

When Recorded Return To:
Golden State Towers
125 Ryan Industrial Court
Suite 109
San Ramon, CA 94583
Attn: Susan Densmore
Re: WA-0178 Baker Heights



200303190152
Skagit County Auditor

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FIRST AMERICAN TITLE CO.

66216-3

**OPTION AND LAND LEASE ASSIGNMENT AND ASSUMPTION
AGREEMENT**

THIS OPTION AND LAND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 11th day of February, 2003, between The Alaris Group, LLC, a California limited liability company (the "Assignor"), and GoldenState Towers, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor is a party to that certain Option and Land Lease specified in Schedule A hereto (the "Lease");

WHEREAS, the Lease encumbers real property more specifically described in Exhibit A and Exhibit A-1 attached hereto (the "Site"). A depiction of the Site is shown on Exhibit B hereto;

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 4, 2003, pursuant to which the Assignor agreed to sell, assign, transfer, and convey to Assignee, and Assignee agreed to acquire and assume, among other things, the Lease; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement the parties desire to effect the assignment to Assignee of the Lease by Assignor's execution and delivery of this Agreement evidencing the vesting in Assignee of all right, title, and interest in and to the Lease.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption.

1.1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes and takes from Assignor, all right, title and interest in and to the Lease.

1.2. Assumption. Assignee hereby assumes, and agrees to pay, perform, and discharge when due, all liabilities in respect of payment, performance, and other obligations under the Lease and no other liabilities; provided, however, that the Assignee does not hereby assume any liability relating or arising from the breach or violation by Assignor of the Lease prior to the date hereof.

2. General Provisions.

2.1. Terms of the Purchase Agreement Control. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of the Assignor or the Assignee set forth in the Purchase Agreement.

2.2. Construction; Severability. All section headings used hereby are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary, or limit the express provisions hereof. In the event that any provision of this Agreement shall, for any reason, be held violative of any applicable law, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

2.3. Miscellaneous. This Agreement (a) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2.4. Amendment and Termination. This Agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.



ASSIGNEE:

GOLDENSTATE TOWERS, LLC

By: *John F. Ricci*
Name: John F. Ricci
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On FEB 4, 2003, before me, Susan Densmore, Notary Public, personally appeared John F. Ricci,

- personally known to me, or
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notary Seal]

WITNESS my hand and official seal.

Susan Densmore
Notary Public
My Commission Expires 12/26/03



SCHEDULE A

Option & Land Lease, dated September 27, 2001, by and between Rose Ann Hilde and SBA Properties, Inc.

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EXHIBIT A-1
LEGAL DESCRIPTION OF PARENT PARCEL
CONTAINING LEASED AREA

Parcel A: That portion of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying east of the county road, and that portion of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying east of the county road, EXCEPT that portion as conveyed to F. J. Young by deed dated June 27, 1922, and recorded October 10, 1922 in Volume 127 of Deeds, page 569, records of Skagit County, Washington. Together with the right of way as reserved in the aforesaid deed. All in Section 14, Township 34 North, Range 4 East, W.M.

Parcel B: The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 34 North, Range 4 East, W.M., LESS road rights of way.



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EXHIBIT A

UNOFFICIAL DOCUMENT

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LEASE AREA DESCRIPTION

A LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CELLULAR SITE IN THAT PORTION OF THE FOLLOWING:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED OCTOBER 22, 1921 AND JULY 30, 1968, IN VOLUME 123 OF DEEDS, PAGE 219 AND AUDITOR'S FILE NO. 716458, RESPECTIVELY.

PER FIRST AMERICAN TITLE COMMITMENT NO. 0066216.

LEASE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY;
THENCE ALONG THE EAST LINE THEREOF SOUTH 00°17'12" WEST 204.02 FEET;
THENCE NORTH 89°42'48" WEST 218.66 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 57°12'41" WEST 100.00 FEET;
THENCE SOUTH 32°47'19" WEST 80.00 FEET;
THENCE SOUTH 57°12'41" EAST 100.00 FEET;
THENCE NORTH 32°47'19" EAST 80.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 8000 SQUARE FEET, MORE OR LESS.

BEARINGS REFERENCED TO WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE NAD 83/91.



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EXHIBIT A-1

UNOFFICIAL DOCUMENT

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EXHIBIT B

DEPICTION OF THE SITE

UNOFFICIAL DOCUMENT

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