

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of the date the last of the parties executes this Agreement (“**Effective Date**”), between **FRONTIER CALIFORNIA INC., a California corporation** (“**SELLER**”), and **COUNTY OF SAN BERNARDINO, a public body, corporate and politic** (“**BUYER**”).

RECITALS

A. The SELLER is the owner of the fee simple interest in that real property known by Assessor Parcel Number 3106-202-09, containing approximately 19 acres of land improved with three commercial buildings totaling approximately 76,990 square feet, as more particularly described in the legal description attached hereto as Exhibit “A” (“**Property**”), which buildings are commonly referred to as follows:

- i. 16071 Mojave Drive, Building A, Victorville, CA 92395, containing an administrative facility measuring approximately 27,342 square feet
- ii. 16071 Mojave Drive, Building B, Victorville, CA 92395, containing an administrative facility measuring approximately 17,179 square feet
- iii. 15168 La Paz Road, Building D, Victorville, CA 92395, containing a call center facility measuring approximately 32,469

B. In lieu of BUYER’s condemnation of the Property, SELLER agrees to sell and BUYER agrees to purchase the Property on the terms and conditions as more specifically set forth in the Agreement, subject to the “Lease-Back Lease” as defined in Section 1.2(a) below and the “Easement Agreement” as defined in Section 3.3 below.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the SELLER agrees to sell to BUYER, and BUYER agrees to purchase from the SELLER, the Property as described in the legal description attached hereto Exhibit “A” in lieu of BUYER’s condemnation of the Property. Such sale excludes all recorded easements and other rights of record running in favor of SELLER or its affiliates in connection with its operations as a provider of telecommunications services.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER'S right, title, and interest to the Property, is the sum of TWO MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$2,500,000.00) ("**Purchase Price**"), which shall be deposited with Escrow Holder in accordance with this Agreement.

(a) Lease-Back Lease. If the Closing (defined in Section 3.1 below) occurs, then BUYER shall lease the Property to SELLER, and SELLER shall lease the Property from BUYER, immediately after the Closing according to the terms and conditions set forth in Exhibit "C" attached hereto (the "**Lease-Back Lease**").

1.3 Independent Consideration Payment. Within ten (10) business days of the opening of escrow, BUYER shall deliver to SELLER the sum of ONE HUNDRED and 00/100 DOLLARS (\$100.00) (the "**Independent Consideration Payment**"), as consideration for BUYER's right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period and for SELLER's execution, delivery and performance of this Agreement. The Independent Consideration Payment is non-refundable and shall be retained by SELLER notwithstanding any other provision of this Agreement.

1.4 Within ten (10) business days following the Effective Date of this Agreement, BUYER shall deliver to First American Title Insurance Company, attention: Maria Martinez, Escrow Officer ("**Escrow Holder**") an executed copy of this Agreement.

2. DUE DILIGENCE REVIEW.

2.1 Inspections. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property until the expiration of the Due Diligence Period (or earlier termination of this Agreement) in accordance with the terms and conditions set forth in that certain Inspection and Confidentiality Agreement attached hereto as Exhibit "E" and incorporated herein by this reference. The "**Due Diligence Period**" shall mean the sixty (60) business day period following the Effective Date. All inspections shall be performed by BUYER at BUYER's sole cost and expense. SELLER expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact, and other matters in any other written or oral communications transmitted or made available to BUYER. BUYER shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit, or regulation or any other attribute or matter relating thereto.

2.2 Natural Hazard Disclosure. BUYER hereby bears the cost of and instructs Escrow Holder, or an affiliate thereof (who, in such capacity, is herein called the "**Natural Hazard Service**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of providing a Natural Hazard Disclosure Report for the Property with mandated natural hazard property disclosures. The written report prepared by the Natural Hazard Service shall be provided to BUYER.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason, including its review of the Preliminary Title Report (as defined below), BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder (“**Due Diligence Termination Notice**”) on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER’s Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 2.3. Upon any termination of this Agreement for any reason, and other than either party’s default hereunder (i) each party shall execute such documents as Escrow Holder may reasonably require to evidence such termination, (ii) Escrow Holder shall charge its fees and expenses to BUYER, (iii) subject to the provisions of clause (ii) above, Escrow Holder shall return all documents and funds to the party who deposited them, (iv) BUYER shall return to SELLER all documents delivered to it by SELLER relating to the Property, and (v) all obligations of either party relating to this Agreement and the Property shall terminate except for (aa) the indemnities set forth herein, and (bb) the provisions in this Agreement that expressly survive the termination of this Agreement.

2.4 Review of Title. BUYER acknowledges receipt of a preliminary title report of the Property prepared by First American Title Insurance Company (“**Title Company**”) and such underlying title documents (collectively, the “**Preliminary Title Report**”) and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy (“**Survey**”) at BUYER’s sole cost and expense. If BUYER becomes aware of a new exception to the Preliminary Title Report after the expiration of the Due Diligence Period but prior to the Closing (as defined below), then BUYER’s sole and exclusive remedy shall be to terminate this Agreement in which case the provisions set forth in Section 2.3 above shall apply to the extent not inconsistent with this sentence.

2.5 Easement Agreement Exhibits. Prior to the expiration of the Due Diligence Period, SELLER shall deliver to BUYER exhibits to the Easement Agreement (as defined in Section 3.3 below), including, without limitation, the legal description and depictions of the easements to be reserved thereby, for BUYER’s approval. SELLER acknowledges that BUYER’s intended use of the Property is as a secured law enforcement facility. Subject to BUYER’s need to secure and maintain access control to the Property, BUYER shall not unreasonably withhold approval of the Easement Agreement. Upon approval by BUYER, prior to the expiration of the Due Diligence Period, such exhibits shall be attached to the execution version of the Easement Agreement for recordation.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow (“**Escrow**”) to be established with the Escrow Holder referred to in Section 1.4. Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder’s acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) days following the expiration of the Due Diligence

Period (“**Closing Date**”), provided, however, that SELLER shall have the right to extend the Closing Date for up to sixty (60) days on notice to BUYER and Escrow Holder to be given at least seven (7) days before the originally scheduled Closing Date. The terms “**Close of Escrow**” and/or the “**Closing**” shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with the Escrow Holder’s Standard Provisions attached hereto as Exhibit “D” and incorporated herein by this reference, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s Standard Provisions, this Agreement shall prevail.

3.3 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit “B” (“**Grant Deed**”), executed and acknowledged by SELLER; (ii) a certificate that SELLER is not a “foreign person” within the meaning of Internal Revenue Code §1445, executed by SELLER; (iii) an original of the Closing Statement described in Section 3.5, executed by SELLER; (iv) a Certificate and Indemnity in the form attached as Exhibit “F” if required by the Title Company to issue the Title Policy (SELLER shall have no obligation to provide any other or further title affidavit, certification or indemnity); and (v) the Easement Agreement in the form attached as Exhibit “G” and containing the exhibits to be approved during the Due Diligence Period (the “**Easement Agreement**”) executed and acknowledged by SELLER.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) the Purchase Price; (ii) the escrow costs and prorations for which BUYER is responsible pursuant to this Agreement; (iii) an original of the Closing Statement described in Section 3.5, executed by BUYER; (iv) the Easement Agreement executed and acknowledged by BUYER; and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) business days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement (“**Closing Statement**”) on Escrow Holder’s standard form indicating, among other things, Escrow Holder’s estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed and the Easement Agreement to be recorded with the Recorder’s Office in San Bernardino County, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in San Bernardino County, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.7 Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER's proceeds, the full amount of the installment applicable for the period in which Closing occurs. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and BUYER shall reasonably cooperate with SELLER's efforts to obtain said refund. The provisions set forth in this Section 3.7 shall survive the Closing and shall not be merged with the Grant Deed.

