

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The CITY OF SAN DIEGO (CITY), as LESSOR under that certain Percentage Lease (MASTER LEASE) with

KATHRYN CRAKE HUNTINGTON

(LESSEE), dated February 22, 1996, filed in the office of the City Clerk as Document 00-18264, hereby consents to the assignment of MASTER LEASE by that certain Contribution Agreement (AGREEMENT), dated May 11, 1999, made by and between the above LESSEE and

ARENA GROUP 2000, L.P., a California limited partnership

(COMPANY), in accordance with terms and conditions as follows:

COMPANY agrees to assume all rights and obligations of LESSEE under the MASTER LEASE arising on and after the effective date of the AGREEMENT and to perform all covenants, conditions and provisions of the MASTER LEASE to be performed by LESSEE on and after the effective date of the AGREEMENT

This Consent is executed by the CITY acting by and through the City Manager and by LESSEE and COMPANY acting by and through their lawfully authorized officers. This consent is effective upon the date signed by the City Manager.

THE CITY OF SAN DIEGO

Dated

12/8/99

By:

Linda M. Fries
for the City Manager

KATHRYN CRAKE HUNTINGTON

Dated

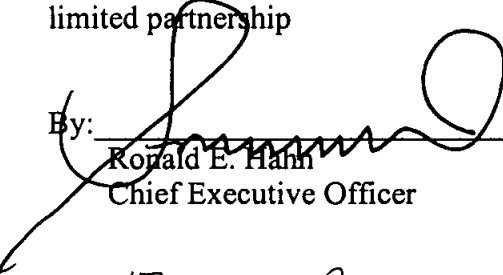
12/9/99

By:

Kathryn Crake Huntington

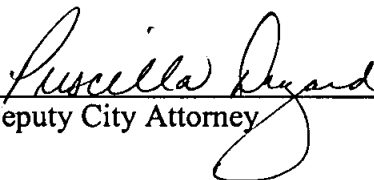
ARENA GROUP 2000, L.P. a California
limited partnership

Dated: 12-13-99

By: 
Ronald E. Hahn
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY THIS 4th DAY OF January, 2000

CASEY GWINN, CITY ATTORNEY

By: 
Deputy City Attorney

CONTRIBUTION AGREEMENT

This agreement is entered into between Arena Group 2000, L.P., a California limited partnership ("Company") and Kath~~leen~~^{May} Crake Huntington ("Huntington"). The date of this agreement, for reference purposes only, is ~~April~~^{May} ____, 1999.

1. UNDERLYING FACTS/RECITALS.

1.1 Real Property. Huntington is the lessee of, and the owner of certain improvements on, approximately five acres of land area (the "Real Property") located at 3340-3360 Sports Arena Blvd., in the City of San Diego, State of California, legally described on Exhibit A attached to this agreement, pursuant to a Percentage Lease between the City of San Diego (the "City") and Huntington, on file in the office of the City Clerk as Document No. 00-18261 (the "City Lease").

1.2 Leasehold Interest and Retail Center. The Real Property is improved with approximately 75,000 rentable square feet of retail building space and related improvements, and is currently operated under the trade name "Sports Arena Square". Huntington's interest under the City Lease, together with Huntington's ownership interest in the improvements on the Real Property (including without limitation buildings, fixtures, common area, landscaping, utility installations and similar items ("Improvements")), are collectively referred to as the "Leasehold Interest".

1.3 Purchase and Sale Agreement. Company and Huntington are parties to a Purchase and Sale Agreement and Joint Escrow Instructions dated December 2, 1997 ("Purchase Agreement"). The Purchase Agreement is hereby terminated and is superseded by this agreement.

1.4 Property. Huntington desires to contribute to Company and Company desires to accept Huntington's contribution of the Leasehold Interest and the following (collectively, the "Property"):

1.4.1 All easements, rights of way and other rights appurtenant to the Leasehold Interest (the "Appurtenant Rights").

1.4.2 Huntington's interest in all leases and other rental arrangements for occupancy of the Real Property and Improvements ("Tenant Leases"), including without limitation all rights to collect current, past due or future rents.

1.4.3 Huntington's interest in all service, maintenance, repair, improvement, management and similar contracts for the Real Property ("Service Contracts"), including without limitation (i) all warranty, guaranty and similar rights, and (ii) all rights to refunds, prepayments and deposits (including without limitation deposits with utility companies or others).

1.4.4 All permits, licenses, certificates and other governmental approvals and entitlements related to ownership or operation of the Real Property ("Permits").

1.4.5 All intangible rights of Huntington used in connection with the Real Property ("Intangible Rights"), including without limitation trade names (including without limitation the trade name "Sports Arena Square"), trademarks, logos, telephone numbers and similar items.



1.4.6 All tangible personal property owned by Huntington and used in connection with the Real Property (the "Personal Property"), including without limitation furniture, furnishings and equipment (including without limitation office furniture, furnishings and equipment, service and maintenance equipment and supplies and similar items); and

1.4.7 all cash on hand or in bank accounts maintained by Huntington in connection with the Real Property ("Cash on Hand").

1.5 First TD Loan. The Property is currently encumbered by a first trust deed loan held by Bank of America, with an outstanding principal balance as of May 1, 1999 of approximately \$887,000 (the "First TD Loan").

1.6 Second TD Loan. The Property is currently encumbered by a second trust deed loan held by Ovies Company, as assigned from First National Bank (formerly Bank of Southern California), with an outstanding principal balance as of May 1, 1999 of approximately \$852,000 (the "Second TD Loan").

1.7 Personal Guaranty. Huntington is the personal guarantor of the First TD Loan and the Second TD Loan.

1.8 Contribution. Huntington desires to contribute the Property to Company, and Company desires to accept such contribution, on the terms and subject to the conditions set forth in this agreement. This agreement is intended to comply with Internal Revenue Code §721(a)

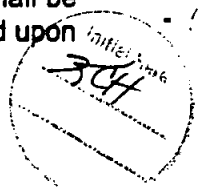
2. CONTRIBUTION, PARTNERSHIP INTEREST, DEPOSITS AND CLOSING DATE.

2.1 Agreement. Huntington agrees to contribute to Company, and Company agrees to accept buyer's contribution of the Property, on the terms and subject to the conditions set forth in this agreement. The Effective Date of this agreement shall be the day this agreement is executed by either Company or Huntington, whichever occurs later, and a fully executed copy is delivered to the other party.

2.2 Partnership Interest. In exchange for the contribution of the Property, Huntington shall receive a limited partnership interest in Company equal to a 1% interest in profits, subordinated to return of all capital and preferred return thereon, as provided in the partnership agreement of Company ("Partnership Interest") and shall be admitted to Company as a limited partner and shall receive the AITD Note (as defined below).

2.3 Security for Performance. As security for its performance under this agreement, Company shall deposit \$10,000 into Escrow within five business days after the Effective Date of this agreement.

2.4 AITD Note. At the Close of Escrow, Company shall execute and deliver to Huntington an All-Inclusive Promissory Note (the "AITD Note"), in a principal amount equal to the outstanding principal balance of the First TD Loan and the Second TD Loan, maturing on April 1, 2004, with interest and payments equal to the interest and payment on the First TD Loan and the Second TD Loan, in a form to be agreed upon by the parties. The AITD Note shall include the unpaid principal balances of the First TD Loan and Second TD Loan. The AITD Note shall be secured by an All-Inclusive Deed of Trust encumbering the Property, in a form to be agreed upon



by the parties (the "AITD"). The AITD Note and AITD shall provide that Company shall have no recourse liability thereunder. The AITD Note shall also provide that any prepayments made by Company shall be used to prepay Huntington's obligations under the underlying First TD Loan and Second Loan. Company and Huntington shall negotiate in good faith and use their best efforts to agree upon the form of AITD Note and AITD before the Closing Date. At Close of Escrow, the parties shall also enter into the form of Reimbursement Agreement attached to this agreement as Exhibit C.

2.5 Contribution as Going Concern. The parties intend for Company to acquire the Property as a going concern, and that by Company acquiring Huntington's Cash on Hand, as well as assuming the obligations and expenses described below, the net value of the assets to be contributed and the obligations to be assumed by Company will not be significantly affected by the timing of Close of Escrow (as defined below) or payment of Huntington's accounts payable. Accordingly, Company shall assume Huntington's accounts payable outstanding as of Close of Escrow, provided such accounts payable are (i) less than 30 days old (measured from the invoice date) and (ii) incurred in the ordinary course of operating the Real Property. In addition, the following items shall not be prorated:

2.5.1 Current month's interest under the First TD Loan;

2.5.2 Current month's interest under the New Second TD Loan;

2.5.3 Payments due under the City Lease.

2.5.4 Payments due under the Assigned Service Contracts.

2.5.5 Base rent and additional rent (e.g., estimated operating expense payments and percentage rent) payable under the Tenant Leases.

