

CITY OF SAN DIEGO CONSENT TO STRUCTURE SUBLEASE AGREEMENT

THIS CONSENT TO STRUCTURE SUBLEASE AGREEMENT ("Agreement") is made as of February 26, 2014 (the "Effective Date") by and among the City of San Diego, a California municipal corporation, as master lessor ("CITY"), and Symphony Asset Pool XVI LLC, a Delaware Limited Liability Company, as sublessor ("SUBLESSOR")

RECITALS

This Agreement is made with regard to the following facts:

A. CITY and SUBLESSOR (as successor in interest to Belmont Park Associates, a California limited partnership) are parties to that certain CITY OF SAN DIEGO PERCENTAGE LEASE dated March 5, 1987, as amended and assigned ("Master Lease"), and relating to the CITY-owned property known as Belmont Park, consisting of approximately 7.191 acres of land ("Premises").

B. SUBLESSOR and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company ("SUBLESSEE") intend to enter into that certain Structure Sublease Agreement ("Sublease") to sublease a portion of the Premises more particularly described in the Sublease. The Sublease grants Sublessee a portion of the Premises for the following purposes: (a) transmission and reception of communication signals; and (b) installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams equipment shelters or cabinets and fencing (Sublease Use). A copy of the Sublease is attached as Exhibit A.

C. Pursuant to Section 4.02 Assignment and Subletting, of the Master Lease, SUBLESSOR has requested CITY's consent to the Sublease and Sublease Use as set forth in the Sublease to SUBLESSEE.

D. CITY is willing to consent to the Sublease and Sublease Use on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. CITY's Consent. CITY consents to SUBLESSOR subleasing to SUBLESSEE. This consent is granted only on the terms and conditions stated in this Agreement. CITY is not bound by any of the terms, covenants, or conditions of the Sublease. The Sublease is subject and subordinate to the Master Lease, as may be amended from time to time. If there is a conflict between the Sublease and either the Master Lease or this Agreement, the terms, conditions, and obligations of this Agreement and the Master Lease shall control. If there is a conflict between this

Agreement and the Master Lease, the more stringent terms, conditions, and obligations shall control.

2. SUBLESSOR' Acknowledgement. SUBLESSOR acknowledges and agrees that the rights and obligations of SUBLESSOR under the Sublease shall be subject and subordinate to the terms and conditions of the Master Lease and this Agreement. SUBLESSOR shall require that SUBLESSEE shall keep and perform all covenants, conditions, and provisions of the Master Lease which are applicable to the rights acquired under the Sublease and this Agreement.
3. Term. This Agreement shall be effective as of the Effective Date and expire upon the expiration or earlier termination of the Sublease or Master Lease, whichever occurs first.
4. Uses. This Agreement applies solely to the Sublease and the Sublease Use; it shall not apply to any other use or user without CITY'S consent in each instance. SUBLESSEE' use of the Premises for any unauthorized, illegal or un-permitted purpose shall constitute a default of this Agreement, upon which CITY may immediately terminate the Sublease and the CITY may seek any rights and remedies available at law or in equity.
5. Rent. SUBLESSOR shall pay the rent and perform all its obligations under the Master Lease, including without limitation payment of Fifty Percent (50%) of all gross income received by SUBLESSOR from SUBLESSEE as a result of the Sublease and Sublease Use.
6. Competent Management. Throughout the term of the Sublease, SUBLESSEE shall provide competent management of the Sublease Use to CITY'S reasonable satisfaction. "Competent management" shall mean demonstrated ability in the management and operation of a wireless communications facility and related activities in a fiscally responsible manner and in accordance with industry standards.
7. Limits of CITY's Consent. Neither the Sublease nor this Agreement will:
 - (a) release SUBLESSOR from any liability, whether past, present, or future, under the Master Lease;
 - (b) alter the primary liability of SUBLESSOR to pay the rent and perform all of SUBLESSOR's obligations under the Master Lease;
 - (c) be construed as a waiver of CITY's right to consent to any proposed sublease or assignment after the date hereof by SUBLESSOR under the Master Lease or SUBLESSEE under the Sublease, or as a consent to any portion of the Premises in the Sublease being used or occupied by any other party;

- (d) grant any rights to SUBLESSEE greater than those rights granted to SUBLESSOR under the Master Lease;
- (e) be deemed CITY consent to any other assignment or sublease;
- (f) require CITY to recognize SUBLESSEE in the event of a default in the Master Lease by SUBLESSOR or the termination of the Master Lease;
- (g) enlarge or in any manner increase CITY's obligations or duties under the Master Lease;
- (h) create obligations or costs to CITY with regard to the Sublease;
- (i) modify, waive, amend, or otherwise affect any provision of the Master Lease other than as set forth in this Agreement;
- (j) be deemed CITY approval of any alterations to the Premises referenced in the Sublease. Any and all alterations to the Premises are subject to the prior written approval of CITY as set forth in Section 6.04 of the Master Lease;
- (k) be deemed to be any type of obligation by CITY to SUBLESSOR, SUBLESSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLESSEE's occupancy, use, development, maintenance or restoration of any portion of the Premises or improvements thereon, including, but not limited to the design or construction of any miniature golf course.
- (l) be deemed approval of CITY to not comply with the 30-foot height limit of Proposition D, San Diego Municipal Code section 132.0505.
- (m) be deemed approval of CITY as required by any other provision of the Master Lease or Sublease.

8. Required Insurance. Prior to the Effective Date of this Agreement, SUBLESSEE shall secure and maintain insurance in compliance with Section 5.02 of the Master Lease and shall file with CITY a Certificate of insurance which shall include the "City of San Diego, its elected officials, officers, representatives, agents and employees" as additional insureds for the entire term of the Sublease. SUBLESSEE shall be insured by an insurance carrier to the CITY against loss from public liability and property damage arising from the use of or the conduct of any operation conducted on the portion of the Premises subject to the Sublease. Notwithstanding anything to the contrary in the Master Lease, SUBLESSEE shall maintain minimum coverage in the amount of Three Million Three Hundred Forty Thousand Dollars (\$3,340,000) Combined Single Limit Liability. SUBLESSEE shall provide thirty (30) days prior written notice to the City of any notice of

cancellation or non-renewal of any required insurance that is not replaced. Prior to each insurance renewal period, SUBLESSEE shall submit to CITY a copy of the new policy of insurance.