3.8 Payment of Costs. BUYER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by the BUYER; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party

pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.10 Conditions to Close of Escrow.

3.10.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**SELLER Conditions to Closing**”):

(a) *Delivery of Document and Funds.* BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property including, without limitation, the Lease-Back Lease and the Easement Agreement. BUYER shall have deposited with Escrow Holder the Purchase Price, the escrow and closing costs that BUYER is responsible to pay, and all other sums required of BUYER by this Agreement.

(b) *Representations and Warranties.* All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) *No Default under the Agreement.* BUYER shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**BUYER Conditions to Closing**”):

(a) *Delivery of Documents and Funds.* SELLER shall have executed and deposited into Escrow the Grant Deed, the escrow and closing costs for which SELLER is responsible to pay, and all other sums required of SELLER by this Agreement.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten [10] business days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price (“**Title Policy**”), subject only to the following (collectively, the “**Approved Title Exceptions**”): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through, or under BUYER; (iv) items disclosed by the Survey or

Preliminary Title Report (including any supplements) or, if BUYER fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property (v) the Lease-Back Lease; and (vi) the Easement Agreement. The issuance of an ALTA extended coverage policy shall not be a condition precedent to BUYER's obligation to close the Escrow, and BUYER shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by BUYER, at BUYER's sole cost and expense, shall not be a condition precedent to BUYER's obligation to close this Escrow and BUYER acknowledges that BUYER is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period.

(c) *CEQA*. The requirements under the California Environmental Quality Act, as amended, shall have been complied with by BUYER.

(d) *Representations and Warranties*. All representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) *No Default under Agreement*. SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

(f) *Encumbrances*. There are no encumbrances on the Property except for Approved Title Exceptions.

3.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition. However, decisions authorized to be made in the sole discretion of either BUYER or SELLER shall be final and not subject to review or challenge on any basis.

3.10.4 Waiver. SELLER may at any time or times, at its election, waive any of the SELLER Conditions to Closing set forth in Section 3.10.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by SELLER and delivered to BUYER. BUYER may at any time or times, at its election, waive any of the BUYER Conditions to Closing set forth in Section 3.10.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by BUYER and delivered to SELLER.

3.10.5 Escrow Termination. In the event each of the SELLER Conditions to Closing set forth in Section 3.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by SELLER pursuant to Section 3.10.4, and provided SELLER is not in default of this Agreement, SELLER may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the BUYER Conditions to Closing set forth in Section 3.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by BUYER pursuant to Section 3.10.4, and provided BUYER is not in default of this Agreement, BUYER may at its option terminate this Agreement and the Escrow opened

hereunder. In addition, in the event that each of the BUYER Conditions to Closing set forth in Section 3.10.2 is not fulfilled or waived by BUYER (pursuant to Section 3.10.4) on the Closing Date, and provided SELLER is not in default of this Agreement, SELLER may at its option terminate this Agreement and the Escrow opened hereunder. No termination under this Agreement shall release either party then in default from liability for such default.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) SELLER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which SELLER is a party or by which it is bound.

(b) SELLER has the full right, power, and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of SELLER.

(c) SELLER is not a "foreign person" within the meaning of Internal Revenue Code §1445.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) BUYER has the full right, power, and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

5. AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.

BUYER acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. SELLER makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report, or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, moratoriums, economic feasibility,

developability, or any other matter relating to BUYER's proposed use or development of the Property. Notwithstanding Section 4.1(d) above, BUYER shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. BUYER acknowledges and agrees that the purchase of the Property will be on the basis of BUYER's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and BUYER's investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof, or the availability of governmental permits or approvals of any kind. BUYER agrees that SELLER shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and BUYER accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by SELLER, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. SELLER expressly disclaims, which BUYER hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

SELLER shall have the right to, but shall not be obligated to, remove from the Property any items of personal property owned by SELLER. Such removal shall not affect the amount of the Purchase Price or any other terms or conditions of this Agreement. BUYER acknowledges and agrees that such personal property may be or contain Hazardous Materials (as defined below) and that for purposes of this Agreement any such personal property left on the Property shall be deemed part of the Property and shall be subject to the disclaimers set forth above and the releases set forth below and elsewhere in this Agreement.

Except for claims for a breach of the representations and warranties of SELLER provided in this Agreement, BUYER for itself and on behalf of each of its successors (collectively, the "**Releasers**") by this general release of known and unknown claims (this "**Release**") hereby irrevocably and unconditionally releases and forever discharges SELLER and its officers, officials, employees, agents, and representatives (collectively, the "**Releasees**") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasers now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property. BUYER acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER’s Initials: _____

As used in this Agreement, the following terms shall have the meaning ascribed below:

“Environmental Law” shall mean all applicable past, present, or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation, or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water, and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“**CERCLA**”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“**RCRA**”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal, or local statutes, laws, or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

“**Hazardous Material(s)**” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate, or classify substances by reason of properties

harmful to health, safety or the indoor or outdoor environment; (b) any material, substance, or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic, or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California, or any agency of the United States Government; (c) asbestos, and asbestos containing material; (d) oil, petroleum, petroleum based products, and petroleum additives and derived substances; (e) urea formaldehyde foam insulation; (f) polychlorinated biphenyls (PCBs); (g) freon and other chlorofluorocarbons; (h) any drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (i) mold, fungi, viruses, or bacterial matter; and (j) lead-based paint.

If, prior to the expiration of the Due Diligence Period, either SELLER or BUYER determines that a legally unacceptable level, according to applicable governmental standards, of Hazardous Material exists on or under the Property, then BUYER may, in BUYER's sole discretion, terminate this Agreement. In such case, BUYER shall bear its own inspection costs, and the provisions of Section 2.3 shall apply. If BUYER elects not to so terminate this Agreement, then SELLER may, in SELLER's sole discretion, elect to do any of the following: (1) terminate this Agreement, in which event the provisions of Section 2.3 shall apply; (2) commence to remediate such Hazardous Material from the Property in which event the Close of Escrow shall be delayed until following SELLER's completion of such remediation; (3) remediate such Hazardous Material after the Closing which option shall be subject to SELLER and BUYER entering into a mutually acceptable remediation agreement within thirty (30) days, failing which SELLER shall have the right to terminate this Agreement in which event the provisions of Section 2.3 shall apply; or (4) take no action with respect to any such Hazardous Material. If SELLER commences to remove such Hazardous Material, SELLER shall thereafter diligently proceed with such removal at SELLER's sole cost and expense, and in accordance with all applicable laws, rules, and regulations. If SELLER elects to remove such Hazardous Material pursuant to this section, then upon completion of such removal, SELLER shall deliver to BUYER and to Escrow Holder notice stating that such removal has been completed. Within thirty (30) days following BUYER's receipt of such notice, BUYER shall inspect the Property in order to determine the presence or absence of Hazardous Material on or under the Property; provided, however, that SELLER shall have the right to reasonably approve BUYER's agent who is to conduct such inspection. If such inspection reveals that the level of Hazardous Material remaining on or under the Property is at or less than the allowable level under applicable governmental rules or regulations, then BUYER shall be obligated to proceed to the Close of Escrow, and the Close of Escrow shall occur upon the first to occur of (1) the Closing Date, if such removal of Hazardous Material is completed at such time, or (2) within fifteen (15) days following BUYER's inspection.

