has examined the Premises to its satisfaction and that it accepts the Premises as suitable for occupation by Licensee for the purposes described herein. Licensee further acknowledges that Licensor does not warrant, in any way, the quality, range or propagation characteristics of any radio signal to be transmitted by operation of Licensee's equipment.

19. Environmental Laws Licensee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws. Licensor represents, warrants and agrees that it has in the past, and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws, and that the Premises are free of hazardous substances as of the Commencement Date of this Agreement.

Licensor shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental laws or common law, of all spills or other release of hazardous substances, not caused solely by Licensee, that have occurred or which may occur on the Premises.

Licensee agrees to defend, indemnify, and hold Licensor harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Licensor may suffer due to the existence or discovery of any hazardous substance on the Premises or the migration of any hazardous substance to other properties or release into the environment, arising solely from Licensee's activities on the Premises.

Licensor agrees to defend, indemnify and hold Licensee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Licensee may suffer due to the existence or discovery of any hazardous substance on the Premises or the migration of any hazardous substance to other properties or released into the environment, that relate to or arise from Licensor's activities during this Agreement (or the activities of third parties acting under the authority of Licensor), and from all activities on the Premises prior to the commencement of this Agreement.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

Licensee agrees to cooperate reasonably with Licensor and other third party licensees occupying or which come to occupy the Premises for any purpose related to compliance with all rules, regulations, policies and applicable decisions of authorities with jurisdiction regarding the creation of radio frequency emissions from the operation of Licensee's equipment, either alone or in combination with all other telecommunications operators which are or will employ the Premises.

20. Condemnation. In the event that the Premises or any portion thereof are taken pursuant to a condemnation proceeding or by eminent domain, such that Licensee can no longer operate its telecommunications equipment on the Premises, this Agreement shall terminate without liability to either party, and Licensee shall not be entitled to any portion of any award arising out of such proceedings.

21. Entire Agreement, Severability. This Agreement embodies the entire agreement between the parties, making void all previous agreements between the parties. It may not be modified or terminated, except as provided herein or by other written agreements between the parties. If any provision herein is held by a court of competent jurisdiction to be invalid, it shall be considered deleted from this Agreement, however, the remainder of this Agreement shall survive and be deemed enforceable.

22. Parties Bound by Agreement. Subject to the provisions hereof, this Agreement shall extend to and bind the parties and their heirs, executors, administrators, successors and assigns.

23. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of California, and venue shall be Fresno County, California, without regard to conflict of laws.

24. Headings. The headings included herein are merely a matter of convenience, and shall not be employed for the purpose of interpretation of the language contained herein.

25. Warranty Of Signatories. The persons signing below warrant that they possess all actual and apparent authority to bind legally the party which they claim to represent, for all purposes related to performance in accordance with the terms contained herein.

26. Counterparts. This Agreement may be executed in counterpart originals and each shall be deemed fully binding on the parties in all respects.

27. Memorandum. Licensor acknowledges that a Memorandum of Agreement may be recorded by Licensee where the Property is located, and Licensor agrees to cooperate reasonably in Licensee's recording of such document.

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


COOK'S COMMUNICATION


(Authorized Signature)

Robert D. Cook, President
Cook's Communication
Print Name & Title

160 N Broadway St
Fresno, CA 93701-1506
Mailing Address

COOK'S COMMUNICATION


(Authorized Signature)


Donna Lambert, Secretary
Cook's Communication
Print Name & Title

160 N Broadway St
Fresno, CA 93701-1506
Mailing Address

FOR ACCOUNTING USE
ONLY:

ORG No.: 8905
Account No.: 7340, 7430

COUNTY OF FRESNO


Nathan Magsig,
Chairman of the Board of Supervisors of the
County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

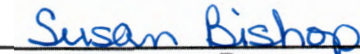
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Deputy

EXHIBIT A

PANOCHE EQUIPMENT:

Item Description	Quantity
Air Mux	1
Antennas	9
Battery Bank/Plant	1
Feed Line	9
Microwave Dishes	6
Microwave Units	4
Multicoupler	4
Net Clock	1
Racks	5
Receivers	12
Rectifier	1
Switches	2
Transmitters	3
Wave Guide	6
Wave Guide Air Press Unit	1

SAMPSON EQUIPMENT:

Item Description	Quantity
Air Mux	1
Antennas	9
Battery Bank/Plant	1
Feed Line	9
Microwave Dishes	6
Microwave Units	4
Multicoupler	4
Net Clock	1
Racks	5
Receivers	12
Rectifier	1
Switches	2
Transmitters	3
Wave Guide	6
Wave Guide Air Press Unit	1

* The above Exhibit is subject to periodic adjustment according to mutual agreement between the Licensor and Licensee