9. Indemnification. SUBLESSOR shall require that SUBLESSEE shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to SUBLESSOR'S or SUBLESSEE'S officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, SUBLESSEE'S use of or operations on the Premises, the condition of the Premises, or from any act or omission of SUBLESSEE or any of his employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification.
10. Approvals & Permits. SUBLESSOR shall require that SUBLESSEE shall obtain any and all necessary authorizations, approvals, and permits required to conduct the Sublease Use, including without limitation CITY'S interference protection requirements, attached hereto as **Exhibit B: Interference Protection Requirements**.
11. Superior Interests. The Sublease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights of way pertaining to the Premises existing on the date of approval of this Agreement by the San Diego City Attorney, whether or not of record, and all rights reserved by CITY under Master Lease section 1.05 Easements and Reservations ("Superior Interests"). SUBLESSOR shall require that SUBLESSEE obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably prudent to allow its use of the Premises, relative to such Superior Interests. If SUBLESSEES' use of the Premises is or becomes inconsistent or incompatible with a Superior Interest, SUBLESSOR shall require that SUBLESSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the reasonable satisfaction of the holder of the Superior Interest, provided, however, that in lieu of undertaking such actions and paying all such costs and expenses, SUBLESSEE may elect in its sole reasonable discretion to terminate this Sublease.
12. Best Management Practices. When constructing improvements on the Premises, SUBLESSOR shall require that SUBLESSEE shall comply with San Diego Municipal Code Article 3, Division 3: Stormwater Management and Discharge Control ("Code"), and employ "Best Management Practices" including a "Storm

Water Pollution Prevention Plan" as those terms are defined by the Code (collectively, "Prevention Plan") and as approved by CITY under its Stormwater Management Program. Prior to commencement of any improvement, SUBLESSEE shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amounts of "Pollutants," as defined by the Code, and other sediments discharged from the Master Lease Premises. CITY may review the Prevention Plan periodically. Within ninety (90) days after written notice from CITY requesting an update of the Prevention Plan, SUBLESSEE shall submit an updated Prevention Plan to CITY'S satisfaction. SUBLESSEE shall implement all changes to the Prevention Plan as required by CITY and to ensure compliance with all applicable laws, ordinances, and regulations. SUBLESSEE shall inform its employees, contractors, subcontractors, agents and vendors of the Prevention Plan and ensure their compliance therewith.

13. Compliance with Law. SUBLESSOR shall require that SUBLESSEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to SUBLESSEE's Communication Facility and SUBLESSEE'S use of the Premises.
14. Controlling Law. The terms and provisions of this Agreement will be construed in accordance with, and will be governed by, the laws of the State of California.
15. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of CITY's consent to the Sublease, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in Agreement. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Agreement, and specifically states that agreement modifies this Agreement.
16. Partial Invalidity. If any term, covenant, or condition in this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of that term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants, and conditions of this Agreement will be valid and enforceable to the fullest extent permitted by law.
17. Default & City Remedies. If at any time, either SUBLESSOR or SUBLESSEE fail to comply with any of the terms and conditions set forth in this Agreement, and such failure remains uncured following receipt of written notice by

SUBLESSOR or SUBLESSEE, as the case may be, and expiration of the applicable notice and cure period set forth in the Master Lease, then thereafter, City may pursue all remedies available to City at law or in equity, including the right to elect to terminate this Agreement. Any such failure to comply with any term or condition of this Agreement shall constitute a default under the Master Lease, and the CITY may avail itself of any rights and remedies available under the Master Lease and at law.

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IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date upon the signature of all of the parties.

"CITY"

THE CITY OF SAN DIEGO,
a California municipal corporation

Date: 2/26/14

BY:

Name: James F. Barwick, CCIM

Title: Director, Real Estate Assets

"SUBLESSOR"

Symphony Asset Pool XVI, LLC

Date: 02.12.2014

BY:

Name: DARIO DE LUCA

Title: MANAGER

Environmental Analysis Section Environmental Clearance:

This activity (Consent to Sublease) is not subject to CEQA in accordance with CEQA Guidelines Section 15060 (c)(1) as the activity does not involve the exercise of discretionary powers by a public agency.

Date: 2/20/2014

BY:

Name: Maria Blake

Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

JAN GOLDSMITH, City Attorney

Date: 2/26/14

By:

Hilda R. Mendoza
Deputy City Attorney

Exhibit A: Sublease
[TO FOLLOW BEHIND THIS PAGE]

Exhibit B: Interference Protection Requirements

- a. **Interference.** At any time during the term of the License, SUBLESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed communications equipment, transmission frequencies that are currently being operated at the Premises, and similar or other relevant data from other authorized wireless communications facility operators operating at the Premises ("Operators"). The information required to compile the Report, including transmit frequencies currently operated at the Hotel Property, may require collection of data from other Operators. A listing of other Operators may be obtained from CITY. CITY shall not be responsible for any omitted data provided for the purpose of creating the Report. If required, the Report shall be provided to CITY'S Information Technology and Communication ("IT&C") Division, Senior Communications Engineer.
- b. **Pre-installation Notification.** NCWP shall notify all Operators of the proposed communications equipment installation/changes within fourteen (14) days of signing this document. A listing of all Operators may be obtained from CITY and used to compile a notification list.
 - (1) The notification shall be in the form of a letter to each listed user giving a technical data summary of the proposed communications equipment or modified communications equipment or changed installation to be installed or proposed at the Hotel Property and shall specify the approximate date of installation or change.
 - (2) An additional notification letter shall be sent to CITY'S IT&C Senior Communications Engineer that includes a list of all Operators notified. NCWP shall make complete arrangements and conduct all tests and operations in accordance with applicable Federal/FCC rules and regulations.
 - (3) **Radio Frequency Interference with CITY'S Radio Equipment.** The communications equipment use proposed by NCWP shall not directly or indirectly result in degraded technical performance of CITY'S existing radio equipment installed at the Hotel Property or used in the general area. Resulting degraded technical performance in this instance shall include but not be limited to:
 - (a) Detectable or measurable received intermodulation;
 - (b) Audio distortion or noise;
 - (c) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

- c. Modifications to Equipment. NCWP's modifications to its communications equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions may require re-notification to existing Operators, and providing a new Report.
- d. Resulting Interference. Should an interference problem occur at the Premises or in the nearby surrounding area as a result of NCWP's newly installed, retuned, or modified communications equipment, NCWP shall be responsible for initiating mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. If harmful interference cannot be resolved, CITY may recognize the right of prior Operators and withhold approval or disallow use of NCWP's new or modified communications equipment pending settlement of the interference problems between NCWP and other Operators. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by NCWP as a result of CITY'S withholding such approval or disallowing such use. NCWP waives any claim for expense or loss which NCWP might incur as a result of CITY'S withholding its approval or disallowing the use.

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TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all Operators.

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY

FILTER

ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all Operators.