6. DEFAULTS.

6.1 Institution of Legal Actions. If the Closing does not occur as a result of the default of either BUYER or SELLER, then the non-defaulting party's sole and exclusive remedy shall be to institute an action at law or equity to seek specific performance of the terms of this Agreement, and BUYER and SELLER hereby each waive their rights to commence any other kind of action or seek any other relief at law or equity on account of such failure to close. Such

specific performance actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

6.2 Interference. Notwithstanding Section 6.1 above, if SELLER terminates this Agreement pursuant to a right given to it hereunder and BUYER takes any action which intentionally interferes with SELLER's ability to sell, exchange, transfer, lease, dispose of or finance the Property, or takes any other actions in bad faith with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then the named BUYER (and any assignee of BUYER's interest hereunder) shall be liable for, and indemnify and hold harmless SELLER from and against, any and all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by SELLER by reason of such action by BUYER. The provisions of this Section 6.2 shall survive the termination of this Agreement. This section not apply to BUYER's exercise of its police powers or any action taken by BUYER to protect the health, safety, or welfare of the public as determined in the sole discretion of BUYER.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7. MISCELLANEOUS.

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (b) registered or certified U.S. Mail, postage prepaid, return receipt requested, or (c) electronic mail, provided that a hard copy of such notice, request, demand or other communication is sent via one of the other methods set forth above within twenty-four hours. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To SELLER: FRONTIER CALIFORNIA INC.
Attn: Real Estate Services
21 West Avenue
Spencerport, NY 14559
Email: Kelley.Stewart@ftr.com

With a copy to: McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attention: Joan A. Wolff, Esq.
Email: jwolff@mcguirewoods.com

To BUYER: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Attention: Terry W. Thompson, Director
Email: Terry.Thompson@res.sbcounty.gov
Email CC: Brandon.Ocasio@res.sbcounty.gov

With a copy to: County of San Bernardino
Probation Administration
175 West Fifth Street
San Bernardino, CA 92415
Attention: Thomas Kamara, Director of Probation
Administration
Email: Thomas.Kamara@prob.sbcounty.gov

TO ESCROW HOLDER: First American Title
777 S. Figueroa Street, 4th Floor
Los Angeles, CA 90017
Attention: Maria Martinez, Escrow Officer
Email: MariaMartinez@firstam.com

Each notice shall be deemed delivered on the date delivered if by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses. Any notice may be given by either party or such party's attorney.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 7.10 ("**Real Estate Brokerage Commission**").

7.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assignable by BUYER to any other party without the prior written consent of SELLER, which consent SELLER may withhold in its sole discretion. For purposes of this Section, any agreement entered into between BUYER and a third party prior to the Close

of Escrow to sell or otherwise transfer any interest in the Property, including, without limitation, the execution of escrow instructions contemplating such a sale or transfer shall be deemed an assignment. Any such assignment without SELLER's consent as provided herein, shall be deemed a material breach of this Agreement, and SELLER, may, in SELLER's sole discretion, elect to terminate this Agreement, in which case this Agreement shall be null and void, and BUYER shall have no further rights hereunder.

7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.

7.6 Prohibited Persons and Transactions. BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. In connection with this Agreement, BUYER and SELLER agree to comply with the sanctions programs administrated by the U.S. Department of Treasury's Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. BUYER and SELLER each represent and warrant to each other that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

7.7 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday, or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

7.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

7.9 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.10 Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this

transaction except CBRE, Inc. representing SELLER. SELLER shall pay CBRE, Inc., a broker commission pursuant to the terms of a separate agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

7.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. Facsimile signatures and signatures sent in PDF format shall be treated and have the same effect as original signatures.

7.12 Exhibits. Exhibits "A," "B," "C," "D," "E," "F," and "G" are attached to this Agreement are incorporated herein by this reference and made a part hereof.

8. Condemnation; Damage and Destruction.

8.1 Condemnation. So long as this Agreement is in effect, BUYER shall not seek to condemn all or any part of the Property. For condemnations by all other governmental authorities, this Agreement is subject to the provisions of California Civil Code Sections 1662 (the "**Statute**"). For the purposes of the Statute, a taking by eminent domain of any portion of the Property shall be deemed to affect a "material part" if the taking exceeds ten percent (10%) of the gross land area of the Land. It is hereby understood that in the event of a taking of a "material part" of the Property, then BUYER shall not be obligated to proceed to the Close of Escrow hereunder. In the event of such a condemnation of less than a "material part," BUYER and SELLER shall, nonetheless, proceed to Closing without reduction or abatement of the Purchase Price, but SELLER shall assign to BUYER all of SELLER's right to recover from the condemning authority at the Close of Escrow. SELLER agrees that it will, both before and after the Closing Date, execute such documents or instruments and further assurances as BUYER may reasonably request in order to facilitate such recovery by BUYER and SELLER will cooperate in any manner reasonably requested by BUYER. Any such assignment shall be without representation or warranty by SELLER.

8.2 Damage and Destruction. For the purposes of the Statute, damage or destruction to the Property shall be deemed to affect a "material part" if the cost to repair such damage (as reasonably determined by Seller) exceeds \$200,000. If a material part of the Improvements are damaged or destroyed prior to the Close of Escrow, then BUYER shall have the option to either (i) proceed to Closing as promptly as practicable without abatement of the Purchase Price, or (ii) terminate this Agreement by written notice delivered by BUYER to SELLER no later than thirty (30) days after the date of such damage or destruction. BUYER's failure to timely and properly deliver its written notice of termination according to clause (ii) above shall be deemed BUYER's intent to proceed to Closing according to clause (i) above. If BUYER elects to terminate this Agreement according to clause (ii) above, then such termination shall not be deemed to be as a result of the default of either BUYER or SELLER and, to the extent applicable, the provisions set forth in Section 2.3 shall apply. BUYER and SELLER hereby waive the provisions of subsection (a) of the Statute with respect to damage and destruction.

9. Post-Closing Assignment. If within twenty-four (24) months after the Close of Escrow (the “**Participation Period**”), BUYER or any assignee of BUYER (“**BUYER’s Assignee**”) enters into an agreement for the sale or transfer of all or any portion of the Property to any party and BUYER or BUYER’s Assignee receives consideration for the sale or transfer whether such consideration is received during or after the expiration of such Participation Period (including cash, property, or any other asset or right with value) in an amount or with a value in excess of the Purchase Price (the “**Threshold Amount**”), then BUYER or BUYER’s Assignee shall immediately upon receipt pay to SELLER a sum equal to one hundred percent (100%) of the amount by which such consideration received by BUYER or BUYER’s Assignee in connection with such sale or transfer exceeds the Threshold Amount, together with one hundred percent (100%) of any interest or other compensation for delayed or deferred payment. The parties acknowledge that the Threshold Amount applies to the sale of the entire Property. If any such sale or transfer affects only a portion of the Property, the parties shall make an equitable allocation of the amount to be paid to SELLER. The provisions of this Section 9 shall survive the Close of Escrow and shall not be merged into the Deed. Notwithstanding Section 6.1, SELLER shall have the right to institute a legal action to recover any amounts owed pursuant to this Section 9.