Real property taxes and assessments shall be prorated and Tenant security deposits shall be credited to Company and charged to Huntington through Escrow.

2.6 Closing Date. Close of Escrow shall occur on or before 60 days after the Effective Date (the "Closing Date"). Company may extend the Closing Date for such additional periods of time as Company deems necessary, not to exceed 28 days in the aggregate, to allow the parties to satisfy the Company's closing conditions set forth below. Such right shall be exercised by giving written notice to Huntington and Escrow Holder prior to the Closing Date or any then current extension of the Closing Date.

2.7 Transfer of Partnership Interest. An amendment to the partnership agreement of Company, evidencing Huntington's Partnership Interest, executed by all other partners of Company (the "Amendment"), shall be deposited with Escrow Holder by Company at least one business day before the Closing Date; provided, Company shall not be obligated to deposit such documents with Escrow Holder until Company has received notice from Escrow Holder that all other conditions precedent to Close of Escrow, including execution and delivery of all necessary documents by Huntington, have been satisfied.

2.8 Assumption of Specified Contracts. Effective as of (and subject to) Close of Escrow, Company shall assume the obligations of Huntington arising after Close of Escrow under (i) the City Lease, (ii) the Tenant Leases, and (ii) all Service Contracts other than those



terminated effective at Close of Escrow at the request of Company (the "Assigned Service Contracts").

2.9 No Assumption of Liability. Except as expressly provided in this agreement, Company is not assuming any debt, liability or obligation of Huntington, and Company shall not be liable for any debts, liabilities or obligations of Huntington of any kind or nature.

3. ESCROW AND TITLE INSURANCE.

3.1 Escrow. The contribution contemplated by this agreement shall be accomplished through an escrow ("Escrow") to be established with Stewart Title Insurance Company ("Escrow Holder"). Within five business days after the Effective Date of this agreement, the parties shall execute any general and/or supplemental escrow instructions required by Escrow Holder for the purpose of implementing and carrying out the terms of this agreement, provided such general and/or supplemental escrow instructions are consistent with the terms of this agreement. Except as expressly provided in such escrow instructions, in the event of any conflict between the terms of this agreement and such escrow instructions, this agreement shall control.

3.2 Closing. The escrow instructions shall provide for Escrow to close ("Close of Escrow") on or before the Closing Date, but only when:

3.2.1 Closing Costs. Escrow Holder holds funds to pay all closing costs.

3.2.2 Huntington's Proceeds. Escrow Holder holds for Huntington (i) the Amendment, and (ii) the AITD Note and AITD.

3.2.3 Closing Documents. Escrow Holder holds for Company the Grant Deed and other Closing Documents (as defined below).

3.2.4 Title Insurance. Stewart Title Insurance Company (the "Title Company") has issued or unconditionally and irrevocably committed to issue to Company, upon recordation of the Grant Deed, an ALTA Extended Coverage Leasehold Owner's Policy of title insurance, with the standard exceptions and creditors' rights exclusion deleted (the "Title Policy"), with liability in the amount of the AITD Note, showing title to the Leasehold Interest vested in Company subject only to the Permitted Exceptions (as defined below). Close of Escrow shall be deemed to have occurred upon recordation of the Grant Deed (as defined below).

3.3 Permitted Exceptions. Permitted Exceptions means the following:

3.3.1 Printed Items. The printed exceptions and exclusions contained in the policy form.

3.3.2 Property Taxes. Unpaid property taxes and assessments not in default.

3.3.3 Supplemental Taxes. Any supplemental taxes and assessments not in default.



3.3.4 Additional Schedule B Exceptions. Such covenants, conditions, restrictions, reservations, easements, rights, rights of way and other matters as may be approved by Company (as provided below).

3.3.5 First TD Loan. The deed of trust and other documents comprising the First TD Loan.

3.3.6 Second TD Loan. The deed of trust and other documents comprising the Second TD Loan.

3.4 Documents at Closing. Huntington shall execute and deliver to Escrow Holder before the Closing Date, and except as otherwise provided below Escrow Holder shall deliver to Company immediately following Close of Escrow, the following documents (the "Closing Documents") all in form and substance acceptable to Company:

3.4.1 Grant Deed. A grant deed in recordable form conveying fee title to the Leasehold Interest and the Appurtenant Rights to Company (the "Grant Deed"), with documentary transfer tax, if any, to be shown by a separate, unrecorded affidavit.

3.4.2 Assignment of Tenant Leases. An assignment of Huntington's interest in the Tenant Leases.

3.4.3 Assignment of Service Contracts. An assignment of Huntington's interest in the Assigned Service Contracts.

3.4.4 Assignment of Permits and Intangibles. An assignment of the Permits and Intangible Rights.

3.4.5 Bill of Sale. A bill of sale for the Personal Property.

3.4.6 Notice to Tenants. A letter or other form of notice to tenants directing them to make future rent payments as directed by Company.

3.4.7 Updated Rent Roll. An updated and/or amended Rent Roll (as defined below), containing any new, changed, or other additional information not provided by any Rent Roll previously delivered by Huntington to Company.

3.4.8 FIRPTA Certificate. A non-foreign person affidavit stating that Huntington is not a foreign person as defined in Section 1445(b)(2) of the Internal Revenue Code (the "FIRPTA Certificate").

3.4.9 California Affidavit. An affidavit stating that Huntington is a "Resident" of California within the meaning of Sections 18805, 18815 and 26131 of the California Revenue and Taxation Code (the "California Affidavit").

3.4.10 Amendment. A counterpart original of the Amendment.

3.4.11 Other Documents. All other documents reasonably necessary to effectuate the transactions contemplated by this agreement.



3.5 Actions of Escrow Holder. On the Closing Date, Escrow Holder shall do the following:

3.5.1 Recordation. Escrow Holder shall cause the Grant Deed, and any other documents directed by the parties, to be recorded in the Official Records of the County Recorder's Office, and obtain conformed copies thereof for distribution to Company and Huntington.

3.5.2 Disbursement of Funds. Escrow Holder shall disburse all funds deposited with Escrow Holder as follows (and in the following order): (i) pay all closing costs to be paid through Escrow (including without limitation brokerage commissions, documentary transfer taxes, premium for the Title Policy, escrow fees and recording charges); (ii) disburse to Huntington the prorations as paid by Company in accordance with separate wiring or other payment instructions delivered to Escrow Holder by Huntington.; and (iii) disburse any remaining funds to Company in accordance with separate wiring or other payment instructions delivered to Escrow Holder by Company.

3.5.3 Delivery of Documents. Escrow Holder shall (i) direct the Title Company to issue the Title Policy to Company; (ii) deliver to Company a conformed copy of the Grant Deed, originals of the other Closing Documents and Company's closing statement; and (iii) deliver to Huntington a conformed copy of the Grant Deed and AITD, the original AITD Note, a duplicate original of the Amendment and Huntington's closing statement.

3.6 Turnover at Closing.

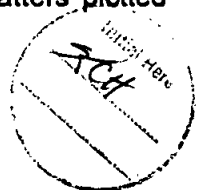
3.6.1 Upon recordation of the Grant Deed, Huntington shall immediately deliver to Company (i) possession of the Property, (ii) all keys to all locks on the Real Property, except keys in the possession of others, which shall be specifically identified, and (iii) originals of the Tenant Leases, Permits and Assigned Service Contracts, (iv) originals or copies of all files, books and other records in the possession of Huntington regarding the Tenant Leases, Permits and Assigned Service Contracts, and (v) the Cash on Hand.

3.6.2 The parties shall cause all utility meters for the Property to be read, and for billing arrangements to be transferred to Company, as of Close of Escrow.

4. CONDITIONS PRECEDENT.

4.1 Company's Pre-Closing Conditions. Company's obligation to purchase the Property is subject to satisfaction, or waiver by Company, of the conditions set forth below, on or before the dates set forth below. Company may waive any or all of such conditions, without prejudicing or affecting any other rights Company may have. If any condition is not satisfied or waived by the applicable date, Company shall have the right to cancel Escrow and terminate this agreement without liability.

4.1.1 Title Exceptions. Within five business days after the Effective Date, Huntington shall cause the Title Company to deliver to Company a preliminary title report issued by the Title Company, with copies of all documents referenced in exceptions identified on Schedule B to the preliminary title report and all easements, rights of way and similar matters plotted (collectively, the "Title Report").