Bottom section is to be completed by each Operator after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

User:

"On-the-air" interference testing has been completed at the above stated location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did ☐ did not ☐ result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Operator)

(Operator's Representative)

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-GAW-CRT-13-14 X	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co NAIC # 24147 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** CHI-004864590-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			MWZY 60244	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 3,340,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 3,340,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,340,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: SS0068 (The Plunge); FA# 10090955

City of San Diego, its elected officials, officers, representatives, agents & employees are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER

City of San Diego Attn: Vladimir Balotsky 1200 Third Avenue, Suite 1700 San Diego, CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 018566

LOC #: St. Louis

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Mobility LLC One AT&T Plaza 208 South Akard, Room 2731 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Market: San Diego
Cell Site Number: SS0068
Cell Site Name: The Plunge
Fixed Asset Number: 10090955

STRUCTURE SUBLEASE AGREEMENT

THIS STRUCTURE SUBLEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Symphony Asset Pool XVI LLC, a Delaware limited liability company, having a mailing address of 5505 Cancha de Golf, Rancho Santa Fe, California 92091 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, Georgia 30324 ("Tenant").

BACKGROUND

Landlord is the lessee under a ground lease with the City of San Diego as legal owner ("Owner") of the Property for that certain plot, parcel or tract of land, as described on Exhibit I ("Ground Lease") improved with a structure (the "Structure"), together with all rights and privileges arising in connection therewith as permitted under the terms of the Ground Lease, located at 3115 Ocean Front Walk, in the City and County of San Diego, State of California (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. SUBLEASE OF PREMISES. Landlord hereby subleases to Tenant:

(i) approximately two hundred forty-five (245) square feet of ground space, including the air space above such ground space, as described or depicted on attached Exhibit I for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment as described or depicted on Exhibit I (collectively, the space referenced in (i) and (ii) is the "Equipment Space");

(iii) that certain space on the building's facades, as generally depicted on attached Exhibit I, where Tenant shall have the right to install its antennas and other equipment (collectively, the "Antenna Space"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located, between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property as described or depicted on Exhibit I (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements as described or depicted on Exhibit I or such other locations as Landlord shall have the right to approve, and which approval shall not be unreasonably withheld, conditioned or delayed. Landlord further agrees that Tenant shall have the right to install, replace and maintain, in accordance with Laws (as defined below in Section 24(d) below), utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "Premises."

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, l beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property. Tenant further has the right, but not the obligation, with Landlord's prior written consent which shall not be unreasonably withheld, conditioned

or delayed, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will be deemed to limit Tenant's Permitted Use and any changes must be approved by Landlord. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility, provided they each comply with the CGL insurance requirements set forth in Paragraph 7 below. Tenant shall keep the Property and the Premises free from any and all mechanic's or other liens related to the construction of the Communications Facility and Tenant's use of the Premises. Tenant and its contractors, agents and representatives shall not materially and adversely interfere with the lawful use of the Property by Landlord or its tenants during the construction or installation of the Communications Facility or related improvements. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense so long as same is in accordance with the drawings attached as Exhibit 1. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas (collectively "Tenant Changes") or relocate the Communication Facility at any time during the term of this Agreement upon obtaining Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event shall Tenant be required to obtain Landlord's approval for any Tenant Changes within the footprint of the Premises leased to Tenant, or for any other Tenant Changes which do not materially and adversely affect the aesthetic appearance of the Communication Facility initially approved by Landlord hereunder, when viewed by the general public with the naked eye from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises. For those alterations or improvements requiring Landlord's reasonable approval, in no event shall Landlord condition any such approval on any increase in Rent or any other direct or indirect costs or fees to Tenant under this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with Laws. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to negotiate in good faith with Tenant to sublease to Tenant the Additional Premises, upon terms and conditions reasonably acceptable to both parties. The parties agree to take such actions and enter into and deliver to the other party such documents reasonably necessary to effect and memorialize the sublease of the Additional Premises to Tenant.

(b) Prior to the initial installation of Tenant's Changes, Tenant will supply the Landlord with plans and specifications ("Plans") to be reviewed and approved by the Landlord prior to commencement of Tenant's Changes. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit 1. If the Landlord disapproves the Plans then the Tenant will provide the Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the Plans upon a second (2nd) submission, Tenant may terminate this Agreement. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes when no changes to the exterior appearance of Tenant's Communication Facility are made.

3. **TERM.**

(a) The initial sublease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then existing Extension Term.

(c) Unless Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term") and the Rent shall increase by Twenty-Five Percent above the Rent paid for the last month of the Annual Term, subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Three Thousand Two Hundred Fifty and No/100 Dollars (\$3,250.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges, other than Rent, payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file, at Tenant's cost, all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals at no cost to Landlord. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities at no cost and without materially and adversely interfering with the lawful operations of Landlord or its tenants at the Property.

(b) Tenant has the right to obtain at its sole cost and expense a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice at its sole cost. Tenant shall provide Landlord with copies of the title report or commitment and the survey, if obtained.

(c) During the Term, Licensee may also perform and obtain, at Licensee's sole cost and expense, non-invasive Phase I engineering procedures, environmental investigation or other tests or reports (including testing for the presence of lead based paint and/or asbestos containing materials) on, over, and under the

Property, necessary to determine if the Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Licensee may only perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, Phase II engineering procedures, environmental investigation or other Phase II tests or reports on, over, and under the Property, with Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses; or

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant.

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for technological or economic reasons, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation and, 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will carry and maintain throughout the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors. Tenant shall provide Landlord with a certificate of insurance evidencing the coverages and endorsements required hereunder prior to entering the Premises.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a sublease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in

writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use its best efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes material and adverse electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility, the use of the Premises by Tenant, its employees, agents, representatives, subtenants, sublicensees, contractors or subcontractors, or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents, independent contractors representatives, tenants, licensees, contractors or subcontractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, representatives, tenants, licensees, contractors or subcontractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents, independent contractors representatives, subtenants, sublicensees, contractors or subcontractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely controls the Property pursuant to the Ground Lease and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, subleases, or any other agreements of record or not of record, which would materially and adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) Landlord represents, warrants and agrees that: (i) a true and correct copy of the Ground Lease including all amendments thereto is attached hereto as Exhibit 10(c)(1); (ii) to the best of Landlord's actual knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; (iv) during the Term, Tenant shall not be responsible for any cost or expense under the Ground Lease unless expressly set forth in this Agreement with specific reference to the applicable section of the Ground Lease; (v) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default beyond any applicable cure period under or cause the Ground Lease to be terminated; (vi) notwithstanding any provision of the Ground Lease to the contrary, Tenant shall not be responsible directly or indirectly for any cost or expense under the Ground Lease unless expressly set forth herein including the specific section reference of the Ground Lease (vii) and within twenty (20) days of the Effective Date, Landlord agrees to secure and deliver to Tenant at no additional cost to Tenant, the unconditional written consent of Owner to this Agreement to the extent, if at all, that the consent of Owner is required under the terms and conditions of the Ground Lease.

