CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT FROM CINGULAR WIRELESS LLC TO PACIFIC BELL WIRELESS LLC AS PERMITTEE UNDER RIGHT OF ENTRY PERMIT

The City of San Diego ("City"), as Permittor under the Right of Entry Permit, consents to the Assignment Agreement from Cingular Wireless LLC ("Assignor") to Pacific Bell Wireless, LLC ("Assignee") as to certain Leases dated January 5, 2005, attached as Exhibit "A" ("Agreement").

RECITALS

This consent to Cingular Wireless LLC is made with regard to the following facts:

A. City and Cingular Wireless LLC have entered into the following Right of Entry Permit ("Permit"):

City/Cingular Wireless LLC for City-owned property at Fire Station #19 at 3434 Ocean View Blvd., San Diego, dated August 31, 2001. [Assignor Site SD-496-02]

B. Assignor and Assignee desire to obtain City's Consent to the Assignment only in respect of the Permit that is more particularly described as site SD 496-02 in Schedule 1 of the Assignment Agreement.

C. Assignor is subject to a Right of Entry Permit with City, approved on August 31, 2001, granting entry to City-owned property at 3434 Ocean View Boulevard, San Diego, CA (Fire Station #19). The City is willing to Consent to Cingular Wireless LLC's Assignment of Agreement to Pacific Bell Wireless LLC, as well as the Assignment of Right of Entry Permit to Pacific Bell Wireless LLC as Permittee.

NOW THEREFORE, in consideration of the mutual covenants contained in this consent to Assignment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Assumption. Assignee expressly assumes and agrees for the benefit of the City to be bound by, and to conform and comply with, every obligation of Assignor under the Right of Entry Permit.

2. Subsequent Assignments. This Consent to Assignment does not constitute a consent to any Assignee subletting or assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of the City to any assignment of Permit.

3. Holdover. Assignee acknowledges that the Permit is currently on holdover. This Consent to Assignment does not, in any way, grant Assignee any extension of the term of the Permit.

4. Default Under the Permit. In the event of breach by Assignee of any terms of the Permit, the Permit shall be subject to immediate termination by City. In event of any inconsistency between the terms of Consent to Assignment and Right of Entry Permit, the terms of the Permit shall prevail. City may proceed directly against Assignee, any guarantors or anyone else liable under the Permit without first exhausting City's remedies against any other person or entity liable under the Permit.

5. Hold Harmless. Assignee shall assume the defense of, indemnify, and hold harmless City, its elected officials, officers, representatives, agents, and employees from all claims, expenses, and liability of every nature, directly or indirectly arising from or alleged to have arisen from the operations conducted on the premises under the Permit the condition of the premises or from any act or omission of Assignee, his agents, and invitees; provided, however, Assignee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence or sole willful misconduct of the City, its agents, officers or employees.

6. Insurance. Assignee shall be insured by an insurance carrier acceptable to the City against loss from public liability arising from the use or condition of or operation conducted on or from premises under the Permit. Minimum coverage shall be two million dollars ($2,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with City, and by separate endorsement, shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to City by the insurance company.

7. General Provisions.

   i. Controlling Law. The terms and provisions of this Consent to Assignment will be construed in accordance with and will be governed by the laws of the State of California.

   ii. Captions. Captions to the sections in this Consent to Agreement are included for convenience only and do not modify any of the terms of this Consent to Assignment.

   iii. Capitalized Terms. All terms spelled with initial capital letters in this Consent to Assignment that are not expressly defined in this Consent to

Assignment will have the same respective meaning given such terms in the Permit.

iv. Entire Agreement; Waiver. This Consent to Assignment constitutes the final, complete, and exclusive statement between the parties to this Consent to Assignment pertaining to the terms of the City's Consent to Assignment supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent to Assignment by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent to Assignment. Any agreement made after the date of this Consent to Assignment is ineffective to modify, waive or terminate this Consent to Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this consent, and specifically states that agreement modifies this Consent to Assignment.

v. Attorney Fees. If any party commences litigation against any other party for the specific performance, for damages for the breach or for the enforcement of any remedy pursuant to this Consent to Assignment, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.

vi. Waiver. Nothing contained in this Consent to Assignment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Permits.

vii. Notice. Any notice that may or must be given by any party under this Consent to Assignment will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to City or Assignee shall be sent to the respective address set forth on the signature page below, or such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 7.vii. A notice sent pursuant to the terms of this Section 7.vii shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

viii. Numbers. All words in the singular number shall include the plural, when the tense requires.

City, Assignor, and Assignee have executed this Consent to Assignment as of the date shown.