10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles. The parties agree that any action brought by any party to this Agreement shall be in the San Bernardino County Superior Court. If any action is brought by a third party, the parties agree to use their commercially reasonable efforts to have such action heard in the San Bernardino County Superior Court.

11. Limitation of Liability. BUYER acknowledges and agrees that neither the shareholders, officers, employees nor affiliates of SELLER shall be liable for obligations entered into by or on behalf of SELLER. SELLER shall not be liable for any indirect, incidental, speculative, punitive, special, or consequential damages of any kind including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of profits, losses related to third party claims or any one or more of them arising in any manner from this Agreement or the performance or nonperformance of obligations related thereto regardless of the foreseeability thereof. Notwithstanding anything to the contrary set forth in Section 6.1 above, if prior to the Closing Date BUYER becomes aware of any existing or new item, fact or circumstance which renders a representation or warranty of SELLER set forth herein incorrect or untrue in any material respect (collectively, the “**Representation Matter**”) or that has a material, adverse impact on the value of the Property, then BUYER’s sole remedy shall be the right to terminate this Agreement by providing written notice thereof to SELLER no later than seven (7) business days after BUYER learns of such Representation Matter. If BUYER does not timely terminate this Agreement, then SELLER’s representations and warranties shall be automatically limited to account for the Representation Matter, BUYER shall be deemed to have waived BUYER’s right to pursue any remedy for breach of the representation or warranty made untrue on account of such Representation Matter, and the parties shall proceed to the Close of Escrow. Notwithstanding anything to the contrary contained in this Agreement, BUYER hereby agrees that SELLER’s maximum liability under this Agreement for actual, direct damages shall not exceed \$5,000 in the aggregate and that any action or claim asserted by BUYER against SELLER must be filed (if at all) within twelve (12) months following the Closing, and BUYER

hereby waives any right to bring any such claim or action thereafter. The provisions of this Section 11 shall survive the Closing and shall not merge with the Grant Deed.

12. Nonrecordability. Neither this Agreement nor any memorandum hereof shall be recorded by BUYER and all recordation officers are hereby directed not to record this Agreement. Any recordation by BUYER shall be a default by BUYER hereunder.

13. Acceptance of Grant Deed; Survival. The acceptance of the Grant Deed by BUYER shall be deemed an acknowledgment by BUYER that SELLER has fully complied with all of its obligations hereunder, that all such obligations have terminated and expired, that SELLER is discharged therefrom and that SELLER shall have no further obligation or liability with respect to any of the agreements, warranties or representations made by SELLER in this Agreement, except for those provisions of this Agreement which expressly provide that any obligation of SELLER shall survive the Closing. The provisions of this Section 13 shall survive the Closing.

14. Reservation of Easements. BUYER and SELLER agree to execute and deliver the Easement Agreement as set forth in Section 3.3 and Section 3.4 whereby SELLER will reserve easements across the Property for telecommunications cabling and equipment.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

SELLER:

**FRONTIER CALIFORNIA INC.,
a California corporation**

By: _____

Title: _____

Date: _____

BUYER:

**SAN BERNARDINO COUNTY
a public body, corporate and politic**

By: Curt Hagman
Title: Chairman, Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD

LYNNA MONELL,
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

Michelle D. Blakemore, County Counsel
San Bernardino County, California

By: _____
Robert Messinger
Chief Assistant County Counsel

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2021.

First American Title

By: _____
Maria Martinez, Escrow Officer

EXHIBIT "A"

Legal Description

The Land referred to herein below is situated in the City of Victorville, County of San Bernardino, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 10177, ON FILE IN BOOK 110, PAGES 76 AND 77, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY.

For conveyancing purposes only: APN 3106-202-09

EXHIBIT "B"

Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND MAIL
TAX BILLS TO:

Space Above For Recorder's Use

GRANT DEED

Title Order No. _____
APN No. 3106-202-09

Escrow No. _____

The undersigned grantor declares:

Documentary Transfer Tax is \$_____.

- () computed on full value of property conveyed; or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area; (x) City of Victorville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FRONTIER CALIFORNIA INC., a California corporation, previously known as Verizon California Inc., previously known as GTE California Incorporated, a California corporation as successor by merger to Contel of California, Inc., a California corporation ("Grantor"), hereby GRANTS to the COUNTY OF SAN BERNARDINO, a California municipal corporation ("Grantee"), the following described real property in the County of San Bernardino, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A."

This foregoing grant of real property is subject to (a) that certain Easement Agreement dated concurrently herewith by and between Grantor and Grantee; (b) non-delinquent taxes; and (c) all easements, covenants, conditions and restrictions, and all other matters of record affecting title to such property.

Dated: _____, 2021

FRONTIER CALIFORNIA INC.,
a California corporation

[not for execution]

By: _____

Title: _____

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT "C"

Lease Agreement

This Lease Agreement ("**Lease**") is made by and between the County of San Bernardino ("**Landlord**") and Frontier California Inc. ("**Tenant**") on the terms and conditions set forth below:

1. **PURCHASE AND SALE AGREEMENT:** Landlord and Tenant are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____ (the "**PSA**") whereby Tenant sold the Property (defined below) to Landlord. Landlord and Tenant have agreed that Tenant shall lease-back the Property according to the terms set forth below. Any and all capitalized terms used but not otherwise defined in this Lease will have the meanings ascribed to such terms in the PSA.

2. **PROPERTY:** Landlord hereby leases to Tenant the entirety of certain real property in the City of Victorville, County of San Bernardino, State of California (commonly known as Assessor Parcel Number 3106-202-09), comprising approximately 19 acres of land along with three commercial buildings totaling approximately 76,990 square feet situated thereon (said buildings commonly known as 16071 Mojave Drive, Building A, Victorville, CA 92395, measuring approximately 27,342 square feet for use as an administrative facility, 16071 Mojave Drive, Building B, Victorville, CA 92395, measuring approximately 17,179 square feet for use as an administrative facility, and 15168 La Paz Road, Building D, Victorville, CA 92395, measuring approximately 32,469 square feet for use as a call center administrative facility), which land and buildings shall hereinafter be collectively referred as the "**Property**," as legally described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TERM:** The initial term of the Lease shall be for a period of ninety (90) days, commencing on the Closing Date (as defined in the PSA), unless earlier terminated in accordance with this Lease ("**Initial Term**"). Provided that Tenant is not in default of this Lease (beyond all applicable notice and cure periods) at the time of exercise, Tenant shall have one option to extend the term of this Lease for a period of thirty (30) days following the Initial Term on the same terms and conditions as the Lease but without the payment of any additional Rent (as defined below) to Landlord, by providing Landlord with written notice of the exercise of such extension option no later than the date that is thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the extended term, if any, shall collectively be referred to as the "**Term**." Tenant shall have the option, upon providing written notice to Landlord of not less than ten (10) days prior to the effective termination date, to terminate this Lease at any time during the Term, such termination to be effective upon the date set forth in the notice to Landlord.

