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Register of Deeds, Douglas County, NE
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LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the Agreement of March, 2008, by and between Connectivity Solutions Manufacturing, Inc., a Delaware corporation (the "Seller") and Baseball Land, LLC, a Nebraska limited liability company (the "Buyer").

WHEREAS, Seller is the owner of certain property located along I Street between 120th Street and 132nd Street, Omaha, Nebraska (the "Industrial Park"); and

WHEREAS, Seller and Sportscenter Properties, LLC, a Nebraska limited liability company ("Sportscenter") entered into a Real Estate Purchase Agreement dated as of September 17, 2007, which was amended by a First Amendment of Purchase Agreement dated as of December 26, 2007 (collectively, "Purchase Agreement") for the purchase and sale of a portion of the Industrial Park that is legally described as Lot 9, Omaha Works Industrial Park ("Lot 9"); and

WHEREAS, Lot 9 was subsequently subdivided into Lot 1 and Lot 2 of Omaha Works Industrial Park Replat 5; and

WHEREAS, pursuant to the terms of a Partial Assignment of Buyer's Interest in Real Estate Purchase Agreement, Sportscenter assigned its interest in the Purchase Agreement with respect to Lot 2 of Omaha Works Industrial Park Replat 5 ("Lot 2") to Buyer ("Lot 2"), while retaining its interest in the Purchase Agreement with respect to Lot 1 of Omaha Works Industrial Park Replat 5; and

WHEREAS, Seller is selling and Buyer is purchasing Lot 2 as-is, where-is without any representations or warranties of any kind, express or implied, either oral or written, with respect to the physical or structural condition of Lot 2, or the existence or absence of toxic or hazardous materials, substances or wastes (collectively "Hazardous Substances") in, on, under or affecting Lot 2; and

WHEREAS, sampling indicates trichloroethylene is a Hazardous Substance that is presently located in groundwater above regulatory standards on portions of Lot 1 and Lot 2; and

Return to: Jacqueline A. Pueppke Baird Holm LLP 1500 Woodmen Tower Omaha, NE 68102

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WHEREAS, as partial consideration for the purchase and sale of Lot 2 the parties have negotiated and entered into this Agreement; and

WHEREAS, in connection with the sale of Lot 2 to Buyer, Seller desires, for itself and for Avaya, Inc. ("Avaya"), and their respective successors and assigns, to have the temporary right to enter onto Lot 2 for the purposes described herein; and

WHEREAS, Seller and Buyer have agreed to enter into this Agreement to memorialize their understanding with respect to the right to enter onto Lot 2.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. Unless otherwise stated, all capitalized terms in this Agreement shall have the same meaning as such capitalized terms in the Purchase Agreement.
- Buyer hereby grants to Seller and to Avaya, and their respective agents, contractors, consultants, employees and representatives (each a "Licensee," and together "Licensees"), a limited license (but not the obligation) to enter onto Lot 2 at commercially reasonable times and upon two (2) business days prior notice to the Buyer for the sole purpose of performing any work necessary to clean up, remove, remediate, investigate, treat, prevent or minimize any release or threatened release, or in any other way respond to or address any Hazardous Substance located on Lot 2 ("Designated Remedial Action"), to store on Lot 2, in locations to be mutually agreed upon by Buyer and Seller or Avaya (as appropriate), such equipment and supplies as are necessary to conduct such Designated Remedial Action. The Designated Remedial Action shall not impede, hinder or interfere with the commercially reasonable use and enjoyment of Lot 2 by the Buyer as a commercial, retail, industrial or manufacturing facility, and may include, but is not limited to, the imposition of engineering and institutional controls. Buyer agrees to execute all documents and cooperate with Licensees, at no out of pocket cost to itself, to the extent necessary for any Licensee to conduct Designated Remedial Action. Following completion of any Designated Remedial Action, any Licensee installing any equipment or supplies shall remove such equipment or other items brought onto Lot 2 for the Designated Remedial Action and restore Lot 2 as nearly as possible to its physical condition which existed prior to the Licensee undertaking such Designated Remedial Action.
- 3. For so long as Designated Remedial Action is being or is reasonably likely to be undertaken with respect to Lot 2, Buyer shall inform the Licensees no less than 150 days prior to commencement of development or modification of the Property of any development or modification that is reasonably likely to impact the cost of conducting Designated Remedial Action in a material way.
- 4. All notices required by this Agreement shall be delivered to the following addresses:

If to Buyer:

Baseball Land, LLC Attn: Manager 1714 North 203rd Street Elkhorn, Nebraska 68022 Fax No. 402-779-3480

with a copy of any notice to Buyer to:

Matthew T. Payne
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
Fax No. 402-397-4853

If to Seller:

Connectivity Solutions Manufacturing, Inc. Attn: Facilities Manager 12500 I Street Omaha, Nebraska 68137 Fax No.: (402) 691-4870

With a copy of any notice to Seller to:

Mr. Frank B. Wyatt II CommScope 1100 CommScope Place SE P. O. Box 339 Hickory, NC 28603 Fax No.: (828) 431-2520

- 5. Once all Hazardous Substances that were detected as of the date of this Agreement are no longer detected on Lot 2 for five (5) consecutive years after the date of the first sampling that detects no Hazardous Substances on Lot 2, then Seller and Buyer or the then owner of Lot 2 (as the case may be) shall execute a termination of this Agreement and record the same in the office of the Register of Deeds of Douglas County, Nebraska.
- 6. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska. This Agreement may be executed in counterparts, each of which shall be deemed to constitute one Agreement. Facsimile signatures shall have the same effect as originals. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind shall not be binding upon any party except to the extent expressly incorporated herein. Time shall be of the essence of this Agreement. Any modification of this Agreement shall be binding only if evidenced in writing signed by each of the parties.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties have set forth their hands and seals as of the date and year first above written.

Connectivity Solutions Manufacturing, Inc.

Richard h. Silver Nday Pablic

COUNTY OF San FOONES CO

The foregoing instrument was acknowledged before me this 13 day of March, 2008, by Frank B. Wyatt II, a director of Connectivity Solution Manufacturing, Inc., a Delaware corporation on behalf of the corporation.

RICHARD L. SILVER Commission # 1564814 Notary Public - California & San Francisco County My Comm. Expires Apr 24, 2009

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STATE OF State of Nebraska MATTHEW T. PAYNE My Comm. Exp. June 27, 2008

The foregoing instrument was acknowledged before me this 13 march, 2008, by Brash State of March, 2008, by Brash State of March, the March of Baseball Land, LLC, a Nebraska limited liability company, on behalf of the company.

Baseball Land, LLC, a Nebraska limited liability