CINGULAR WIRELESS, LLC
("Assignor")

Date 3/9, 2006

By: _____
Name: Brian Wilson
Director - Partnerships/MLAs
Title: _____

MAR 0 9 2006

Address of Assignor: 6100 ATLANTIC BOULEVARD, MAILCODE: GAN02, NORCROSS, GA 30071

TMO CA/NV, LLC, fka PACIFIC BELL WIRELESS, LLC
("Assignee")

Date March 13, 2006

By: _____
Name: Lauren Venezia
Title: Vice President - Legal Affairs

Address of Assignee: 12920 S.E. 38th St, Bellevue, WA 98006

CITY OF SAN DIEGO

Date 3/15, 2006

By: _____
James T. Waring, Deputy Chief
Land Use and Economic Development

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Date 4/5, 2006

By: _____
Deputy City Attorney

VB/cj
2/22/06
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EXHIBIT A

ASSIGNMENT AGREEMENT
FROM
CINGULAR WIRELESS LLC
TO
PACIFIC BELL WIRELESS LLC
AS TO CERTAIN LEASES

THIS ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into as of this 5th day of January, 2005 at 8:00AM Eastern standard time (the "**Effective Date**") by and between CINGULAR WIRELESS LLC, a Delaware limited liability company ("Assignor"), and PACIFIC BELL WIRELESS LLC, a Nevada limited liability company ("Assignee").

BACKGROUND

WHEREAS, Assignor has entered into those certain contracts, leases and agreements more particularly described on Schedule 1 (the "Leases") and wishes to transfer all of its rights, title and interest in and to such Leases to Assignee.

B. Assignor is desirous of assigning all of its rights, title and interest in and to said Leases to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. Assignment; Acceptance of Assignment.

1.1 Assignment. Assignor hereby contributes, transfers, grants, bargains, sells, and conveys, assigns and relinquishes to Assignee all of Assignor's right, title and interest in and to the Leases (the "**Lease Assignment**"). Assignor represents and warrants that it has all requisite company power and authority to enter into and to perform its obligations under this Agreement and to make the Lease Assignment.

1.2 Assignee Acceptance. Assignee hereby accepts the Lease Assignment by Assignor and assumes all rights and obligations of Assignor under the Leases and agrees to comply with all terms and conditions of the Leases.

2. Limited Warranty and Disclaimer. Except as set forth herein, as between Assignor and Assignee, the Leases are assigned to Assignee on an "AS IS" basis without any representations or warranties.

EXCEPT AS SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

3. Miscellaneous.

3.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.2 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of Delaware.

3.3 Entire Agreement. This Agreement (including the Schedules referred to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties hereto and their successors and assigns any rights or remedies hereunder.

3.4 Rights under Interest Purchase Agreement. Nothing herein, including without limitation the provisions of Section 2 or Section 3 hereof, shall limit or restrict any rights of Omnipoint Communications Inc. or T-Mobile USA, Inc. or their successors and assigns or Cingular Wireless LLC or SBC Wireless LLC or their successors and assigns under the Interest Purchase Agreement or the documentation executed in connection with the closing thereunder.

[Signatures on the following page].

SIGNATURE PAGE — ASSIGNMENT AGREEMENT AS TO INCLUDED LEASES
(TRANSFER INTO PBW)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

CINGULAR WIRELESS LLC

By: _____
its authorized representative

Name: Sean P. Foley

Title: Vice President – Treasurer and Corporate Development

PACIFIC BELL WIRELESS LLC

By: _____
its authorized representative

Name: Sean P. Foley

Title: Vice President – Treasurer and Corporate Development

APPROVED

CAV

Attorney Initials

ACKNOWLEDGEMENT OF SIGNATURE OF CINGULAR WIRELESS LLC — ASSIGNMENT AGREEMENT AS TO INCLUDED LEASES (TRANSFER INTO PBW)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Georgia)
COUNTY OF ~~Fulton~~) DeKalb

On 1/4/05 before me, Paul A. Alarcon, a notary public in and for said County and State, personally appeared Sean P. Foley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

PAUL A. ALARCON
Notary Public, State of Georgia
DeKalb County
My Commission Expires December 13, 2006

PAUL A. ALARCON
Notary Public State of Georgia
DeKalb County
My Commission Expires December 13, 2006

ACKNOWLEDGEMENT OF SIGNATURE OF PACIFIC BELL WIRELESS LLC—ASSIGNMENT AGREEMENT AS TO INCLUDED LEASES (TRANSFER INTO PBW)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Georgia)
COUNTY OF ~~Fulton~~) DeKalb

On 1/4/05 before me, Paul A. Alarcon, a notary public in and for said County and State, personally appeared Sean P. Foley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

