

SECOND AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING) ("Second Amendment") is made and entered into on 6-30-, 2016 ("Effective Date"), by and between AEG MANAGEMENT SD, LLC, a Delaware limited liability company, as successor-in-interest to ARENA GROUP 2000, L.P. ("Sublessor"), and T-Mobile West LLC, a Delaware limited liability company, as successor-in-interest to Cingular Wireless LLC, a Delaware limited liability company, ("Sublessee") (collectively, the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Sublessor and Sublessee entered into a COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING), dated September 10, 1998 as amended by that certain first amendment dated January 5, 2002 (collectively the "Lease") for leased premises (the "Premises") located at 3500 Sports Arena Boulevard, San Diego, CA, (the "Property"). By way of clarification, the Parties acknowledge that in the aforementioned first amendment, Sublessor was misidentified as "Arena Group, L.P." instead of its full correct name "Arena Group 2000, L.P.". By this reference the Parties hereby acknowledge that mistake and by their execution hereof, ratify and reaffirm the execution and validity of the first amendment despite error in referencing Sublessor's correct name.

B. Sublessor and Sublessee desire to enter into this Second Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee covenant and agree as follows:

1. Sublessor Consent. Sublessor and Sublessee agree and acknowledge that as of the Effective Date of this Second Amendment, the Exhibit B to the Lease shall hereby be deleted in its entirety and shall be replaced in full with Exhibit B attached hereto and incorporated herein by this reference. In the event of any inconsistency or discrepancy between the Exhibit B attached hereto and Sublessee's equipment information set forth in the Lease, the Exhibit B attached hereto shall control.

2. Rent and Costs. The Rent that Sublessee pays Sublessor will be increased by Two Hundred and 00/100 Dollars (\$200.00) per month commencing as of thirty (30) days from the later of: (a) the date of commencement of construction for the modification of the additional equipment, or (b) the date of the last party to execute this Second Amendment. Thereafter, Rent shall be payable in accordance with the terms of the Lease. The Parties hereby agree that, as of the Effective Date of this Second Amendment, there are no payment obligations of Sublessee under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Sublessee shall be billed by Sublessor to Sublessee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Sublessor.

3. Term. The Parties acknowledge that the current term of the Lease expired on May 7, 2016 and by their execution hereof hereby retroactively reinstate and extend such term until May 31, 2020, thereby ratifying, reinstating and reaffirming that the Lease is, and remains, in full force and effect as of the Effective Date of this Second Amendment except as modified herein.

4. Sublessee's Notice Address. Sublessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Sublessee:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. SD06320A

5. Sublessor Obligations. Notwithstanding anything to the contrary contained in the Lease, Sublessor shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Sublessor, HVAC, plumbing, elevators, landscaping and common areas.

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

7. Approvals. Sublessor represents and warrants to Sublessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Sublessor has obtained any and all such consents or approvals.

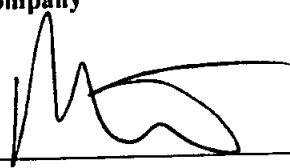
8. Authorization. The persons who have executed this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

Sublessor:
**AEG MANAGEMENT SD, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Title: _____
Date: _____

Sublessee:
**T-Mobile West LLC, a Delaware limited
liability company**

By: 
Name: **Michael Fulton**
Title: **General Manager**
T-Mobile San Diego
Date: **8-2-16**

Joel Linderoth
Digitally signed by Joel Linderoth
DN: cn=Joel Linderoth, o=T-Mobile USA, Inc., email=joel.linderoth@tmco.com, c=US
Date: 2016.08.02 14:16:11 -0700

If to Sublessee:

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12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. SD06320A

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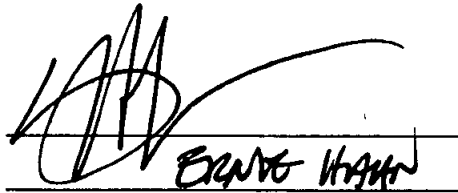
Sublessee:
T-Mobile West LLC, a Delaware limited
liability company

By:

Name:

Title:

Date:


ERIC W. HARRIS
GM/SEVP
6/30/16

By:

Name:

Title:

Date:

EXHIBIT B

(see attached site plan)

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 09-17-2008 BY 60322 UCBAW/SJS/KSP