(i) Company shall have until ten business days after Company's receipt of the Title Report (the "Title Review Date"), to give written notice to Huntington ("Company's Title Notice") identifying any title exceptions identified on Schedule B to the preliminary title report disapproved by Company (the "Disapproved Title Exceptions"); if Company fails to give such notice, Company shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar items constituting monetary liens (except the First TD Loan and Second TD Loan), all of which shall be satisfied and removed at Close of Escrow.

(ii) If Huntington is unable to remove, at or before Close of Escrow, any of the Disapproved Title Exceptions, then within five business days after receipt of Company's Title Notice, Huntington shall give written notice to Company ("Huntington's Title Notice") identifying the Disapproved Title Exceptions that Huntington is unable to remove (the "Disputed Title Exceptions"); if Huntington fails to give such notice, Huntington shall be deemed to have agreed to remove the Disapproved Title Exceptions.

(iii) Company shall have five business days after receipt of Huntington's Title Notice to either (a) approve the Disputed Title Exceptions, or (b) terminate this agreement and cancel Escrow, by giving written notice of such termination and cancellation to Huntington and Escrow Holder within such five business days; if Company fails to give such notice, Company shall be deemed to have approved the Disputed Title Exceptions.

(iv) If additional exceptions are identified after Company's receipt of the Title Report, Company shall have until the later of (a) the Title Review Date or (b) five business days after receipt of an amendment or supplement to the Title Report (including copies of any documents comprising such exceptions), to give written notice to Huntington ("Company's Supplemental Title Notice") identifying any such additional title exceptions disapproved by Company (the "Disapproved Supplemental Title Exceptions"); if Company fails to give such notice, Company shall be deemed to have approved such additional title exceptions, other than mortgages, deeds of trust, mechanic's liens and similar items constituting monetary liens (except the First TD Loan and Second TD Loan), all of which shall be satisfied and removed at Close of Escrow. If Huntington is unable to remove, at or before Close of Escrow, any of the Disapproved Supplemental Title Exceptions, then within three business days after receipt of Company's Title Notice, Huntington shall give written notice to Company ("Huntington's Supplemental Title Notice") identifying the disapproved title exceptions that Huntington is unable to remove (the "Disputed Supplemental Title Exceptions"); if Huntington fails to give such notice, Huntington shall be deemed to have agreed to remove the Disapproved Supplemental Title Exceptions. Company shall have three business days after receipt of Huntington's Supplemental Title Notice to either (i) approve the Disputed Supplemental Title Exceptions, or (ii) terminate this agreement and cancel Escrow, by giving written notice of such termination and cancellation to Huntington and Escrow Holder within such three business days; if Company fails to give such notice, Company shall be deemed to have approved the Disputed Supplemental Title Exceptions. The Closing Date shall be extended if and to the extent necessary to accommodate the time periods provided in this paragraph.

4.2 Company's Closing Conditions. Company's obligation to purchase the Property is subject to satisfaction, or waiver by Company, of the conditions set forth below at Close of Escrow. Company may waive any or all of such conditions, without prejudicing or affecting any other rights Company may have. If any conditions are not satisfied or waived on the Closing Date, Company shall have the right to cancel Escrow and terminate this agreement without liability.



4.2.1 City Consent. The City shall have given its written consent to assignment of the Leasehold Interest to Company.

4.2.2 Title Policy. The Title Company shall have issued, or irrevocably and unconditionally committed to issue, the Title Policy upon recordation of the Grant Deed.

4.2.3 UCC Search. Company shall have received the results of a UCC-3 search, dated no earlier than ten days before the Closing Date, reflecting no liens, security interests, leases, assignments or other encumbrances affecting the Property that will not be fully satisfied and terminated at Close of Escrow.

4.2.4 Estoppel Certificates and Subordination Agreements. Company shall have received, with respect to each of the Tenant Leases, an estoppel certificate executed by Huntington and the tenant under the Tenant Lease, confirming (a) the terms of the Tenant Lease, (b) that it is in full force and effect, (c) that Huntington is not in default thereunder and (d) such other matters as may be reasonably required by Company (the "Estoppel Certificates").

4.2.5 No Material Adverse Change. There shall have been no material adverse change to the Property since the Effective Date of this agreement.

4.2.6 Performance by Huntington. Huntington shall have performed all of the obligations to be performed by Huntington under this agreement at or prior to Close of Escrow, including without limitation execution and delivery of the Closing Documents to Escrow Holder.

4.2.7 Accuracy of Representations and Warranties. Huntington's representations and warranties shall be accurate as of Close of Escrow.

4.2.8 No Litigation. No lawsuit, arbitration or other legal proceeding shall be pending or threatened (i) which seeks to restrain or prevent the sale of the Property to Company or (ii) the outcome of which would have an adverse affect on Company's ownership of the Property.

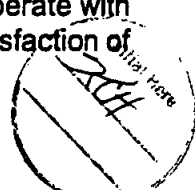
4.3 Huntington's Closing Conditions. Huntington's obligation to contribute the Property is subject to satisfaction, or waiver by Huntington, of the conditions set forth below at Close of Escrow. Huntington may waive any or all of such conditions, without prejudicing or affecting any other rights Huntington may have. If any conditions are not satisfied or waived on the Closing Date, Huntington shall have the right to cancel Escrow and terminate this agreement without liability.

4.3.1 Performance by Company. Company shall have performed all of the obligations to be performed by Company under this agreement at or prior to Close of Escrow, including without limitation delivery of the Amendment and Loan Guaranty to Escrow Holder.

4.3.2 Accuracy of Representations and Warranties. Company's representations and warranties shall be accurate as of Close of Escrow.

4.3.3 No Litigation. No lawsuit, arbitration or other legal proceeding shall be pending or threatened which seeks to restrain or prevent the sale of the Property to Company.

4.4 Cooperation of the Parties. Company and Huntington shall cooperate with each other as may reasonably be necessary for performance of the obligations and satisfaction of



the conditions contained in this agreement, and each party agrees to execute such instruments, applications or other documents as may be required for such purposes.

5. DELIVERIES AND ACCESS.

5.1 Due Diligence Documents. Within five business days after the Effective Date of this agreement, Huntington shall deliver to Company the documents and information listed on attached Exhibit B (collectively, the "Due Diligence Documents"), to the extent not previously delivered.

5.2 Access to Property. Company and its agents, representatives and consultants may enter the Real Property and Improvements as reasonably necessary to make inspections and conduct studies related to the Property; provided, Company shall give Huntington at least one business day's advance notice of any inspection requiring access to non-public portions of the Real Property. Company shall indemnify, protect, defend and hold Huntington harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of acts or activities of Company or its agents, representatives and consultants on or about the Property pursuant to this agreement. This obligation shall survive Close of Escrow or any termination of this agreement.

5.3 Access to Books and Records. Company and its agents, representatives and consultants shall have the right to inspect and review Huntington's books and records related to the Property, during regular business hours; provided, Company shall give Huntington at least at least one business day's advance notice of any intended inspection of Huntington's books and records.

6. OTHER PRE-CLOSING OBLIGATIONS.

6.1 Transfers. Huntington shall not encumber, sell or otherwise transfer all or any portion of the Property, and shall not grant any easements or rights-of-way affecting the Real Property.

6.2 Tenant Leases. Huntington shall continue to perform all of its obligations as landlord under the Tenant Leases. Huntington shall not enter into any new Tenant Leases without the prior written approval of Company, which shall not be unreasonably withheld; Company shall notify Huntington of its approval or disapproval of any proposed Tenant Lease within five business days after receipt of a copy thereof, and Company's failure to give written notice of approval shall constitute its disapproval of such proposed Tenant Lease. As to any new Tenant Lease approved by Company, Company shall assume or reimburse Huntington for a prorata share (determined based on the lease term occurring before and after Close of Escrow of the actual tenant improvement costs and leasing commissions incurred by Huntington in connection with the execution of such Tenant Lease.

6.3 Property Management. Subject to the limitations set forth below, Huntington shall operate and manage the Property until Close of Escrow in substantially the same manner that Huntington operated the Property before the Effective Date of this agreement. Huntington shall provide monthly operating statements and updated rent rolls to Company on or before the 15th day of each calendar month (showing the operating results for the preceding calendar month) until Close of Escrow.



6.4 Service Contracts. Huntington shall not, without Company's prior written consent, enter into any new Service Contracts relating to the Property, or amend or modify any such contracts in any manner that would preclude Company from terminating such contracts, without cost or liability, on not more than thirty (30) days' written notice, given at any time after Close of Escrow. Huntington shall take all action necessary to terminate, effective on the later of 30 days after written notice from Huntington or at Close of Escrow, any Service Contracts designated from time to time by Company and which may be terminated without cost or liability to Huntington.