PAUL A. ALARCON
Notary Public, State of Georgia
DeKalb County
My Commission Expires December 13, 2006

PAUL A. ALARCON
Notary Public State of Georgia
DeKalb County
My Commission Expires December 13, 2006

SCHEDULE 1

LEASES

Those certain leases in and to the following locations and further described below:

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CM-253-02	Gas Recovery Systems	20662 Newport Coast Drive	Irvine	CA
LV-095-01	AAT Communications Corporation	Parcel #177-03	Las Vegas	NV
LV-159-02	Faith Community Lutheran Church, a LCMS fellowship	2700 South Town Center Drive	Las Vegas	NV
SC-104-01	New Age Kaliedoscope	27741 Crown Valley Parkway	Mission Viejo	CA
SF-075-05	Public Utilities Commission of the City and County of San Francisco	SFWD Trousdale Gate	Millbrae	CA
BC-512-01	The City of Citrus Heights	6315 Fountain Square Dr.	Citrus Heights	CA
BC-912-01	Lincoln Unified School District	2010 W. Swain Road	Stockton	CA
CC-550-01	Butler Amusements, Inc.	14049 Hwy. 33	Santa Nella	CA
CM-419-01	Garden of Champions LLC	44-950 Eldorado Drive/78-200 Miles Road	Indian Wells	CA
CV-756-01	Jacalyn A. Norton	28099 Highway 41	Coarsegold	CA
LA-428-11	Department of Water and Power of the City of Los Angeles	18100 1/2 San Fernando Mission Blvd.	Northridge	CA
LA-680-08	Public Storage Institutional Find II	315 4th Avenue	Venice	CA
LV-110-05	Las Vegas University Gardens LLC	4632 S. Maryland Pkwy	Las Vegas	NV
LV-123-01	Irma L. Huerta	155 W. Water	Las Vegas	NV
LV-142-01	Pecos 215 LLC	3290 Oleta Ave	Las Vegas	NV
LV-325-01	United States Department of the Interior Bureau of Reclamation	APN #208-06-013	Boulder City	NV
SA-861-01	Charles D. Fields	21602 S. Carrolton Road	Ripon	CA
SC-805-01	Premier Business Centers	4199 Campus Drive, Suite 24	Irvine	CA
SD-496-02	The City of San Diego	3434 Ocean View Boulevard	San Diego	CA
SF-427-01	Victoria Residential Association	601 Hayes Lane	Petaluma	CA
SF-446-01	Frederick K. Coburn and Marina E. Coburn, husband and wife	800 Warrington Road	Santa Rosa	CA

Site Name	Property Owner	Street Address	City	State
SF-456-01	KQED Inc.	2601 Mariposa Street	San Francisco	CA
SF-966-02	San Jose Unified School District	2105 Cottle Avenue	San Jose	CA
SM-112-01	Hosanna Chapel of Bellflower, Inc.	16705 Bellflower Blvd.	Bellflower	CA
SM-113-03	Armony Family Trust	17600 Bellflower Blvd.	Bellflower	CA
SM-116-01	Thomas Panno and Tony Magauet as joint tenants	1506 E. Broadway	Long Beach	CA
SM-117-04	Victoria Colonna, as Trustee, for the Victoria Colonna Revocable Trust Agreement Dated June 10, 1987	200 Nieto Ave.	Long Beach	CA
SM-137-01	Abundant Life Christian Church	3500 South Normandie Avenue	Los Angeles	CA
VY-012-03	U.S. Department of the Interior	801 Redding Canyon Road	Bishop	CA
VY-111-01	Public Storage, Inc.	4002 N. Mission Rd	Los Angeles	CA
VY-187-02	Lewis B. Young and James L. Young	P.O. Box 10078	Lancaster	CA
VY-213-01	Roger Coughenour and Karen Coughenour, as Joint Tenants	16409 Palm Avenue	Wasco	CA
VY-215-02	John T. Harris and Carol J. Harris, Trustees of the Harris 1993 Revocable Living Trust, as to an undivided 1/2 interest and Wanda F. Nickell, as Trustee of the Wanda F. Nickell 1999 Living Trust, as to an undivided 1/2 interest	3315 Henry Lane	Bakerfield	CA
CM-457-02	Annette J. Fouchey	4451 Old Woman Springs Road	Yucca Valley	CA
LV-451-12	Babb Investment Co.	9900 Shiloh School Rd	Las Vegas	NV
SA-846-01	Paul Raj and Rejesh Chopra, as joint tenants	3624 Washington Rd	Ceres	CA
SA-861-01	Charles D. Fields	21602 S. Carrolton Road	Ripon	CA