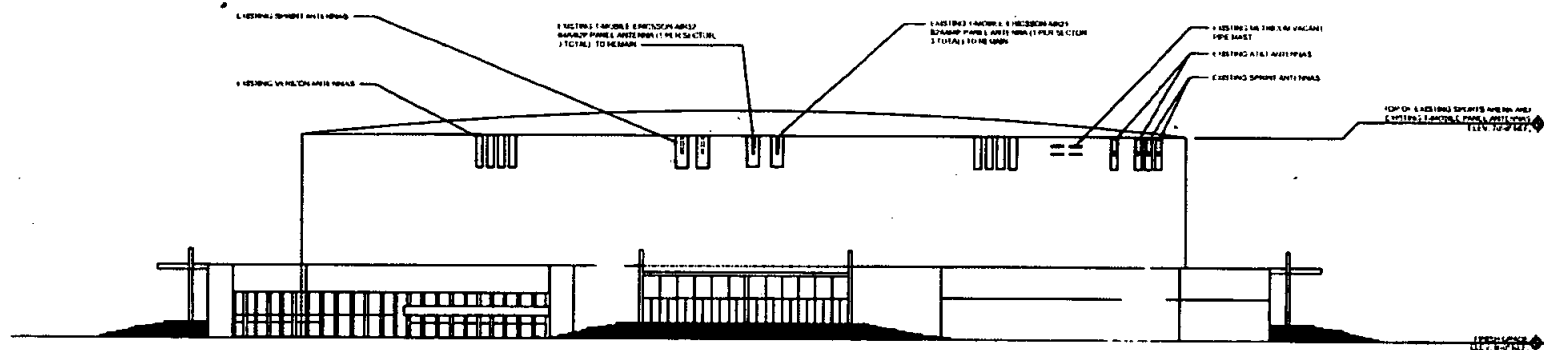
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO
FBI, FBIHQ, OR ITS DIRECTLY EMPLOYEES

#	E2756	90% CONSTRUCTION DRAWINGS
A	E2876	90% CONSTRUCTION DRAWINGS
REV	DATE	REVISION DESCRIPTION
DRAWN BY:	RC	CHECKED BY: SB

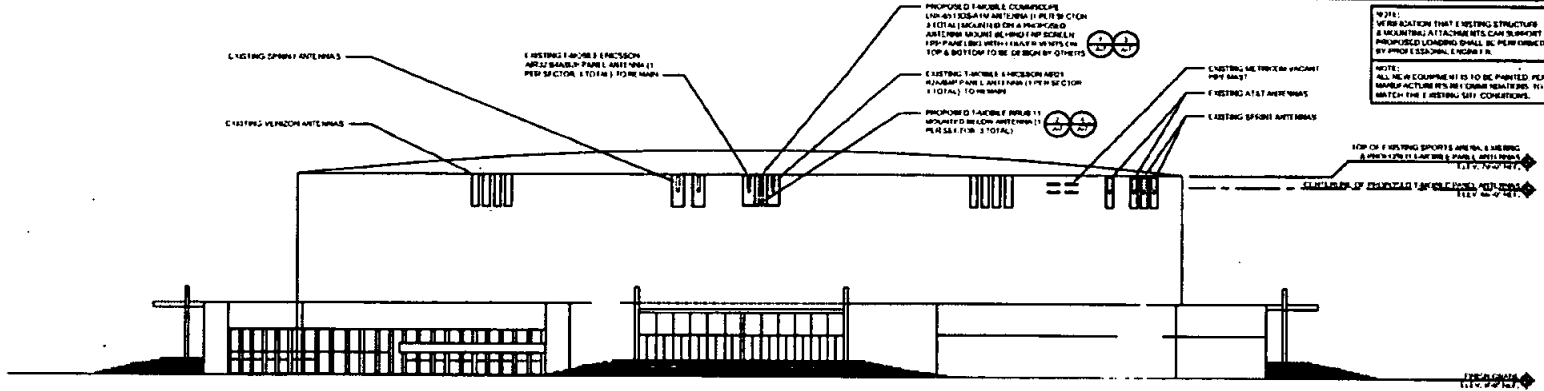
PAY ONE ARENA
SD06320A
3500 SPORTS ARENA BLVD,
SAN DIEGO, CA 92110

**PROPOSED & EXISTING
WEST ELEVATION**

09-16 8 7 14, 16, 18, 19	PAGE NO.
A-6	B



2 EXISTING WEST ELEVATION



1 PROPOSED WEST ELEVATION