4. **RENT & UTILITIES:**

a. Tenant shall pay to Landlord rent for the Property in a one-time amount of ten and no/100 dollars (\$10.00) for the duration of the Initial Term of the Lease and the extended term, if any (the "**Rent**"), which Landlord acknowledges receipt thereof. Tenant shall be responsible, at

its sole cost and expense, to provide utilities and utility services Tenant requires through existing utilities lines and connections at the Property, and pay the service providers directly for such utility services.

b. If Rent or any other monetary sums are not paid when due, and such payment is not made within three (3) days after its due date, Tenant shall pay to Landlord a one-time late payment charge equal to ten percent (10%) of the amount delinquent. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of Tenant's late payment. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord pursuant to this Lease or under any applicable law.

5. **MAINTENANCE:**

a. Tenant acknowledges and accepts the Property in its AS-IS condition without any representations or warranties, express or implied, of any kind whatsoever by Landlord.

b. On or before the expiration of the Term, Tenant shall repair all damage caused by the removal of its personal property and trade fixtures (if any). Upon the expiration or earlier termination of this Lease (for any reason whatsoever), Tenant shall surrender to Landlord the Property in as good a condition as existed on the commencement date of the Initial Term of the Lease, normal wear and tear and casualty loss excluded, and in a broom clean condition, clear of trash and debris, vacant and free of any other tenants. If Tenant does not remove any improvements and alterations made during the Term on or before the expiration of the Term, then Landlord shall have the right to perform such removal, repair any damage caused by such removal, and restore the Property to the condition required by this Lease.

6. **HOLDOVER:** If Tenant retains possession of the Property or any portion thereof after the expiration or earlier termination of the Lease such possession shall be on a month-to-month basis on all of the same terms and provisions of this Lease except that Tenant shall pay Landlord as liquidated damages holdover rent for such holdover period in the amount of \$5,000 per month (pro-rated for partial months) which shall be due monthly in advance. Either party shall have the right to terminate the Lease during the holdover period by giving the other party not less than thirty (30) days prior written notice. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this paragraph shall not be construed as consent for Tenant to retain possession of the Property. Tenant has no right to retain possession of the Property or any part thereof beyond the expiration of the Term or a termination of this Lease.

7. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

a. **Basic Insurance Requirements.** Without in any way affecting Tenant's obligation to defend and indemnify Landlord as herein provided, and in addition thereto, Tenant shall secure and maintain the following types of insurance, with the following minimum limits throughout the Term of this Lease:

(1) Workers' Compensation/Employers Liability. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Tenant and all risks to such persons under this Lease.

If Tenant has no employees, it may certify or warrant to Landlord that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Landlord's Director of Risk Management.

If Tenant is a non-profit corporation, organized under California or Federal law, volunteers for Tenant are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance. Tenant shall carry General Liability Insurance covering all operations performed by or on behalf of Tenant providing coverage for bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Property operations.
- (b) Products and completed operations.
- (c) Property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Commercial Property Insurance. Tenant shall carry Commercial Property Insurance providing all risk coverage for the Property building, fixtures, equipment and all property constituting a part of the Property, including property of others under Tenant's care, custody or control. Coverage shall be on a replacement cost basis.

(4) Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall also include coverage for mobile equipment. The policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Tenant is transporting one or more non-employee passengers in the Tenant's use of the Property or Tenant's performance of its obligations under this Lease, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Tenant owns no autos, a non-owned auto endorsement to the general liability policy described above is acceptable.

(5) Umbrella/Excess Liability Insurance. An umbrella (over primary) or excess liability policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella/excess liability policy shall apply to bodily injury/property damage and personal injury/advertising injury. The coverage shall also apply to automobile liability.

b. Required Policy Provisions. Each of the insurance policies which Tenant is required to procure and maintain as part of this Lease shall include the following provisions:

(1) Additional Insured. All policies, except for the Workers' Compensation, shall contain endorsements naming Landlord and their officers, employees, and agents as additional insureds with respect to liabilities arising out of the Tenant's use of the Property and Tenant's performance of its obligations under this Lease. The additional insured coverage shall be endorsed under the general liability insurance policy using Form CG 2010 and CG 2037, or equivalent.

(2) Waiver of Subrogation Rights. Tenant shall require the carriers of required coverages to waive all rights of subrogation against Landlord, their officers, employees, and agents. Tenant hereby waives all rights of subrogation against Landlord.

(3) Policies Primary and Non-Contributory. All policies required herein, except for the Workers' Compensation and Property insurance policies, are to be primary and non-contributory with any insurance programs carried or administered by Landlord.

(4) Severability of Interests. Tenant agrees to ensure that coverage under the general liability, automobile liability, and property insurance policies is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Tenant and Landlord or between Landlord and any other insured or additional insured under the policy.

(5) Proof of Coverage. Tenant shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESA) administering the Lease evidencing the insurance coverage, including endorsements, as required, prior to the commencement of this Lease, and Tenant shall maintain such insurance from the commencement date of the Term until this Lease is terminated.

(6) Acceptability of Insurance Carrier. Unless otherwise approved by Landlord's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

(7) Deductibles: [Intentionally omitted.]

(8) Insurance Review. Landlord's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Landlord's Department of Risk Management determines that any of the required

insurance is not available, is unreasonably priced, or is not needed to protect the interests of Landlord. Any failure, actual or alleged, on the part of RESD or Landlord to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or Landlord.

(9) Failure to Procure Insurance. All insurance required must be maintained in force at all times by Tenant. Failure to maintain said insurance, due to expiration (without renewal), cancellation, or other reasons shall be cause for termination and for forfeiture of this Lease if Tenant does not reinstate said insurance within ten (10) days of notice to do so.

(10) Premiums. Landlord shall have no liability for any premiums charged for such coverage(s). The inclusion of Landlord as additional named insured is not intended to and shall not make a partner or joint venturer with Tenant in Tenant's use.

(11) Contractors. Tenant agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Property and the performance of Tenant's obligations hereunder, to maintain insurance that is appropriate for covering the contracted operation. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is maintained.

8. **INDEMNIFICATION:** Tenant agrees to indemnify, defend and hold harmless the Landlord and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Lease or first occurring on, in, under or about the Property after the Commencement Date from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Landlord on account of any claim first arising after the Commencement Date except to the extent caused by the negligence or willful misconduct of Landlord, its authorized officers, employees, agents or volunteers. Without limiting the foregoing, Tenant's indemnification obligation does not apply to the Landlord's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Landlord and Tenant acknowledge and agree that, notwithstanding anything to the contrary in this Lease, none of the provisions set forth herein shall affect, modify, or alter the provisions of the PSA, including, without limitation, the releases and waivers of liability set forth therein.

9. **TAXES, ASSESSMENTS AND LICENSES:** Tenant shall pay before delinquency any and all real and personal property taxes, assessments, fees, or charges, including but not limited to possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to Tenant and located in or on the Property. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Tenant is obligated to pay and discharge such taxes. Tenant shall also pay all license or permit fees necessary or required by law for the conduct of Tenant's business or operation.