6.5 No Defaults. Huntington shall not commit any event of default under any contract, agreement or obligation with respect to the Property and shall promptly furnish Company with copies of any and all notices or communications which it receives from any tenants, lenders or governmental entities regarding the use, occupancy or physical condition of the Property.

6.6 Maintenance of Property. Huntington shall maintain the Property in the ordinary course of business until Close of Escrow, including routine repairs and replacements, and take any other action required so the Property is delivered to Company in the same or better condition as the Property is in at the Effective Date.

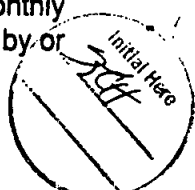
6.7 Insurance. Huntington shall maintain in full force and effect, and pay all premiums for, all casualty and liability insurance policies currently covering the Property.

6.8 Compliance with Laws. Huntington shall comply with all Applicable Laws (as defined below), and shall promptly furnish Company with copies of any and all notices or communications which it receives from any governmental or quasi-governmental entities regarding any violation of any Applicable Laws or otherwise affecting the use, occupancy or physical condition of the Property. "Applicable Laws" means all federal, state, local and other laws, ordinances, rules, regulations and orders affecting or governing the use, occupancy, ownership or maintenance of the Property.

6.9 Lease Revenue.

6.9.1 Following the execution of this agreement, Huntington shall use its best efforts to enter into a Termination Agreement with Cinamerica Theatres, L.P., on the terms previously agreed upon by the parties, concerning termination of that certain lease described therein (the "Cinamerica Lease"). If such agreement is executed before close of escrow, then Huntington shall, upon receipt of written request from Company before close of escrow, exercise its right to terminate the Cinamerica Lease.

6.9.2 The parties acknowledge that, following close of escrow, (1) the Cinamerica Lease may be terminated, either pursuant to the termination agreement described above or by another agreement negotiated by Company, and (2) Company may also negotiate terminations of other Leases for reasons other than the default of the tenant thereunder. The parties also acknowledge that such terminations may adversely affect the value of the Property (and therefore the value of the collateral under the AITD). Accordingly, Company shall, both before close of escrow (and continuing until either close of escrow or termination of this agreement) and following any default and foreclosure under the AITD, pay Huntington the lesser of (a) an amount equal to the difference between the net operating income of the Property and the monthly debt service payments owed under the First TD Note and Second TD Note, or (b) the amount of monthly rent Huntington otherwise would have received under the Cinamerica Lease (if terminated by or



at the request of Company) and any other lease on the Property which is terminated early by Company (other than based on tenant default), during the remaining term of each such lease (determined as if the applicable leases had not been terminated by Company). The purpose of this provision is to assure Huntington that the monthly income lost (or at least enough to generate net operating income sufficient to pay the debt service payments) as a result of leases terminated by Company will be replaced by ~~\$2000~~ ^{Company} for the balance of the terms of those leases, during any period that Huntington owns the property (i.e., before close of escrow or after any default and foreclosure under the AITD). This obligation shall survive any termination of this agreement.

7. CONDITION OF PROPERTY.

7.1 "AS IS" Purchase. Except as expressly provided in this agreement, Company is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", without any representations, warranties or guaranties of any nature, express or implied, oral or written, past, present or future, regarding the Property, including without limitation as to the matters described in Company's due diligence contingency.

7.2 Damage to Property.

7.2.1 Damage Limit. Company shall purchase the Property on the terms and subject to the conditions set forth in this agreement, without regard to damage to the Real Property, Improvements or Personal Property after the Effective Date of this agreement, provided the cost to repair the damage does not exceed \$10,000 (the "Damage Limit"). If the cost exceeds that amount, Company may terminate this agreement without liability.

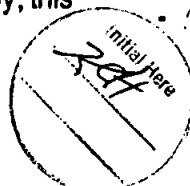
7.2.2 Insurance Proceeds and Credit to Company. If (i) the cost to repair the damage does not exceed the Damage Limit, or (ii) the cost to repair the damage exceeds the Damage Limit and Company does not elect to terminate this agreement, and (in either event) Huntington does not repair such damage, then Company shall receive all insurance proceeds collected as a result of any damage, payable to Company at and subject to Close of Escrow. In addition, Company shall receive a credit equal to the estimated cost to repair any damage in excess of any insurance proceeds paid to Company (including without limitation any excess attributable to deductibles, co-insurance payments and/or uninsured losses). The Closing Date may be extended as reasonably required to obtain repair estimates and determine insurance proceeds.

7.3 Condemnation. If a condemnation or a sale in lieu thereof effects a taking of all the Property or of such a material part thereof as to substantially interfere with using the Property as a retail shopping center, Company may terminate this agreement without liability. If Company does not elect to terminate this agreement, then Huntington shall transfer and assign to Company all of the condemnation proceeds or award.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representations and Warranties. Each of the parties represent and warrant to the other as follows:

8.1.1 Authority. Such party has the legal right, power and authority to enter into and perform its obligations under, and to consummate the transactions contemplated by, this agreement.



8.1.2 Binding Agreement. This agreement is, and all documents to be executed by such party pursuant to this agreement will be, binding on such party and enforceable against such party in accordance with their respective terms (subject to bankruptcy, insolvency and other laws affecting the enforcement of creditor's rights generally and to principles of public policy).

8.1.3 Bankruptcy. There are no bankruptcy, insolvency or similar actions or proceedings pending or threatened by or against such party.

8.1.4 Assignment for Benefit of Creditors; Receivership. Such party has not made a general assignment for the benefit of creditors, suffered the appointment of a receiver to take possession of all or substantially of such party's assets, or suffered the attachment of all or substantially all of such party's assets.

8.1.5 No Litigation. There is no lawsuit, arbitration or other action, proceeding or claim pending or threatened against such party that would impair or materially affect such party's ability to enter into or perform its obligations under this agreement.

8.2 Huntington's Representations and Warranties. Huntington hereby represents and warrants to Company as follows:

8.2.1 Liens. Huntington has or will have at Close of Escrow good and marketable title to the Property. At Close of Escrow, Huntington will convey to Company good and marketable title to the Property, free and clear of all liens, claims, security interests, encumbrances and adverse interests, other than (as to the Leasehold Interest) the Permitted Exceptions. There are no lawsuits or other actions, proceedings or claims pending or threatened with respect to or which threaten title or ownership of the Property.

8.2.2 Personal Property. The list of Personal Property delivered to Company is accurate and complete, and includes all tangible personal property used in or necessary for the operation of the Property. Except as disclosed in writing to Company, no Personal Property is subject to a security interest or lien, or is leased or held under a title retention contract or similar arrangement; all such arrangements will be satisfied in full at Close of Escrow.

8.2.3 Tenant Leases. With respect to each of the Tenant Leases, and except as otherwise disclosed in writing to Company, (i) Huntington has delivered to Company an accurate copy of the Tenant Lease and all amendments to such Tenant Lease, (ii) the Tenant Lease is in full force and effect and has not been modified, amended or altered, in writing or otherwise, other than as disclosed in writing; (iii) the tenant is required to pay all sums and perform all obligations set forth in the Tenant Lease, without offsets, defenses or other basis for relief or adjustment; (iv) all obligations of the landlord under the Tenant Lease accruing prior to Close of Escrow will have been performed by Huntington; and (v) the tenant is not in default under the Tenant Lease, except as disclosed in the Rent Roll.

8.2.4 Rent Roll. All information set forth in the Rent Roll is accurate. No rent has been paid in advance by any tenant except as shown in the Rent Roll and Tenant Leases. No tenant has, or has asserted, any claim against Huntington for any security deposit or other deposits except as shown in the Rent Roll and Tenant Leases. No tenant has asserted any defense or off-set to (i) rent accruing after the Closing Date or (ii) any other obligations under such tenant's Tenant Lease, except as disclosed by Huntington in writing.



8.2.5 No Other Leases. Other than the Tenant Leases to be delivered to Company as part of the Due Diligence Documents, or as reflected on the Rent Roll, there are no oral or written leases, subleases or tenancies which will affect Company or the Property after Close of Escrow.

8.2.6 Service Contracts. Accurate and complete copies of the Service Contracts have been delivered to Company. Huntington is not in default under the terms of any of the Service Contracts, nor has any event occurred that would constitute a default by Huntington under such agreements with the passage of time, nor has Huntington received any notice of any default under any of the Service Contracts. Other than the Service Contracts delivered to Company, there are no management, service, supply, repair, maintenance or similar arrangements which will affect the Property after Close of Escrow.

8.2.7 Operating Statements. The Operating Statements are accurate and complete and set forth fairly the results of operation of the Property for the periods indicated, and are prepared in accordance with generally accepted accounting principles consistently applied.