11. ENVIRONMENTAL

(a) Landlord represents and warrants to Landlord's actual knowledge, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

(b) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(c) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(e) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property not caused by or related to Tenant's use of the Premises, that Tenant reasonably determines, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord, but shall have no right to report same to any governmental or regulating authority except to the extent required under Laws.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant a license coupled with an interest for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 1.2; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Tenant covenants and agrees that it shall promptly repair any damage to the Property caused by the removal of all or any portion of the Communication Facility. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Upon expiration or termination of this Agreement, Tenant shall promptly remove the Communication Facility and related improvements from the Premises. Any portions of the Communication Facility and related improvements that Tenant does not remove within ninety (90) days after the expiration or termination of the Agreement shall be deemed abandoned by Tenant following Landlord's compliance with all written notification requirements to Tenant as required under Laws. Any expense Landlord incurs to remove all such abandoned property shall be paid by Tenant.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption, at Tenant's sole cost and expense. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant a license coupled with an interest over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable license evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) business days after Tenant's receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) business days after Tenant's receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to (i) terminate this Agreement by providing written notice to Tenant, and (ii) exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) **Assignment.** Tenant will have the right to assign, sell or transfer (each a "Transfer") its interest under this Agreement without the approval or consent of Landlord, to (i) any Affiliate of Tenant or (ii) to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such Transfer, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Any other Transfer of the Agreement shall be subject to Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed.

(b) **Sublease.** Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent only to any Affiliate of Tenant. Any other sublease of the Premises shall be subject to Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall not be relieved of its performance, liabilities or obligations pursuant to any sublease, and whether or not the consent of Landlord is required to the sublease pursuant to this Section 16(b).

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SS0068; Cell Site Name: The Plunge (CA)
Fixed Asset No.: 10090955
373 Morosgo Drive NE, 13F, West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department - Network Operations
Re: Cell Site #: SS0068; Cell Site Name: The Plunge (CA)
Fixed Asset No: 10090955
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Symphony Asset Pool XVI, LLC
Attention: Mirko Marrone
5505 Cancha de Golf
Rancho Santa Fe, CA 92091

With a copy to: Judkins, Glat & Hulme LLP
600 B Street, Suite 2350
San Diego, CA 92106
Attention: Dave Getz, Esq.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within five (5) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, and provided same does not, in Landlord's reasonable judgment, interfere with construction or rebuilding, Landlord will permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within ninety (90) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for all taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the of such notice of assessment. Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord. All such payments and reimbursements by Tenant shall be made to Landlord within thirty (30) days of Tenant's receipt of written notice from Landlord accompanied by reasonable substantiation requested by Tenant.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law or to avoid a lien on the Property.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may not exercise such right without first having provided to Landlord notice and the opportunity to cure per Section 15(b).

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration - Taxes
Re: Cell Site #: SS0068; Cell Site Name: The Plunge (CA)
Fixed Asset No: 10090955
575 Morosgo Drive NE, 13F, West Tower
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. New deed to Property
- ii. Bill of Sale or Transfer
- iii. New IRS Form W-9
- iv. Completed and Signed AT&T Payment Direction Form
- v. Full contact information for new Landlord including phone number(s)

(c) [Intentionally omitted]

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Sublease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Sublease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Sublease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property.

Landlord agrees to comply with all Laws relating to Landlord's use of the Property and any improvements on the Property.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any name in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

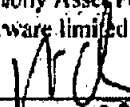
(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(u) **Condition Precedent.** This Agreement is subject to the written approval of Owner in the form attached as Exhibit 24(o), or such other form as Tenant shall have the right to approval in its reasonable discretion. Landlord shall use best efforts to obtain the written approval of Owner within ten (10) business days following the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

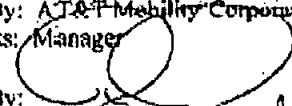
Symphony Asset Pool XVI LLC,
a Delaware limited liability company

By: 
Print Name: ROBERT COLUCCI
Its: CEO
Date: AUGUST 15th, 2013

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: DOREEN JAISMA
Its: President
Date: 8/20/13, 2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of California

County of San Diego

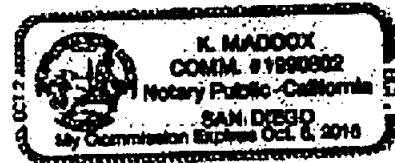
On August 15, 2013 before me, K. MADDOX, A Notary Public
(insert name and title of the officer)

personally appeared Robert Colucci
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



TENANT ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of San Diego)

On August 20, 2013 before me, Michelle Thurman, Notary Public
(insert name and title of the officer)

personally appeared James Jansma
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Michelle T (Seal)

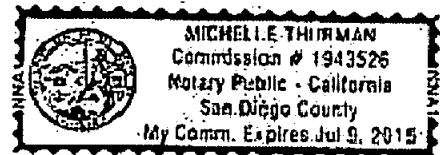


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 13

to the Structure Sublease Agreement dated August 20, 2013, by and between Symphony Asset Pool XVI LLC, a Delaware limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company as Tenant.

Property

The Property is legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 1803 OF PUEBLO LANDS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, NOW KNOWN AS MISCELLANEOUS MAP NO. 36, AND THE UNNUMBERED TRACT OF MISSION BEACH ACCORDING TO MAP THEREOF NO. 1809 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF SAN DIEGO SURVEY MONUMENT "BELMONT" AT THE INTERSECTION OF VENTURA PLACE AND OCEAN FRONT WALK AS SHOWN ON SAID MAP OF MISSION BEACH, SAID MONUMENT HAVING THE NAD 83 COORDINATES OF NORTH 1862178.44 AND EAST 6253378.64; THENCE SOUTH 16° 37' 33" EAST 59.92 FEET; THENCE NORTH 87° 54' 07" EAST 95.24 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 87° 54' 07" EAST 282.37 FEET TO A POINT WHICH BEARS SOUTH 38° 19' 53" WEST 117.98 FEET FROM FOUND CITY ENGINEERS DISK, HAVING THE NAD 83 COORDINATES OF NORTH 1862196.79 AND EAST 6253873.55; THENCE SOUTH 2° 05' 26" EAST 6.00 FEET; THENCE SOUTH 82° 10' 35" EAST 48.54 FEET; THENCE SOUTH 2° 06' 02" EAST 15.35 FEET; THENCE SOUTH 76° 46' 12" WEST 2.48 FEET; THENCE SOUTH 85° 50' 44" WEST 8.27 FEET; THENCE SOUTH 61° 52' 00" WEST 16.35 FEET; THENCE SOUTH 45° 55' 46" WEST 16.67 FEET; THENCE SOUTH 27° 35' 45" WEST 16.17 FEET; THENCE SOUTH 8° 34' 41" WEST 16.24 FEET; THENCE SOUTH 0° 48' 23" WEST 7.96 FEET; THENCE SOUTH 10° 58' 52" EAST 16.51 FEET; THENCE SOUTH 18° 19' 55" EAST 39.37 FEET;