10. **COMPLIANCE WITH LAWS:** Tenant shall be solely responsible, at its own cost and expense, for compliance with all applicable laws, statutes, ordinances, administrative orders, rules or regulations for the Property, including but not limited to Health, Safety, Fire and Building

Codes and the Americans with Disabilities Act—provided, however, that notwithstanding anything to the contrary in this Lease, Tenant shall not be obligated to make any improvements or alterations to the Property of a capital nature. No inspection of the Property has been performed by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the Property and determine whether the Property complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Property, Landlord may not prohibit the Tenant from obtaining a CASp inspection of the Property for the use by Tenant, if requested by Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Property. In the event Tenant requests that a CASp inspection be performed, the parties hereby agree that the cost of such inspection shall be at the sole cost and expense of Tenant.

11. **ALTERATIONS:** Tenant shall not make any exterior or interior improvements or alterations, whether structural or not, without Landlord's consent, at its sole discretion.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not voluntarily or by operation of law assign Tenant's interest in this Lease or sublease all or any portion of the Property nor allow any other person or entity to occupy or use all or any part of the Property, without first obtaining Landlord's written consent. Tenant shall not encumber Tenant's interest in this Lease or the Property.

13. **LANDLORD ENTRY:** Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times upon not less than three (3) business days prior written notice to inspect the Property for compliance with the Lease. Landlord shall conduct Landlord's activities on the Property pursuant to this paragraph in a manner that will cause minimal inconvenience or disturbance to Tenant. Landlord shall be liable to Tenant for all damages arising out of Landlord's entry on the Property as provided in this paragraph.

14. **TENANT'S DEFAULT:**

a. Tenant shall be in default under this Lease if Tenant fails to perform any of its monetary obligations under this Lease and such failure continues for more than ten (10) days after written notice from Landlord or if Tenant fails to perform any of its other obligations under this Lease and such failure continues for more than thirty (30) days after written notice from Landlord.

b. Upon Tenant's default, Landlord shall have the right to pursue any and all remedies at law and in equity.

15. **NOTICES:** All notices, requests, demands, and other communications required or permitted under this Lease shall be in writing and shall be delivered by either (a) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (b) registered or certified U.S. Mail, postage prepaid, return receipt requested, or (c) electronic mail, provided that a hard copy of such notice, request, demand or other communication is sent

via one of the other methods set forth above within twenty-four hours. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To Tenant: FRONTIER CALIFORNIA INC.
Attn: Real Estate Services
21 West Avenue
Spencerport, NY 14559
Email: Kelley.Stewart@ftr.com

With a copy to: Frontier Communications Corporation
c/o Jones Lang LaSalle Americas Inc.
Attn: Lease Administration
260 Forbes Avenue, Suite 1300
Pittsburgh, PA 15222
Email: kevin.wolf@am.jll.com

Tenant's Emergency Contact: Name: Randy Haggard
Email: Randy.Haggard@ftr.com
Office: (760) 955-2108
Mobile: (909) 731-8231

And

James (Jim) Lambert
Email: James.lambert@ftr.com
Office: (805) 375-4036
Mobile: (805) 208-5351

To Landlord: San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Email: Brandon.Ocasio@res.sbcounty.gov

Landlord's Emergency
Contact:

San Bernardino County
Probation Administration
175 West Fifth Street
San Bernardino, CA 92415
Attention: Thomas Kamara, Director of Probation
Administration
Email: Thomas.Kamara@prob.sbcounty.gov

With a copy to:

San Bernardino County
Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Attention: Terry W. Thompson, Director
Email: Terry.Thompson@res.sbcounty.gov
Email CC: Brandon.Ocasio@res.sbcounty.gov

16. **LAW AND VENUE:** This Lease shall be construed and interpreted in accordance with the laws of the State of California. The parties acknowledge and agree that this lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this lease will be the Superior Court of California, County of San Bernardino, San Bernardino.

17. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 8 (Indemnification).

18. **INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

19. **WAIVERS:** No waiver by either party of any provisions of this lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

20. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this lease or any other portion thereof.

21. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this lease, will survive the termination of this lease.

22. **ENTIRE AGREEMENT:** This Lease contains all agreements of the parties with respect to the Property and supersedes any previous negotiations. There have been no representations made by either party or understandings made between the parties other than those set forth in this Lease.
23. **AMENDMENTS:** This Lease may not be modified except by a written instrument duly executed by the parties.
24. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.
25. **PROHIBITED PERSONS AND TRANSACTIONS:** In connection with the Lease, Landlord and Tenant agree to comply with the sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Landlord and Tenant each represent and warrant to each other that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.
26. **EXECUTION IN COUNTERPART:** This Lease may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. Facsimile signatures and signatures sent in PDF format shall be treated and have the same effect as original signatures.

[END OF LEASE TERMS]

**LANDLORD:
SAN BERNARDINO COUNTY**

**TENANT:
FRONTIER CALIFORNIA INC.**

Terry W. Thompson, Director
Real Estate Service Department

By: _____
(Please sign in blue ink)

Name:

Date: _____

Title:

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Date: _____

Lynna Monell, Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel
San Bernardino County, California

By: _____
, Deputy County Counsel

Date: _____

EXHIBIT "A"

Legal Description

The Land referred to herein below is situated in the City of Victorville, County of San Bernardino, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 10177, ON FILE IN BOOK 110, PAGES 76 AND 77, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY.

For conveyancing purposes only: APN 3106-202-09

EXHIBIT "D"

Escrow Holder's Standard Provisions

TO: FIRST AMERICAN TITLE

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the CLOSING DATE as provided for in the foregoing Purchase Agreement and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with Paragraph 7 of these General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.

2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendments and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the parties are to be mailed to the respective addresses shown in the agreement to which this is attached, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.

3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded, unless otherwise specified.

4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association-statements delivered into escrow for proration purposes.

5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.

6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

7. If demand to cancel this Escrow is submitted, any principal so requesting you to cancel this escrow shall file notice of demand to cancel in your office in writing. You shall within three (3) working days thereafter mail by certified mail one copy of such notice to each of the other principals at the address stated in this escrow. Unless written objection thereto is filed in your office by a principal within fifteen (15) calendar days after the date of such mailing, you are instructed to cancel this escrow. If this is a sale escrow, you may return the lender's papers and/or funds upon lender's demand.

8. In the event that this escrow is canceled, any fees or charges due First American Title including cancellation fees and any expenditures incurred or authorized shall be paid from funds on deposit unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Upon payment thereof, return documents and monies to the parties as set forth in the foregoing Purchase Agreement, or as ordered by the court, and void any executed instruments.

9. If there is no written activity by a principal to this escrow within any six-month period after the Closing Date set forth in the Purchase Agreement, First American Title may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.

10. If for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

11. In the event that you should receive written conflicting demands or claims with respect to this escrow, or with respect to the rights of any of the parties hereto, or with respect to any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction, including by means of filing an action in interpleader if agreement is not reached within a reasonable time.

12. In the event that any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement (collectively, the "Purchase Agreement") is deposited in this escrow, if there is a conflict between the terms of these General Provisions and the Purchase Agreement, the terms of the Purchase Agreement shall control.