8.2.8 Improvements. To the best of Huntington's knowledge, (i) all required permits and approvals, including building and use permits, were obtained for the construction of the Improvements, use and occupancy of the Real Property and Improvements and operation of the Property, and (ii) the Improvements were constructed in a good and workmanlike manner, in accordance with the applicable plans and specifications and in accordance with all Applicable Laws.

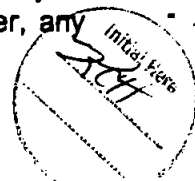
8.2.9 No Known Defects. To the best of Huntington's knowledge, there are no material latent or patent defects in the Property (including any defective soils conditions in the underlying land) and there are no material adverse facts or conditions relating to the Property which have not been disclosed in writing to Company.

8.2.10 No Notice of Work Required. Huntington has not received, and has no knowledge of, any notification from any city, county, state or federal authority or any utility providing service to the Property requiring any work to be done to, or affecting the use of, the Property.

8.2.11 No Violation. To the best of Huntington's knowledge, neither the Real Property, the Improvements nor the use thereof are in violation of any Applicable Laws or any applicable covenants, conditions or restrictions.

8.2.12 No Litigation. Except as disclosed in writing to Company, there is no lawsuit, arbitration or other legal proceeding (including any action for foreclosure or condemnation) or governmental investigation pending, or to Huntington's actual knowledge threatened, against or affecting the Property, nor is Huntington aware of any basis for such lawsuit, arbitration or other legal proceeding or governmental investigation.

8.2.13 Hazardous Materials. To Huntington's actual knowledge, (a) no Hazardous Materials (as defined below) (i) are located on or under the Real Property or Improvements, (ii) have been released, stored, treated, generated or disposed of on, under or from the Real Property or Improvements, or (iii) have been transported from the Real Property or Improvements, and (b) there is no environmental condition on or under the Real Property or Improvements constituting a violation of, or requiring investigation or remediation under, any



Hazardous Materials Laws. During Huntington's ownership of the Leasehold Interest, there has been no lawsuit, arbitration or other legal proceeding or governmental investigation brought against Huntington or the Real Property, nor any settlement reached with any person, entity or governmental authority, alleging the presence, release or threatened release of any Hazardous Materials on, under or from the Real Property or Improvements. "Hazardous Materials" shall mean (i) any hazardous substance, hazardous waste, or toxic substance as defined in any federal, state or local statute, ordinance, rule, regulation or order applicable to the Property ("Hazardous Materials Laws"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Refuse Act, the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Hazardous Waste Control Law, or in regulations adopted and publications promulgated pursuant to such laws, (ii) any substance defined as a "hazardous waste" in Section 25117 of the California Health & Safety Code or as a "hazardous substance" in Section 25281 of the California Health & Safety Code or as "waste" in Section 13050 of the California Water Code, or in regulations adopted and publications promulgated pursuant to such laws, and (iii) asbestos or asbestos-containing materials, radon gas, petroleum and petroleum fractions or derivatives, whether or not defined as a hazardous waste or substance in any Hazardous Materials Laws.

8.2.14 Full Disclosure. No representation, warranty or statement of Huntington in this agreement or in any document furnished or to be furnished to Company contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

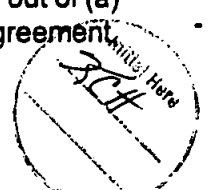
8.3 Effectiveness of Representations and Warranties. All representations shall be accurate on the Effective Date and as of Close of Escrow. Notwithstanding the above, if either party receives notice, before Close of Escrow, of a breach of any representation or warranty made by the other party, and proceeds to Close of Escrow, such breach shall have been waived.

8.4 Survival and Time Limitations. The representations set forth above shall survive Close of Escrow.

9. INDEMNIFICATIONS.

9.1 Company's Indemnity Obligation. Effective upon Close of Escrow, Company shall indemnify, defend and hold Huntington harmless from and against (i) all obligations arising after Close of Escrow under the City Lease, Tenant Leases or Assigned Service Contracts, and (ii) all claims, damages, losses, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Claims"), arising out of (a) any inaccuracy or breach of any of Company's representations and warranties in this agreement, or (b) ownership or possession of the Property by Company after Close of Escrow; provided, as to any Claims relating to Hazardous Materials such indemnity and hold harmless shall be limited to occurrences during Company's ownership of the Property.

9.2 Huntington's Indemnity Obligation. Huntington shall indemnify, defend and hold Company harmless from and against any and all obligations, claims, losses, liabilities, costs and expenses, including attorneys' fees, (i) arising before Close of Escrow under the City Lease, Tenant Leases or Assigned Service Contracts, and (ii) all claims, damages, losses, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Claims"), arising out of (a) any inaccuracy or breach of any of Huntington's representations and warranties in this agreement.



(b) ownership or possession of the Property by Huntington before Close of Escrow; provided, (i) as to any Claims relating to Hazardous Materials, such indemnity and hold harmless shall be limited to occurrences during Huntington's ownership of the Property, and (ii) such indemnity and hold harmless not include liabilities expressly assumed by Company under this agreement.

9.3 Limitation of Indemnity. Company and Huntington agree that their respective indemnification obligations under this agreement shall not apply (i) to the extent the other party is indemnified or reimbursed, or has the right to be indemnified or reimbursed, by an insurer for any such claim, damage, loss, liability, cost or expense and/or (ii) to any claim, damage, loss, liability, cost or expense which may not be legally assumed or indemnified against.

9.4 Indemnification. Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communications in connection with this transaction, through any other real estate broker or other person who can claim a right to a commission or finder's fee. If any other broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings or communications with a party, then such party shall indemnify, protect, defend and hold the other party harmless from and against all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of the broker's or finder's claim.

10. COSTS AND PRORATIONS.

10.1 Taxes and Assessments. Real property taxes and assessments shall be prorated as of Close of Escrow, based on twelve 30 day months. Any pending supplemental taxes and assessments determined after Close of Escrow shall be apportioned between and paid by Company and Huntington outside of Escrow on the same basis.

10.2 Transfer Taxes. Company shall pay all County documentary transfer taxes resulting from contribution of the Real Property to Company and all sales and use taxes resulting from the contribution of the Personal Property.

10.3 Title Insurance. Company shall pay the cost of the Title Policy, and shall pay any additional title insurance premiums for any extended coverages and endorsements requested by Company.

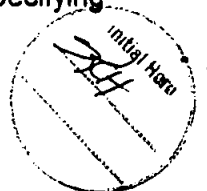
10.4 Escrow Fee. Company shall pay the escrow fees.

10.5 Other. All other closing costs and prorations (except as otherwise provided in this agreement) shall be allocated in accordance with the custom and practice in the County.

11. TERMINATION; LIQUIDATED DAMAGES.

11.1 Termination. This agreement may be terminated and neither party shall be obligated to proceed with the transactions contemplated by this agreement:

11.1.1 Breach. At the option of the non-breaching party and upon written notice to the breaching party, in the event of a material breach of this agreement which is not cured on or before the earlier of (i) five business days after written notice to the breaching party specifying the material breach or (ii) the Closing Date.



11.1.2 Company's Conditions. At the option of Company, and upon written notice to Huntington, if a condition precedent to Company's obligation to accept the contribution of the Property is not satisfied.

11.1.3 Huntington's Conditions. At the option of Huntington, and upon written notice to Company, if a condition precedent to Huntington's obligation to contribute the Property is not satisfied.

11.1.4 Express Right To Terminate. At the option of a party, and upon written notice to the other party, if the terminating party has an express right to terminate under the terms of this agreement.

Except as provided below, termination of this agreement shall not limit or impair any rights either party may have against the other for breach of this agreement.

11.2 Company's Default; Liquidated Damages. If Company breaches its obligation to accept contribution the Property in accordance with the terms of this agreement and Close of Escrow fails to occur by reason of such breach, then Huntington's sole remedy for such breach shall be to receive and retain the Deposit. Huntington waives all other remedies for such breach.

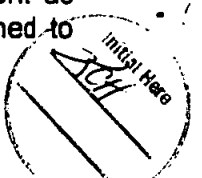
THE DEPOSIT SHALL CONSTITUTE LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT HUNTINGTON WOULD INCUR AS A RESULT OF THE BREACH BY COMPANY OF ITS OBLIGATION TO ACCEPT CONTRIBUTION OF THE PROPERTY AND ISSUE HUNTINGTON A 1% LIMITED PARTNERSHIP INTEREST IN COMPANY. THE PARTIES AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF HUNTINGTON'S DAMAGES, AND SHALL CONSTITUTE LIQUIDATED DAMAGES IN ACCORDANCE CALIFORNIA CIVIL CODE SECTION 1671. HUNTINGTON WAIVES ALL OTHER REMEDIES FOR COMPANY'S BREACH OF ITS OBLIGATION TO ACCEPT CONTRIBUTION OF THE PROPERTY AND ISSUE HUNTINGTON A 1% LIMITED PARTNERSHIP INTEREST IN COMPANY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.