THENCE SOUTH 66° 29' 00" WEST 7.24 FEET; THENCE SOUTH 29° 04' 14" WEST 16.54 FEET; THENCE SOUTH 12° 29' 57" WEST 16.04 FEET; THENCE SOUTH 43° 28' 16" WEST 22.28 FEET; THENCE NORTH 48° 23' 47" WEST 3.43 FEET; THENCE SOUTH 43° 11' 04" WEST 41.48 FEET; THENCE SOUTH 45° 36' 13" EAST 3.49 FEET; THENCE SOUTH 43° 00' 50" WEST 37.12 FEET; THENCE SOUTH 2° 28' 39" WEST 52.83 FEET, TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 20.00 FEET, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 10° 58' 26" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.19 FEET, THROUGH A CENTRAL ANGLE OF 135° 11' 04"; THENCE SOUTH 1° 59' 46" EAST 148.09 FEET;

THENCE SOUTH 43° 30' 22" EAST 8.93 FEET; THENCE SOUTH 36° 18' 07" EAST 24.47 FEET; THENCE SOUTH 64° 23' 15" EAST 24.49 FEET; THENCE NORTH 85° 57' 19" EAST 24.31 FEET; THENCE NORTH 62° 39' 09" EAST 16.27 FEET; THENCE NORTH 36° 08' 36" EAST 24.54 FEET; THENCE NORTH 6° 31' 45" EAST 32.32 FEET; THENCE NORTH 1° 55' 51" WEST 119.94 FEET; THENCE NORTH 2° 22' 56" WEST 63.36 FEET, TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 87° 37' 04" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.39 FEET,

THROUGH A CENTRAL ANGLE OF 30° 21' 47"; THENCE NORTH 27° 58' 51" EAST 94.78 FEET; THENCE NORTH 28° 02' 49" EAST 15.98 FEET; THENCE NORTH 20° 38' 12" EAST 17.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS OF 54.00 FEET, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 69° 21' 52" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.70 FEET, THROUGH A CENTRAL ANGLE OF 10° 17' 47"; THENCE NORTH 81° 24' 11" EAST 7.51 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF MISSION BOULEVARD, THENCE SOUTH 8° 36' 03" EAST 71.87 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,980.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 81° 23' 57" EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.62 FEET; THROUGH A CENTRAL ANGLE OF 6° 30' 00"; THENCE SOUTH 2° 06' 03" EAST 363.91 FEET; THENCE SOUTH 87° 50' 57" WEST 511.36 FEET; THENCE NORTH 2° 01' 38" WEST 532.19 FEET; THENCE NORTH 87° 58' 21" EAST 75.73 FEET; THENCE NORTH 2° 02' 55" WEST 92.48 FEET; THENCE NORTH 87° 56' 16" EAST 19.62 FEET; THENCE NORTH 2° 03' 45" WEST 129.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION, LYING BELOW THE MEAN TIDE LINE OF THE PACIFIC OCEAN, ALSO EXCEPTING THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE AND THE SAME AS RESERVED BY THE STATE OF CALIFORNIA BY CHAPTER 119 STATUTES OF 1943, RECORDED SEPTEMBER 3, 1986 AS FILE NO. 86-385271 OF OFFICIAL RECORDS.

CONTAINS 7.191 ACRES (MORE OR LESS).

Premises

The Premises are described and/or depicted as follows:

[Plan set prepared by Booth & Suarez dated June 21, 2013 consisting of eleven (11) pages appears on following pages.]

Notes

- 1 THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT
- 2 ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES
- 3 WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS
- 4 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



Answer: 1, 2, 3, 4

1. Subject: [redacted]
 2. Reference: [redacted]
 3. Date: [redacted]
 4. Time: [redacted]
 5. Place: [redacted]

संयोजकता संकेतः [२] ५०४३ एफ

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On the subject of "The American People,"

- [illegible]

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1. **Author:** [Name]
 2. **Title:** [Title]
 3. **Journal:** [Journal Name]
 4. **Volume:** [Volume]
 5. **Issue:** [Issue]
 6. **Page:** [Page]

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2022 "5" MEXICO PRESTIGE

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COUNCIL MEETING	
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TIME	10:00 AM
PLACE	CITY HALL
ATTENDANCE	10 MEMBERS

DATE FILE

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1999-2000 144 13 1329

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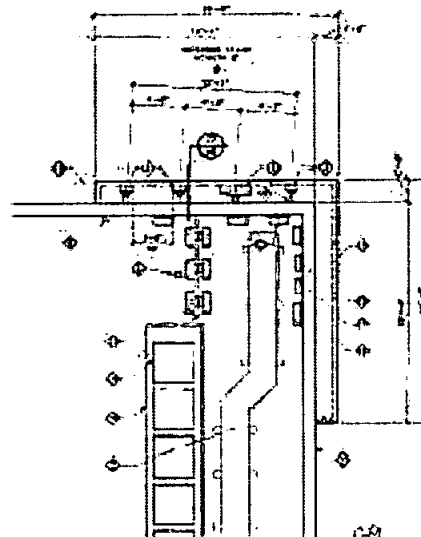
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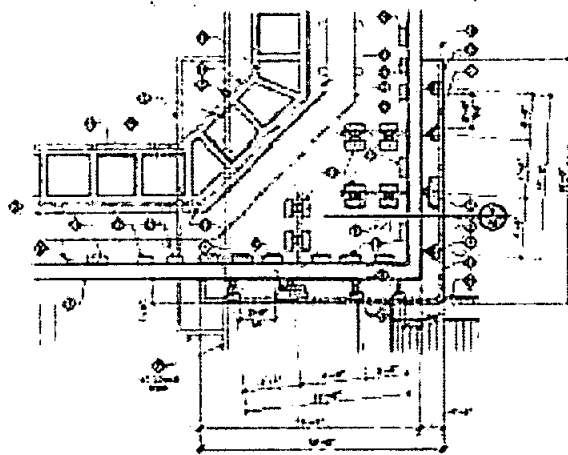
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ANTENNA PLAN "A"



ANTENNA PLAN "B & C"