13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.

14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.

15. Concerning any real property involved in this transaction you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18662 and 18668 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a nonresident under such Section, nor (d) obtaining a non-foreign affidavit or other exemption from withholding under said Sections nor otherwise making any inquiry concerning compliance with such Sections by any party to the transaction.

16. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.

17. You are authorized to furnish to any affiliate of First American Title, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow. If any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

18. All notices, change of instructions, communications and documents are to be delivered in writing to the office of First American Title, as set forth herein.

19. All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing demand accounts of First American Title in any state or federal bank or any state or federal savings and loan association ("the depository institutions") and may be transferred to any other such accounts.

The parties to this escrow acknowledge that while these accounts do not bear interest, because of these and other banking relationships with the depository institutions, First American Title and its affiliates may receive from some of the depository institutions an array of banking services, accommodations or other benefits. First American Title and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from some of the depository institutions. All of such services, accommodations and other benefits shall accrue, directly or indirectly, to First American Title and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by First American Title check, unless otherwise instructed.

First American Title shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. First American Title may, at its

option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.

20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

IMPORTANT NOTICE

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to FIRST AMERICAN TITLE are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law

(Wire transfer information available upon request)

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT FIRST AMERICAN TITLE DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE BUYER AND SELLER.

EXHIBIT “E”

Inspection and Confidentiality Agreement

This Inspection and Confidentiality Agreement (“Agreement”) dated as of _____, 2021 for reference purposes only, is made by and between Frontier California Inc. (“Frontier”), and County of San Bernardino (“Prospective Purchaser”), with reference to the following facts:

A. Frontier is the owner of that certain property containing approximately 19 acres, located in the City of Victorville, County of San Bernardino with the APN 3106-202-09 (the “Property”).

B. Frontier and Prospective Purchaser are parties to the Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2021 (the “Purchase Agreement”).

C. During the Feasibility Period (as defended in the Purchase Agreement) Prospective Purchaser desires to (a) review certain information, studies and reports in Frontier’s possession related to the Property, and (b) undertake certain investigations regarding the Property.

D. Frontier is willing to permit Prospective Purchaser to undertake its review and investigations on the terms and conditions of this Agreement. All capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement.

THEREFORE, FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. **Technical Studies and Reports.** With regard to any technical studies and reports delivered by Frontier to Prospective Purchaser in connection with its review of the Property (collectively, the “Reports”), Prospective Purchaser acknowledges and agrees that Frontier (a) has not independently investigated any information included in such Reports, and (b) has not made and does not make any representation or warranty regarding the truth, accuracy or completeness of the information made available to Prospective Purchaser.

2. **Evaluation Material and Confidentiality.** Prospective Purchaser covenants and agrees not to report, publish, share, circulate, disseminate, or otherwise reveal or cause or permit to be reported, published, shared, circulated, disseminated, or otherwise revealed to any party, person or entity, (i) any or all of the Reports, (ii) any other documents or materials relating to Prospective Purchaser’s investigations of the Property, including without limitation an offering memorandum and various other papers, legal instruments, studies, reports, brochures, computer output projections, interpretations, and other data concerning the Property, (iii) any item or circumstance relating thereto, (iv) any oral discussions regarding the Property or Frontier, (v) information acquired through a visit to the Property, including without limitation any photographs that may be taken during any such site visit, and (vi) the fact that the Prospective Purchaser and Frontier are in discussions regarding a possible sale of the Property and any tentative terms of the of the Purchase Agreement (collectively, the “Evaluation Material”);

except (a) to experts hired by Prospective Purchaser in connection with its evaluation of the Property and only to the extent necessary for the transaction contemplated by the Purchase Agreement, or (b) to the extent required by law or pursuant to court order; provided that Prospective Purchaser shall provide notice to Frontier of any such requirement or order prior to dissemination of such Evaluation Material.

2.1 Prospective Purchaser agrees and acknowledges that such Evaluation Material is confidential and proprietary and shall protect the confidentiality of the same with customary protections, whether or not such information is marked “Confidential” or “Proprietary.” Prior to the delivery of any of the Evaluation Material to any experts, Prospective Purchaser shall (i) inform each party that such information is confidential and may only be used as necessary for Prospective Purchaser’s purposes, and (ii) shall obtain such party’s written agreement to maintain the confidentiality of such Evaluation Material, as set forth herein. Prospective Purchaser’s obligations to keep the Evaluation Material confidential shall survive the termination of this Agreement.

2.2 At any time during the term of this Agreement, Frontier may demand upon five (5) business days written notice, that Prospective Purchaser return or destroy (along with a certification by Prospective Purchaser of such destruction) any documents, papers or materials of any kind, including any copies thereof, whether in hard or soft copy, that contain any Evaluation Material. Any oral Evaluation Material shall continue to be subject to the terms of this Agreement.

2.3 Notwithstanding anything to the contrary contained herein, Prospective Purchaser may disclose Evaluation Material as required to comply with applicable public disclosure or open records laws or an order issued by a court of competent jurisdiction (collectively, “Laws”). Prior to making any such disclosure, however, Prospective Purchaser shall (i) give Frontier prior written notice sufficient to allow Frontier to seek a protective order or other remedy (except to the extent that Prospective Purchaser’s compliance with this provision would cause it to violate any Laws), and (ii) disclose only such information as is required under those Laws.

3. Access to Property. During the Feasibility Period, Prospective Purchaser and its representatives, employees, contractors, agents, consultants and designees (collectively, the “Related Parties”) shall have permission to enter upon the Property, at Prospective Purchaser’s sole cost and expense, in order to inspect and investigate the Property, and to conduct the surveys, tests and studies, provided that such tests, surveys and studies are performed in accordance with the terms of this Agreement. Prospective Purchaser shall not damage the Property or the buildings located on the Property in any manner or otherwise unreasonably interfere with the ongoing operations at the Property. Unless otherwise agreed to by Frontier in writing, Prospective Purchaser shall promptly restore the Property to the condition that it would have been in but for the tests, surveys and studies it has performed. No invasive testing or other testing typically performed in connection with a Phase II environmental report shall be performed without a specific written approval from Frontier, which approval may be granted or withheld in Frontier’s sole and absolute discretion.

3.1 Prior to any entry upon the Property, Prospective Purchaser shall designate in writing to Frontier one or more representatives of Prospective Purchaser who shall accompany any of such persons each time they enter upon the Property. Such entry or review shall be made only after no less than five (5) business days advance written notice to Frontier by Prospective Purchaser, and at times reasonably acceptable to Frontier. Such notice shall specify the activities that will be performed and the locations where these activities will be performed. If Frontier objects to the time, activities and/or locations, then Frontier shall notify Prospective Purchaser of these objections. Frontier and Prospective Purchaser agree to promptly conduct good faith discussions to determine alternate times or locations for the activities. All persons entering upon the Property to perform tests, surveys and/or studies shall carry appropriate identification and shall comply with rules governing persons located at the Property. Prospective Purchaser shall not visit the Property without a representative of Frontier's real estate department being present. Prospective Purchaser and the Related Parties shall provide all tools and equipment to be used in their activities at the Property.