(Company's Initials)


(Huntington's Initials)

The Deposit shall only constitute liquidated damages for Company's breach of its obligation to accept contribution of the Property pursuant to this agreement and shall not limit or impair (i) Company's obligations which, by the terms of this agreement, expressly survive termination of this agreement, or (ii) Huntington's right to recover attorney's fees and costs if necessary to enforce such obligations or to obtain or retain the Deposit. If this agreement is terminated or Escrow fails to close for any other reason, the Deposit shall be returned to Company.

11.3 Huntington's Default. If Huntington breaches its obligation to contribute the Property to Company in accordance with the terms of this agreement and Escrow fails to close by reason of such breach, then Company may (i) treat this agreement as being in full force and effect and seek specific performance and other appropriate relief; or (ii) treat this agreement as terminated, in which case the Deposit and all accrued interest thereon shall be returned to



Company. Company waives all other remedies, including any claims for damages, resulting from Huntington's breach of its obligation to contribute the Property to Company in accordance with the terms of this agreement this agreement. This shall not limit or impair (i) Huntington's obligations which, by the terms of this agreement, expressly survive termination of this agreement, or (ii) Company's right to recover attorney's fees and costs if necessary to enforce such obligations or to recover the Deposit.

12. GENERAL PROVISIONS.

12.1 Attorneys' Fees. If a party commences or is made a party to a lawsuit, arbitration or other legal proceeding to enforce or interpret this agreement, or to obtain a declaration of rights under this agreement, the prevailing party in such lawsuit, arbitration or other legal proceeding shall be entitled to recover from the other party all attorneys' fees, costs and expenses (whether otherwise taxable or recoverable) incurred in connection with such lawsuit, arbitration or other legal proceeding, including without limitation any appeal or enforcement of any judgement or order rendered in such lawsuit, arbitration or other legal proceeding.

12.2 Notices. All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, facsimile or telegram, or (iii) three business days after mailing if mailed by first-class mail, postage prepaid, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

12.3 Governing Law and Severability. This agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. If any provision of this agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this agreement and shall not affect the validity or enforceability of the remaining provisions.

12.4 Construction. This agreement has been negotiated at arm's length and each party has been, or has had the opportunity to be, represented by legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this agreement against the party drafting it is not applicable and is waived. The provisions of this agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this agreement.

12.5 Amendment and Waiver. This agreement may be amended only by a written agreement signed by all parties to this agreement. Waiver of any provision of this agreement shall not be deemed or constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver.

12.6 Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

12.7 Further Instruments. The parties covenant and agree that they will execute such other and further instruments and documents that are or may become necessary or convenient to carry out and consummate the transactions contemplated by this agreement.



12.8 Counterparts. This agreement may be executed in any number of counterparts, all of which together shall constitute a binding agreement, and each such counterpart shall be deemed to be an original instrument.

12.9 Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

12.10 Time. Time is of the essence under this agreement.

Huntington:

Date Signed: May 7, 1999

Katharine Crake Huntington
Katharine Crake Huntington
rjm

Address: _____

Company:

Katharine Crake Huntington ✓

ARENA GROUP 2000, L.P.,
a California limited partnership

By: Arena Founders, L.P., a California limited partnership,
General Partner

By: Founders of Arena Group 2000 Corporation,
a California corporation, General Partner

Date Signed: 5-11-99

By: Ronald E. Hahn
Ronald E. Hahn, Chief Executive Officer

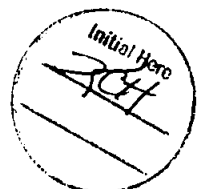
Address: 3500 Sports Arena Boulevard
San Diego, CA 92110

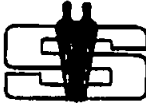
EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B

DUE DILIGENCE DOCUMENTS

- A current tenant roster and rent roll ("Rent Roll"), showing tenant names, rental rates, period of rental, date of last rental increase, security deposits, rents paid, and delinquent rents
- Copies of all Tenant Leases
- Operating statements for the last two calendar years and the current year through the last day of the preceding calendar month
- Copies of all Service Contracts
- A complete list of the Personal Property
- Copies of the Permits
- A list of all employees of the Property, including employee name, position, date of hire, compensation and date and amount of last raise
- The most recent real and personal property tax statements for the Real Property
- Improvements and the Personal Property
- Copies of all documents comprising the First TD Loan and Second TD Loan
- Copies of all casualty and liability insurance policies insuring the Property, with a schedule of the premiums for such policies
- If and to the extent such items are in the possession or control of Huntington, copies of:
 - Geological and soils engineering reports
 - Environmental site assessments or other environmental reports
 - Original and "as built" construction plans and specifications
 - All building permits, conditional use permits, variances and related governmental authorizations obtained in connection with construction of the improvements
 - ALTA surveys
 - Appraisals of the Property
 - Such other documents as Company may request





STEWART TITLE OF CALIFORNIA, INC.
SAN DIEGO DIVISION
7676 HAZARD CENTER DRIVE 7TH FLOOR
SAN DIEGO, CA. 92108
(619) 692-1600 Fax: (619) 298-4033 RESIDENTIAL (619) 295-2972 COMMERCIAL

Date: Sep 13, 1999
Escrow Officer: JULIET KERR MARTINEZ
Escrow Number: 00051005-JKM
Title Number: 01-184300

SUPPLEMENTAL ESCROW INSTRUCTIONS TO CONTRACT AGREEMENT

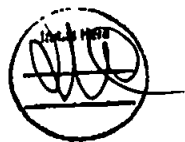
STEWART TITLE OF CALIFORNIA, INC., SAN DIEGO DIVISION

You have been provided with a copy of that certain CONTRIBUTION AGREEMENT (the "Agreement") by and between ARENA GROUP 2000, L.P., a California limited partnership ("Company"), and KATHRYN CRAKE HUNTINGTON ("Huntington"), dated May 7, 1999, which is to be construed as your escrow instructions insofar as closing your escrow is concerned. Escrow Agent will act in accordance with the terms of the Agreement and the attached General Provisions, in its capacity as Escrow Agent in the performance of its duties, to the extent that escrow agents are generally expected to act or perform. By execution of these instructions, parties herein acknowledge that said General Provisions are made a part of said Agreement. However, in the event of any inconsistency between the General Provisions and the Agreement the terms and provisions of the Agreement shall control.

ADDITIONAL INSTRUCTIONS

NOW, THEREFORE, in consideration of the terms and provisions of the Agreement, and for purposes of clarification relative thereto, Company and Huntington specifically instruct Escrow Holder as follows:

1. NOTABLE DATES: NOTWITHSTANDING ANYTHING TO THE CONTRARY contained in the Agreement, the "Effective Date" for purposes of this escrow is established to be AUGUST 30, 1999. The "Closing Date" is therefore established to be SEPTEMBER 13, 1999, or as soon as possible thereafter.
2. UCC SEARCH: The UCC search required in Section 4.2.3 of the Agreement shall be a matter between the parties outside of this escrow.
3. DUE ON SALE: In connection with the First TD Loan in Section 1.5 of the Contribution Agreement and the Second TD Loan in Section 1.6 of the Contribution Agreement, the parties hereto, jointly and severally, hereby instruct you to close this escrow WITHOUT BENEFIT OF BENEFICIARY STATEMENT AND WITHOUT BENEFIT OF NOTIFICATION TO SAID LENDERS of the transfer of subject property, or ANY NOTIFICATION subsequent to the closing of this escrow to such lenders by you. The parties hereto, further do hereby, as portion of the consideration for your acting as escrow holder in this transaction fully indemnify you and agree to defend any action or litigation that may arise as a result of the acts performed by you on our behalf pursuant to the instructions in this paragraph (or escrow). The parties do further acknowledge that they are relying solely on their own inquiry and information and that they have been advised by escrow holder to seek the counsel of their attorney with respect to their rights, remedies and/or liabilities by reason of any "DUE ON SALE" clause that may be contained in the loan documents evidencing the above loans, and by reason of waiving the obtaining of consent to this transaction from said lenders.



Continued on next page

4. LEGAL COUNSEL'S INSTRUCTIONS: From time to time, Escrow Holder may be provided with written instructions from Company's legal counsel on Company's behalf, and/or Huntington's legal counsel on Huntington's behalf, including, but not limited to, contingency approval letters and Closing Instructions. Company and Huntington hereby authorize and instruct Escrow Holder to comply and act upon such written instructions from their respective legal counsels without the necessity of their respective written approval thereto.

