

FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT ("First Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Sublessee") and THE ZOOLOGICAL SOCIETY OF SAN DIEGO, A CALIFORNIA NON-PROFIT CORPORATION ("Sublessor") is dated as of this 3rd day of February, 2003.

RECITALS

A. Sublessor and Sublessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Sublease Agreement dated May 22nd, 1996 (the "Sublease")

B. Sublessee desires to install additional communications equipment and related facilities at the Premises ("Alteration") as described in the Revised Exhibit "C". Sublessor is willing to agree to the placement of additional equipment and facilities at the Premises in return for additional base Rent.

C. Sublessor and Sublessee now wish to amend the Sublease pursuant to this First Amendment.

NOW, THEREFORE, the Sublease is hereby amended as follows:

1. Paragraph 4(a) of the Sublease is hereby amended by replacing the amount of Rent stated therein for the "Food Services" location depicted on Exhibit "C" of the Sublease with the sum of One Thousand Nine Hundred and 00/100 Dollars (\$1,900.00) per month, effective upon the commencement of construction of the Alteration, and subject to the proration provisions and the utility provisions set forth in Paragraph 4(b).

6-6-03 commencement

2. Exhibit "C" in the original Sublease (Description of Sublease Premises) is hereby replaced with Revised Exhibit "C" (Description of Sublease Premises & Lessee Facilities) attached hereto.

3. Capitalized terms used in this First Amendment without definition shall have the meaning ascribed to such terms in the Sublease.

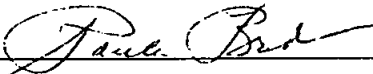
4. Except as amended by this First Amendment, the provisions of the Sublease remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Sublease Agreement as of the date first above written.

SUBLESSOR:

**THE ZOOLOGICAL SOCIETY OF SAN DIEGO,
A CALIFORNIA NON-PROFIT CORPORATION**

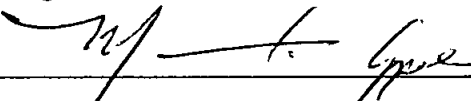
By: 
Name: PAULA S. BROOK
Title: CHIEF FINANCIAL OFFICER
Date: ZOOLOGICAL SOCIETY OF SAN DIEGO
PO BOX 120551
SAN DIEGO, CA 92112-0551

SUBLESSEE:

**PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

**By: GSM FACILITIES, LLC,
its sole member,**

**By: CINGULAR WIRELESS, LLC,
its agent**

By: 
Name: Mark A. Appel
Title: Director Network Operations
Date: 22 MAY 03

REVISED EXHIBIT "C"**(DESCRIPTION OF SUBLEASE PREMISES & LESSEE FACILITIES)**

The Premises consist of those specific areas described/shown below where Sublessee's communications antennas, equipment and cables occupy Sublessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Sublessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Sublessor's Property.

** Please See Attached drawings.*

Notes:

1. Setback of the Premises from the Sublessor's boundaries shall be the distance required by the applicable governmental authorities.
2. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.