ANTENNA AND CABLE LAYOUT SCHEDULE											
NO.	ANTENNA	TYPE	HEIGHT	LOCATION	COORDINATES	DATE	STATUS	REMARKS	DESIGNER	CHECKER	APPROVER
1	ANTENNA 1	TYPE 1	100'	LOCATION 1	COORDINATES 1	DATE 1	STATUS 1	REMARKS 1	DESIGNER 1	CHECKER 1	APPROVER 1
2	ANTENNA 2	TYPE 2	100'	LOCATION 2	COORDINATES 2	DATE 2	STATUS 2	REMARKS 2	DESIGNER 2	CHECKER 2	APPROVER 2
3	ANTENNA 3	TYPE 3	100'	LOCATION 3	COORDINATES 3	DATE 3	STATUS 3	REMARKS 3	DESIGNER 3	CHECKER 3	APPROVER 3
4	ANTENNA 4	TYPE 4	100'	LOCATION 4	COORDINATES 4	DATE 4	STATUS 4	REMARKS 4	DESIGNER 4	CHECKER 4	APPROVER 4
5	ANTENNA 5	TYPE 5	100'	LOCATION 5	COORDINATES 5	DATE 5	STATUS 5	REMARKS 5	DESIGNER 5	CHECKER 5	APPROVER 5
6	ANTENNA 6	TYPE 6	100'	LOCATION 6	COORDINATES 6	DATE 6	STATUS 6	REMARKS 6	DESIGNER 6	CHECKER 6	APPROVER 6
7	ANTENNA 7	TYPE 7	100'	LOCATION 7	COORDINATES 7	DATE 7	STATUS 7	REMARKS 7	DESIGNER 7	CHECKER 7	APPROVER 7
8	ANTENNA 8	TYPE 8	100'	LOCATION 8	COORDINATES 8	DATE 8	STATUS 8	REMARKS 8	DESIGNER 8	CHECKER 8	APPROVER 8
9	ANTENNA 9	TYPE 9	100'	LOCATION 9	COORDINATES 9	DATE 9	STATUS 9	REMARKS 9	DESIGNER 9	CHECKER 9	APPROVER 9
10	ANTENNA 10	TYPE 10	100'	LOCATION 10	COORDINATES 10	DATE 10	STATUS 10	REMARKS 10	DESIGNER 10	CHECKER 10	APPROVER 10

KEYED NOTES:

- 1. ANTENNA 1 (TYPE 1) IS LOCATED AT LOCATION 1.
- 2. ANTENNA 2 (TYPE 2) IS LOCATED AT LOCATION 2.
- 3. ANTENNA 3 (TYPE 3) IS LOCATED AT LOCATION 3.
- 4. ANTENNA 4 (TYPE 4) IS LOCATED AT LOCATION 4.
- 5. ANTENNA 5 (TYPE 5) IS LOCATED AT LOCATION 5.
- 6. ANTENNA 6 (TYPE 6) IS LOCATED AT LOCATION 6.
- 7. ANTENNA 7 (TYPE 7) IS LOCATED AT LOCATION 7.
- 8. ANTENNA 8 (TYPE 8) IS LOCATED AT LOCATION 8.
- 9. ANTENNA 9 (TYPE 9) IS LOCATED AT LOCATION 9.
- 10. ANTENNA 10 (TYPE 10) IS LOCATED AT LOCATION 10.

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THE PLUNGE

PROJECT NUMBER 650068

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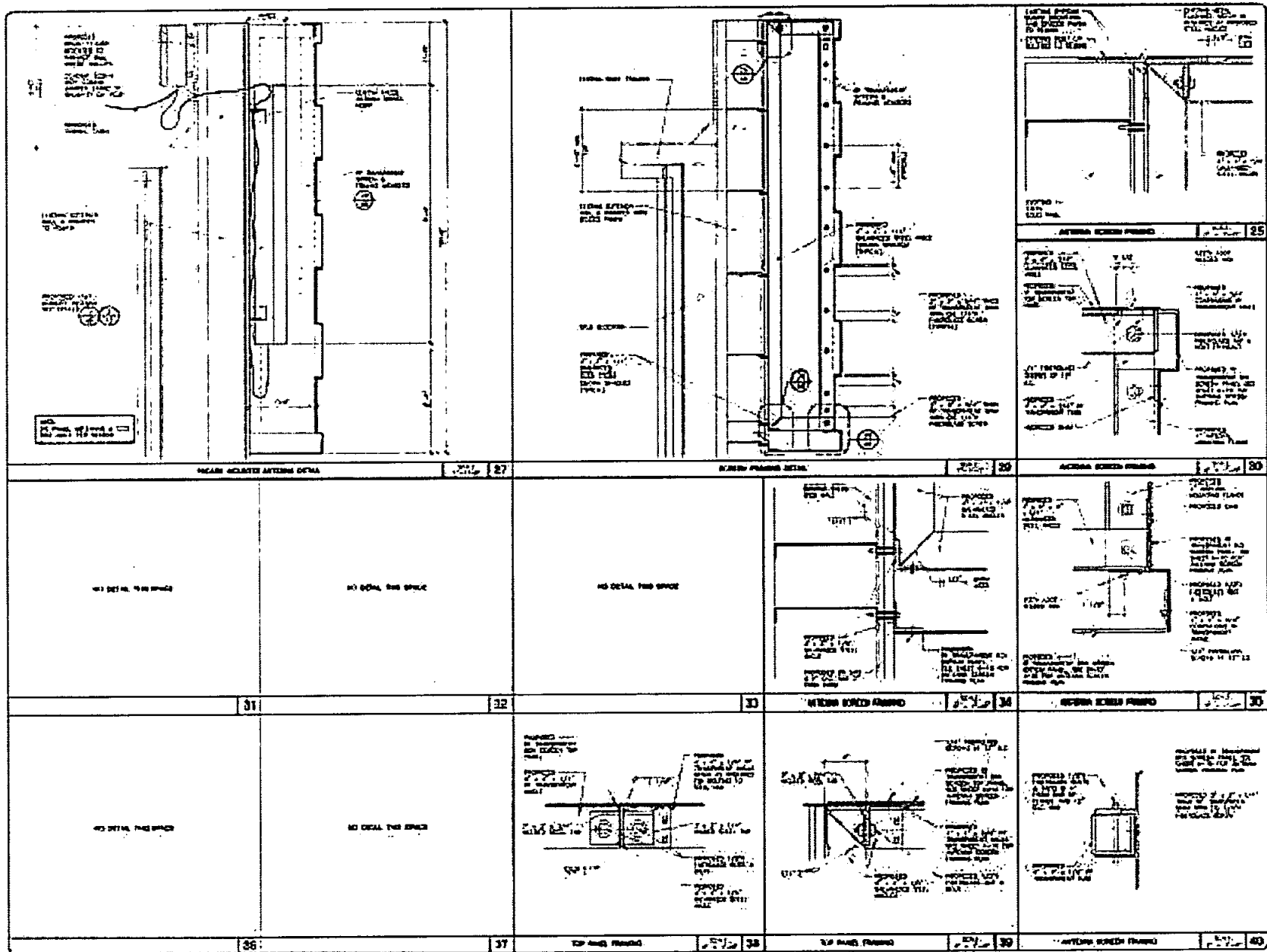
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ANTENNA PLANS

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BOOTH SHARZ & ASSOCIATES
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 DENVER, CO 80202
 (303) 733-1111

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2100 10TH AVENUE, SUITE 1000
 DENVER, CO 80202