3.2 Frontier shall be entitled to take (at Frontier's expense) split samples of any sample collected on behalf of Prospective Purchaser, and to observe all activities performed on the Property on behalf of Prospective Purchaser. Frontier shall also be entitled to participate in any discussions with any regulator relating to any activity performed pursuant to this Agreement that has the potential to relate to Frontier's responsibilities for the Property. It is Prospective Purchaser's obligation to ensure that the Related Parties are provided with a safe place to work and for determining what, if any, safety precautions are appropriate for the work being performed pursuant to this Agreement.

3.3 Prospective Purchaser shall promptly furnish Frontier with copies of any and all technical data, reports, studies, plans and surveys prepared by or on behalf of Prospective Purchaser with regard to the Property, as well as all correspondence with third parties relating to such data, reports, studies, plans, and surveys.

3.4 Prospective Purchaser shall not take, or permit any of the Related Parties to take, any photographs of communications equipment located on the Property, including without limitation communications equipment owned by Frontier to perform its public services obligations and any communications equipment belonging to telecom collocators or other third parties located on the Property.

3.5 Prospective Purchaser shall not communicate with any on-site employees of Frontier or with any tenants, governmental authorities, service providers or other parties with a contractual relationship to the Property, without the prior written consent of Frontier, which may be given or withheld in Frontier's sole discretion.

4. Indemnity. Notwithstanding Section 6.1 of the Purchase Agreement, Prospective Purchaser shall indemnify and defend Frontier against and hold Frontier and the Property free and harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorneys' fees, arising out of any entry on to the Property by Prospective Purchaser or the Related Parties. Prospective Purchaser and the Related Parties shall be responsible for safeguarding their own tools and equipment. Frontier shall not be responsible for damages to Prospective Purchaser's or the Related Parties' property

or to injuries to persons furnished by such parties, except to the extent that such damages or injury are caused by the gross negligence or willful misconduct of Frontier. In no event will Frontier be liable for any direct, indirect, special, incidental or consequential damages incurred by Prospective Purchaser or the Related Parties arising out of this Agreement. The indemnity provided for herein and the covenants of Prospective Purchaser set forth in Paragraph 3 above shall survive the termination of this Agreement.

5. Insurance.

5.1 Prior to entering the Property, Prospective Purchaser shall have in effect Worker's Compensation and Employer's Liability insurance with statutory limits of coverage as required by law, and with a limit of liability of at least \$2,000,000/\$4,000,000 each occurrence/aggregate, and Commercial General Liability insurance naming Frontier as an additional insured, with limits of not less than \$2,000,000 each occurrence, with \$4,000,000 aggregate for bodily injury, including death resulting therefrom, and broad form property damage, including collapse and underground property damage, and waiver of subrogation. Prior to entering the Property, Prospective Purchaser shall deliver to Frontier certificates of insurance evidencing such coverage and further evidencing that such coverage may only be terminated or modified upon thirty (30) day's prior written notice to Frontier.

5.2 All insurance coverage required by this Agreement, excluding Worker's Compensation and Employer's Liability shall include Frontier Communications, Inc. its affiliates and subsidiaries as additional insureds as their interest may appear with respect to the activities performed in connection with this Agreement.

5.3 All policies required by this Agreement shall: (i) contain waivers of subrogation in favor of Frontier; (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Frontier; (iii) shall be issued by companies authorized or permitted to conduct business in the state in which the work is to be performed; and (iv) must have an A.M. Best rating of A-: VII or better.

5.4 The covenants in this Paragraph 5 shall survive the termination of this Agreement.

6. Termination. Unless extended by all parties in writing, Prospective Purchaser's rights to investigate the Property shall expire at the end of the Due Diligence Period (as defined in the Purchase Agreement), provided however, the remainder of this Agreement shall terminate on the date that is the earlier of: (i) the date that is one year after full execution of this Agreement or (ii) the date the transaction contemplated in the Purchase Agreement is closed. Upon such termination, Frontier may demand that Prospective Purchaser return or destroy (along with a certification by Prospective Purchaser of such destruction) any documents, papers or materials of any kind, including any copies thereof, whether in hard or soft copy, that contain any Evaluation Material. Further, in the event that Prospective Purchaser breaches any of the terms of this Agreement, Frontier, in its sole discretion, and in addition to any other rights and remedies which it may have under this Agreement or at law or equity, may terminate this Agreement and such termination shall be effective upon Frontier's sending of written notice of termination to Prospective Purchaser.

7. Miscellaneous.

7.1 Notices. Any notice or other communication will be in writing and will be delivered in accordance with the notice provisions set forth in the Purchase Agreement.

7.2 Waiver and Severability. No provision of this Agreement will be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be limited to the extent required to make it valid and enforceable, and if necessary, severed from this Agreement. The remaining provisions will continue in full force and effect.

7.3 Applicable Law. This Agreement will be governed by the laws of the state in which the Property is located without regard to conflict of laws provisions.

7.4 Injunctive Relief and Remedies. Prospective Purchaser acknowledges and agrees that a breach or threatened breach of this Agreement will result in irreparable and continuing damage to Frontier for which there will be no fully adequate remedy at law, and Frontier shall be entitled to injunctive relief, a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) without the need to post a bond or other security, and without the need to prove damages, notwithstanding Section 6.1 of the Purchase Agreement. Nothing herein shall prohibit Frontier from pursuing any other available remedy it may have against Prospective Purchaser for any breach of its obligations hereunder, including the recovery of damages. Prospective Purchaser agrees to indemnify Frontier from any losses, claims, damages, costs and expenses, including without limitation reasonable attorneys' fees, which Frontier may incur caused by the breach of this Agreement by Prospective Purchaser or its enforcement by Frontier (and such indemnity shall survive the termination of this Agreement)—provided, however, that the foregoing indemnity shall not apply to Prospective Purchaser's disclosure of the Evaluation Material as required by Law.

7.5 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. .

7.6 Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

EXHIBIT "F"

Certificate and Indemnity

The undersigned, Frontier California Inc., a California corporation, having an address of 21 West Avenue, Spencerport, NY 14559, Attn: Real Estate Services ("Seller"), hereby certifies to First American Title (the "Title Company") that:

There are no leases or tenancies granted by the undersigned affecting the property described in Exhibit "A" attached hereto (the "Property") or to the actual knowledge of _____, Seller's _____, currently in effect with respect to the Property, whether oral or written, except for the lease between Seller and the purchaser of the Property entered into at closing and affiliated subleases entered into thereunder.

Real estate taxes with respect to the Property due and payable on the date hereof have been or will be paid, with any interest or penalties thereon.

Seller will pay for any work commenced by or on behalf of Seller at the Property prior to the date of Closing that could give rise to a mechanic's lien against the Property.

Seller will indemnify and hold the Title Company harmless from and against all loss, cost, damage and expense, including attorney's fees, resulting from the omission of any exceptions in the title insurance policy issued by the Title Company in reliance upon this Certificate and Indemnity.

This Certificate and Indemnity is made for purposes of inducing the Title Company to insure fee title to the Property pursuant to the title insurance policy to be issued by the Title Company in connection with the sale of the Property by Seller.

Executed as a sealed instrument as of the ____ day of _____, 2021.

FRONTIER CALIFORNIA INC.,
a California corporation

By: _____

Title: _____

EXHIBIT “G”

Easement Agreement

[to be attached]