5. FACSIMILE SIGNATURES: Company and Huntington (i) agree to permit the use, from time to time and where appropriate, of facsimile signatures in order to expedite the transaction contemplated by the Agreement, (ii) intend to be bound by its respective facsimile signatures which shall be enforceable to the same extent as original signatures, (iii) are aware that the other will rely on the facsimile signatures, and (iv) authorize and instruct Escrow Holder to rely and act upon such facsimile signatures which constitutes delivery of an original executed copy.

6. BUSINESS DAY: Whenever notice must be given, or funds or documents delivered or any action must be taken pursuant to the Agreement, and the last day therefore is a day other than a Business Day, then such notice may be given or such funds or documents may be delivered, or such other action may be taken, on the next succeeding day that is a "Business Day". Business Days shall be defined as Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Daylight Savings Time exclusive of Federal holidays.

7. HAZARD INSURANCE: Fire, hazard, or liability insurance coverage shall not be a concern of Escrow Holder. If required, such coverage shall be a matter between the parties outside of escrow.

8. ESCROW HOLDER SHALL HAVE NO CONCERN, RESPONSIBILITY, OR LIABILITY FOR THE FOLLOWING PROVISIONS IN THE AGREEMENT:

Sections 3.6, 5, 6, 7, 8, 9, and 11.

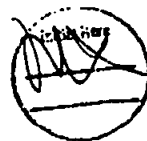
CLOSING COSTS

Upon close of escrow you are authorized and instructed to charge our respective account the costs attributable to each, including but not limited to the following:

	SELLER	BUYER
OWNERS TITLE INSURANCE PREMIUM		X
ESCROW FEE		X
RECONVEYANCE FEE, IF APPLICABLE	X	
RECORDING FEES	X	X
DOCUMENT PREPARATION	X	X
LOAN TIE-IN FEE		X
DOCUMENTARY TRANSFER TAX AS REQUIRED	X	
INSURANCE PREMIUM (OUTSIDE OF ESCROW)		X

(From funds due Seller, Escrow Holder is authorized to pay liens and/or encumbrances as may be required to place title in the condition called for in these instructions.)

The foregoing instructions and the GENERAL PROVISIONS attached hereto are hereby approved by all of the undersigned and they agree to hand you the documents and/or funds as required to comply with same.



KATHRYN CRAKE HUNTINGTON

ARENA GROUP 2000, L.P.,
a California limited partnership

By: Arena Founders, L.P., a
California limited partnership,
General Partner

By: Founders of Arena Group 2000 Corporation,
a California corporation, General Partner

By: Ronald E. Hahn, Chief Executive Officer

3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

EXHIBIT 1

GENERAL PROVISIONS

1. FUNDS AND PRORATIONS

All funds received in this escrow shall be deposited with other escrow funds into a general escrow account or accounts of Escrow Holder, without liability for interest, and may be transferred to any other such general escrow account or accounts. Close of escrow is subject to compliance with California Insurance Code Sections 124131.1, 124131.2 and 124131.5 regarding collected funds. Funds deposited to escrow are insured only to the limit provided by Federal Deposit Insurance Corporation.

Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regards to placement of wires.

If for any reason, funds are retained or remain in escrow following the close of escrow, you are to deduct therefrom a MONTHLY charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

The parties acknowledge that they have been advised that the financial institutions in which monies in this escrow are being deposited, are paying for certain of Escrow's accounting and computer services. Those services directly benefit the parties which further reduce costs and fees to the escrow.

All prorations and/or adjustments called for in this escrow shall be made on the basis of a 30 day month or 360 day year, unless otherwise instructed in writing. Proration of real property taxed will be made on the basis of the latest available figures provided to Escrow Holder.

The phrase close of escrow (COE) as used herein means the date on which instruments/documents are recorded.

Disbursements from this escrow will be made by check of Escrow Holder. Unless otherwise instructed in writing, checks will be issued jointly to the parties designated as payees. Signatures (including initials) of principals or their duly authorized agents on any documents/instrument and/or instruction pertaining to this escrow indicate approval of same.

2. SPECIAL RECORDINGS

If a "SPECIAL RECORDING" is arranged and completed, meaning recording the documents called for in this escrow, at any time other than the standard recording time for title insurance companies, then all parties hereto represent and warrant that during the period of time between the standard recording time and the time the documents are actually recorded pursuant to the "SPECIAL RECORDING", no additional liens, encumbrances, or exceptions to the title whether involuntary or voluntary, of any kind or nature will attach to or be recorded against the subject property, nor will the subject property be otherwise transferred or conveyed. All parties hereby expressly agree to indemnify and hold Escrow Holder harmless from all claims, losses or damages and attorney's fees resulting from any such additional liens, encumbrances, exceptions to title, transfers or conveyances.

3. AUTHORIZATION TO DELIVER

If it is necessary, proper or convenient for the consummation of this escrow, Escrow Holder is authorized to deposit or have deposited funds or documents, or both, handed to Escrow Holder under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.

4. AUTHORIZATION TO FURNISH COPIES

Furnishing copies of any/all escrow instructions, amendments, supplements, preliminary reports, notices of cancellation and closing statements in this escrow to the real estate broker(s), lenders and/or attorney's representing principals to this escrow is authorized. Escrow holder shall incur no liability to the parties for delivery of said copies.

5. TIME AND WRITTEN NOTIFICATION

Time is of the essence. In the event the conditions of this escrow have not been complied with at the expiration of the time provided for herein you are permitted, though not required, to complete the same at the earliest possible date thereafter. No notice, demand or change of instructions shall be of any effect to alter, amend, supplement, or vary the terms of these instructions unless given in writing and signed by all parties affected thereby.

6. CANCELLATION PROVISIONS

Any principal instructing Escrow Holder to cancel escrow shall file notice of cancellation in Escrow Holder's office in writing and so state the reason for cancellation. Upon receipt of same, Escrow Holder shall prepare cancellation instructions for signatures of the principals and shall forward same to the principals. Upon receipt of mutually agreeable cancellation instructions signed by all principals and after payment of escrow holder's cancellation charges, Escrow Holder is authorized to comply with such instructions and cancel the escrow.

7. ACTION IN INTERPLEADER OR OTHER COURT OR LEGAL PROCEEDINGS

The principals hereto expressly agree that Escrow Holder has the absolute right, at its election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and Escrow Holder is authorized to deposit with the clerk and the court, all documents, instruments and funds held in escrow. In the event such action is filed, the principals jointly and severally agree to pay Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees it is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon filing of such action, Escrow Holder is thereupon fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

8. PERSONAL PROPERTY TAX

Escrow Holder is not responsible for any personal property tax which may be assessed to any former owner of the property that is the subject of this escrow, nor for the corporation or license tax of any corporation as a former owner. No examination or insurance as to the amount of payment of personal taxes is required unless specifically requested.

9. LIMITATION ON DUTY TO INFORM

It is agreed by the parties hereto, that so far as Escrow Holder's rights and liabilities are involved, the transaction is an escrow and not any other legal relation and STEWART TITLE OF CALIFORNIA, INC. is an escrow holder only on the within expressed terms, and Escrow Holder shall have no responsibility of notifying me or any of the parties of this escrow of any sale, resale, loan, exchange or other transaction involving any property herein described or of the profit realized by any person, firm or corporation (broker, agent and parties to this and/or other escrow included), in connection therewith, regardless of the fact that such transaction(s) may be handled concurrently by Escrow Holder in this escrow or in another escrow.



10. LEGAL ADVICE

The parties acknowledge and understand that Escrow Holder is not authorized to practice law, nor give financial advice. The parties are hereby advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by Escrow Holder about the legal sufficiency, legal consequences, financial effect or tax consequences of the within escrow instructions.

11. DISCLOSURE OF CONDITIONS PRECEDENT

The parties to this escrow, by execution thereof, acknowledge their duty to Escrow Holder of full disclosure wherein said matters shall effect the transfer of subject property and conditions of title (inclusive of real personal and intangible property, which matters may result in a lien against subject property). Disclosure shall be inclusive, but not limited to: water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust and vendors liens.

12. STATE/FEDERAL CODE NOTIFICATION

According to Federal law, the Seller(s), when applicable, will be required to complete a 1099-S Worksheet that will be utilized to generate a 1099 reporting statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer(s) will provide Escrow Holder with a Preliminary Charge of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyer(s) acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer(s) for same at the close of escrow.