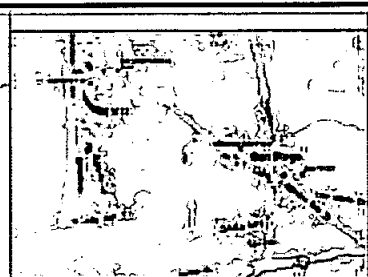
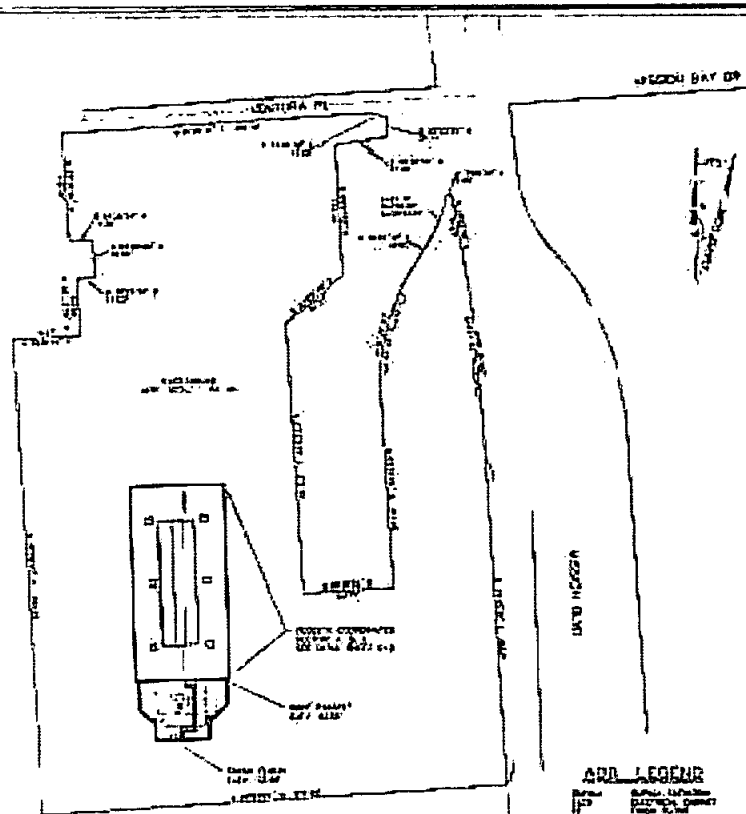
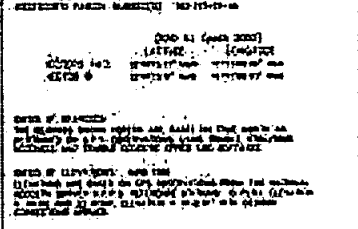
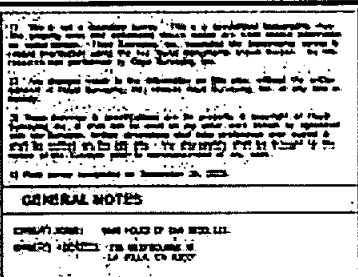
THE PLUNGE
 PROJECT NUMBER
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1100 10TH AVENUE, SUITE 1000
 DENVER, CO 80202

DETAILS

1. LIVING AREA
 2. KITCHEN
 3. BATHROOM
 4. BEDROOM
 5. CLOSET
 6. ENTRY
 7. PORCH
 8. TERRACE
 9. STAIRS
 10. HALLWAY
 11. BATHROOM
 12. KITCHEN
 13. LIVING AREA
 14. BEDROOM
 15. CLOSET
 16. ENTRY
 17. PORCH
 18. TERRACE
 19. STAIRS
 20. HALLWAY
 21. BATHROOM
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 24. BEDROOM
 25. CLOSET
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 27. PORCH
 28. TERRACE
 29. STAIRS
 30. HALLWAY
 31. BATHROOM
 32. KITCHEN
 33. LIVING AREA
 34. BEDROOM
 35. CLOSET
 36. ENTRY
 37. PORCH
 38. TERRACE
 39. STAIRS
 40. HALLWAY

A-6

[illegible]