You are released from and shall have no liability, obligations or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1984, "Foreign Investors in Real Property Act" (FIRPTA), as amended (b) advising of requirements, (c) determining whether the seller is a foreign person, under such Section, or (d) obtaining a non-foreign affidavit or other exemption from withholding under such Section nor otherwise making any inquiry concerning compliance with such Section by any party to this transaction.

IN ACCORDANCE WITH SECTION 18662 AND 18668 OF THE REVENUE AND TAXATION CODE, A BUYER MAY BE REQUIRED TO WITHHOLD ANY AMOUNT EQUAL TO 3-1/3 PERCENT OF THE SALES PRICE IN THE CASE OF A DISPOSITION OF CALIFORNIA REAL PROPERTY INTEREST, BY EITHER:

1) A SELLER WHO IS AN INDIVIDUAL WITH A LAST KNOWN STREET ADDRESS OUTSIDE OF CALIFORNIA, OR WHEN THE DISBURSEMENT INSTRUCTIONS AUTHORIZE THE PROCEEDS BE SENT TO A FINANCIAL INTERMEDIARY OF THE SELLER, OR; 2) A CORPORATE SELLER WHICH HAS NO PERMANENT PLACE OF BUSINESS IN CALIFORNIA.

THE BUYER MAY BECOME SUBJECT TO A PENALTY FOR FAILURE TO WITHHOLD AN AMOUNT EQUAL TO THE LESSER OF 10 PERCENT OF THE AMOUNT REQUIRED TO BE WITHHELD OR FIVE HUNDRED DOLLARS (\$500.00).

HOWEVER, NOTWITHSTANDING ANY OTHER PROVISION INCLUDED IN THE CALIFORNIA STATUTES REFERENCED ABOVE, NO BUYER WILL BE REQUIRED TO WITHHOLD ANY AMOUNT OR BE SUBJECT TO PENALTY FOR FAILURE TO WITHHOLD IF:

1) THE SALES PRICE OF THE CALIFORNIA REAL PROPERTY CONVEYED DOES NOT EXCEED \$100,000.00, OR; 2) THE SELLER EXECUTES A WRITTEN CERTIFICATE, UNDER THE PENALTY OF PERJURY, CERTIFYING THAT THE SELLER IS A RESIDENT OF CALIFORNIA, OR IF A CORPORATION, HAS A PERMANENT PLACE OF BUSINESS IN CALIFORNIA, OR; 3) THE SELLER WHO IS AN INDIVIDUAL EXECUTES A WRITTEN CERTIFICATE UNDER PENALTY OF PERJURY THAT THE REAL PROPERTY BEING CONVEYED IS THE SELLER'S PRINCIPAL RESIDENCE (AS DEFINED IN SECTION 1034 OF INTERNAL REVENUE CODE).

THE SELLER IS SUBJECT TO PENALTY FOR KNOWINGLY FILING A FRAUDULENT CERTIFICATE FOR THE PURPOSE OF AVOIDING THE WITHHOLDING REQUIREMENT.

13. NO ACTIVITY

If there is no written activity by a principal to this escrow within any six-month period after the time limit date as set forth, in the escrow instructions or written extension thereof, Escrow Holder's obligation shall terminate at Escrow Holder's option. All documents, monies or other items deposited with Escrow Holder shall be returned to the respective parties entitled thereto, less fees and charges herein provided.

14. CAPTIONS AND COUNTERPARTS

Captions in these escrow instructions are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of these instructions or any of the terms hereof. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

15. BINDING

All terms of these escrow instructions shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors and assigns. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained.

16. USURY

Escrow Holder is not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any liability or responsibility therefore.

17. CONFLICTING DEMANDS/INTERPLEADER

NO notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. If conflicting demands are made in connection with this escrow, Escrow Holder shall have the absolute right to either withhold and stop all proceedings, or file suit in the interpleader and obtain an order from the court requiring the parties to interplead their several claims and rights amongst themselves.

18. FACSIMILE

In the event the principals of this transaction, their agents, or assigns, utilize "facsimile (FAX)" transmitted instructions, Escrow Holder may rely and act upon such instructions in the same manner as if original signed instructions were in the possession of Escrow Holder. Any instructions for release of funds will require original signatures prior to said release.

19. DISCRETIONARY TERMINATION

At the sole discretion of Escrow Holder, Escrow Holder may elect to terminate its escrow relationship with the principals to the escrow. Funds and documents will be returned upon mutual instructions of the appropriate parties.

20. PURCHASE AGREEMENT

If any form of Purchase agreement or amendment or supplement (collectively "Purchase Agreement") is deposited to this escrow, it is understood that such document shall be effective only as between the parties signing the Purchase Agreement. Escrow Holder's only duty is to comply with the instructions set forth in the escrow instructions and shall not be responsible for interpreting or acting on any provision of any Purchase Agreement on which these escrow instructions may be based. Escrow Holder shall not rely on any knowledge or understanding they may have of any such purchase Agreement in ascertaining or performing the duties of Escrow Holder. In connection with any loan transaction, Escrow Holder is authorized to deliver a copy of any Purchase Agreement and a copy of all escrow instructions, supplements or amendments to the Lender.

21. ENVIRONMENTAL DISCLOSURE

Notwithstanding any actual or other knowledge on the part of Escrow Holder, the parties agree to release Escrow Holder from any and all liability of any kind or nature and to indemnify any and all liability of any kind or nature and to indemnify Escrow holder of any loss, damages, claims, judgments or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice in assessing the risks associated with potential hazardous or toxic wastes.

22. ADDITIONAL DOCUMENTS HANDED TO ESCROW HOLDER

Parties agree to hand Escrow Holder applicable documentation to establish their authority to act. Those documents may include, but shall not be limited to the following:

- 1) If you are an individual: Statement of Information
- 2) If you are a corporation: A Corporate resolution signed by the Secretary of the Corporation, authorizing the acquisition, encumbrancing (if applicable), or sale of the subject property, and designating the authorized signatories on behalf of the corporation, together with a copy of the Articles of Incorporation & By-Laws.
- 3) If you are a Trust: copy of the Trust Agreement, any amendments thereto and/or a Certificate of Trust.
- 4) If you are a General Partnership: An original Statement of Partnership, in recordable form (if not already recorded) to be recorded in the County in which the subject property is located. A copy of the partnership agreement is also requested.
- 5) If you are a Limited Partnership: The LP-1 form, certified by the Secretary of State to record (if not already recorded) in the county in which the subject property is located. A copy of the partnership agreement is also requested.
- 6) If you are a Joint Venture: The requirements specified 1, 2, and 3 herein will be applicable as it relates to the entities which comprise the Joint Venture.
- 7) If you are a Limited Liability Company (LLC): The LLC1 certified by the Secretary of State to record (if not already recorded) in the county in which the subject property is located. The LLC1 must reflect an expiration date. One person must be named on the LLC1 as managing the LLC, or all members must sign. A copy of the operating agreement is required.

The parties further acknowledge that in the event the partners of a partnership are individuals, it may be required that each such partner submit a completed and executed Statement of Information.

23. UNCLAIMED FUNDS

Notwithstanding the disposition of any other funds as specified or pertaining to this escrow, there may be funds that remain unclaimed such as, but not limited to, sale proceeds, refunds, rebates, or amounts for specified services ("Unclaimed Funds").

Stewart Title is required to comply with the State of California reporting and notification requirements as regulated by the California State Controller ("Controller"). These requirements necessarily result in Stewart Title incurring administrative costs such as, but not limited to, publication and utilizing personnel to notify the Principals.

The Principals understand that it would be impractical and/or costly for Stewart Title to incur such costs for Unclaimed Funds that are less than \$50.00 ("Minimum Amount"). Accordingly, the Principals agree to fully waive any right to claim any Unclaimed Funds below the Minimum Amount, and further permit Stewart Title to deposit same in their own general account(s).

With regard to any funds in excess of the Minimum Amount, which shall be reported by Stewart Title to the Controller (Reported Amount), Stewart Title shall be entitled to an administrative fee of one percent (1%) of the Reported Amount. The principals recognized this is a reasonable best estimate for administrative costs incurred by Stewart Title. The Principals recognize that it would be impractical or difficult to estimate such costs and fees each time Stewart complies with the aforementioned requirements.

If the Principals have any questions regarding the disposition of Unclaimed Funds, in excess of \$50.00, the Principals should contact the Controller or successor agency for the State of California.

24. DESTRUCTION OF RECORDS

Escrow Holder is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other materials pertaining to this escrow at the expiration of seven (7) years from the close of escrow or cancellation thereof.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY/OUR INITIAL(S) HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I/WE HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

INITIAL: _____ INITIAL: _____ INITIAL: _____ INITIAL: _____

INITIAL: _____ INITIAL: _____ INITIAL: _____ INITIAL: _____