SITE DATA		
PROJECT NAME: <u>DESIGNATION</u> FEDERAL AGENCY: <u>PROGRAM</u> COUNTY: <u>STATE</u> COUNTY: <u>STATE</u> COUNTY: <u>STATE</u> PLANT: <u>1000</u> COUNTY: <u>STATE</u> COUNTY: <u>STATE</u> THE FLOOD ZONE: <u>DESIGNATION</u> THE FLOOD ZONE: <u>DESIGNATION</u>		
FEMA FLOOD ZONE INFORMATION		
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NATIONAL INFORMATION 1. NAME: FLORIAN, JOSEPH J. 2. ADDRESS: 1000 N. 10TH ST. APT. 1000 WASHINGTON, D.C. 20004 3. PHONE: 202/331-1234 4. FAX: 202/331-1234 5. E-MAIL: JOSEPH.FLORIAN@NATIONAL-INFO.COM 6. DATE: 11/15/2000 7. SUBJECT: FLORIAN, JOSEPH J. 8. TYPE: FLORIAN, JOSEPH J. 9. STATUS: FLORIAN, JOSEPH J. 10. COMMENTS: FLORIAN, JOSEPH J. 11. ACTION: FLORIAN, JOSEPH J. 12. DATE: 11/15/2000 13. TIME: 11/15/2000 14. BY: FLORIAN, JOSEPH J. 15. FOR: FLORIAN, JOSEPH J. 16. FROM: FLORIAN, JOSEPH J. 17. TO: FLORIAN, JOSEPH J. 18. CC: FLORIAN, JOSEPH J. 19. BCC: FLORIAN, JOSEPH J. 20. INFO: FLORIAN, JOSEPH J. 21. ACTION: FLORIAN, JOSEPH J. 22. DATE: 11/15/2000 23. TIME: 11/15/2000 24. BY: FLORIAN, JOSEPH J. 25. FOR: FLORIAN, JOSEPH J. 26. FROM: FLORIAN, JOSEPH J. 27. TO: FLORIAN, JOSEPH J. 28. CC: FLORIAN, JOSEPH J. 29. BCC: FLORIAN, JOSEPH J. 30. INFO: FLORIAN, JOSEPH J. 31. ACTION: FLORIAN, JOSEPH J. 32. DATE: 11/15/2000 33. TIME: 11/15/2000 34. BY: FLORIAN, JOSEPH J. 35. FOR: FLORIAN, JOSEPH J. 36. FROM: FLORIAN, JOSEPH J. 37. TO: FLORIAN, JOSEPH J. 38. CC: FLORIAN, JOSEPH J. 39. BCC: FLORIAN, JOSEPH J. 40. INFO: FLORIAN, JOSEPH J. 41. ACTION: FLORIAN, JOSEPH J. 42. DATE: 11/15/2000 43. TIME: 11/15/2000 44. BY: FLORIAN, JOSEPH J. 45. FOR: FLORIAN, JOSEPH J. 46. FROM: FLORIAN, JOSEPH J. 47. TO: FLORIAN, JOSEPH J. 48. CC: FLORIAN, JOSEPH J. 49. BCC: FLORIAN, JOSEPH J. 50. INFO: FLORIAN, JOSEPH J. 51. ACTION: FLORIAN, JOSEPH J. 52. DATE: 11/15/2000 53. TIME: 11/15/2000 54. BY: FLORIAN, JOSEPH J. 55. FOR: FLORIAN, JOSEPH J. 56. FROM: FLORIAN, JOSEPH J. 57. TO: FLORIAN, JOSEPH J. 58. CC: FLORIAN, JOSEPH J. 59. BCC: FLORIAN, JOSEPH J. 60. INFO: FLORIAN, JOSEPH J. 61. ACTION: FLORIAN, JOSEPH J. 62. DATE: 11/15/2000 63. TIME: 11/15/2000 64. BY: FLORIAN, JOSEPH J. 65. FOR: FLORIAN, JOSEPH J. 66. FROM: FLORIAN, JOSEPH J. 67. TO: FLORIAN, JOSEPH J. 68. CC: FLORIAN, JOSEPH J. 69. BCC: FLORIAN, JOSEPH J. 70. INFO: FLORIAN, JOSEPH J. 71. ACTION: FLORIAN, JOSEPH J. 72. DATE: 11/15/2000 73. TIME: 11/15/2000 74. BY: FLORIAN, JOSEPH J. 75. FOR: FLORIAN, JOSEPH J. 76. FROM: FLORIAN, JOSEPH J. 77. TO: FLORIAN, JOSEPH J. 78. CC: FLORIAN, JOSEPH J. 79. BCC: FLORIAN, JOSEPH J. 80. INFO: FLORIAN, JOSEPH J. 81. ACTION: FLORIAN, JOSEPH J. 82. DATE: 11/15/2000 83. TIME: 11/15/2000 84. BY: FLORIAN, JOSEPH J. 85. FOR: FLORIAN, JOSEPH J. 86. FROM: FLORIAN, JOSEPH J. 87. TO: FLORIAN, JOSEPH J. 88. CC: FLORIAN, JOSEPH J. 89. BCC: FLORIAN, JOSEPH J. 90. INFO: FLORIAN, JOSEPH J. 91. ACTION: FLORIAN, JOSEPH J. 92. DATE: 11/15/2000 93. TIME: 11/15/2000 94. BY: FLORIAN, JOSEPH J. 95. FOR: FLORIAN, JOSEPH J. 96. FROM: FLORIAN, JOSEPH J. 97. TO: FLORIAN, JOSEPH J. 98. CC: FLORIAN, JOSEPH J. 99. BCC: FLORIAN, JOSEPH J. 100. INFO: FLORIAN, JOSEPH J. 101. ACTION: FLORIAN, JOSEPH J. 102. DATE: 11/15/2000 103. TIME: 11/15/2000 104. BY: FLORIAN, JOSEPH J. 105. FOR: FLORIAN, JOSEPH J. 106. FROM: FLORIAN, JOSEPH J. 107. TO: FLORIAN, JOSEPH J. 108. CC: FLORIAN, JOSEPH J. 109. BCC: FLORIAN, JOSEPH J. 110. INFO: FLORIAN, JOSEPH J. 111. ACTION: FLORIAN, JOSEPH J. 112. DATE: 11/15/2000 113. TIME: 11/15/2000 114. BY: FLORIAN, JOSEPH J. 115. FOR: FLORIAN, JOSEPH J. 116. FROM: FLORIAN, JOSEPH J. 117. TO: FLORIAN, JOSEPH J. 118. CC: FLORIAN, JOSEPH J. 119. BCC: FLORIAN, JOSEPH J. 120. INFO: FLORIAN, JOSEPH J. 121. ACTION: FLORIAN, JOSEPH J. 122. DATE: 11/15/2000 123. TIME: 11/15/2000 124. BY: FLORIAN, JOSEPH J. 125. FOR: FLORIAN, JOSEPH J. 126. FROM: FLORIAN, JOSEPH J. 127. TO: FLORIAN, JOSEPH J. 128. CC: FLORIAN, JOSEPH J. 129. BCC: FLORIAN, JOSEPH J. 130. INFO: FLORIAN, JOSEPH J. 131. ACTION: FLORIAN, JOSEPH J. 132. DATE: 11/15/2000 133. TIME: 11/15/2000 134. BY: FLORIAN, JOSEPH J. 135. FOR: FLORIAN, JOSEPH J. 136. FROM: FLORIAN, JOSEPH J. 137. TO: FLORIAN, JOSEPH J. 138. CC: FLORIAN, JOSEPH J. 139. BCC: FLORIAN, JOSEPH J. 140. INFO: FLORIAN, JOSEPH J. 141. ACTION: FLORIAN, JOSEPH J. 142. DATE: 11/15/2000 143. TIME: 11/15/2000 144. BY: FLORIAN, JOSEPH J. 145. FOR: FLORIAN, JOSEPH J. 146. FROM: FLORIAN, JOSEPH J. 147. TO: FLORIAN, JOSEPH J. 148. CC: FLORIAN, JOSEPH J. 149. BCC: FLORIAN, JOSEPH J. 150. INFO: FLORIAN, JOSEPH J. 151. ACTION: FLORIAN, JOSEPH J. 152. DATE: 11/15/2000 153. TIME: 11/15/2000 154. BY: FLORIAN, JOSEPH J. 155. FOR: FLORIAN, JOSEPH J. 156. FROM: FLORIAN, JOSEPH J. 157. TO: FLORIAN, JOSEPH J. 158. CC: FLORIAN, JOSEPH J. 159. BCC: FLORIAN, JOSEPH J. 160. INFO: FLORIAN, JOSEPH J. 161. ACTION: FLORIAN, JOSEPH J. 162. DATE: 11/15/2000 163. TIME: 	
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EXHIBIT 10c(i)

GROUND LEASE

[FOLLOWS ON NEXT PAGE]

**Recording Requested by
& When Recorded Return to:**

AT&T Network Real Estate Administration
575 Morosgo Drive NE, 13-F, West Tower
Atlanta, Georgia 30324

APN: 760-217-07

(Space Above This Line For Recorder's Use Only)

Cell Site No: 880066
Cell Site Name: The Punge (CA)
Fixed Asset Number: 10090215
State: California
County: San Diego

MEMORANDUM OF SUBLEASE

This Memorandum of Sublease is entered into, effective on the latest signature date below, by and between Symphony Asset Pool XVI LLC, a Delaware limited liability company, having a mailing address of 5505 Caneba de Golf, Rancho Santa Fe, California 92092 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, Georgia 30324 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Structure Sublease Agreement ("Agreement") on the ____ day of _____, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial sublease term will be five (5) years ("Initial Term") commencing on the Effective Date, with four (4) successive five (5) year options to renew.
3. The portion of the land being subleased to Tenant (the "Premises") is described in Exhibit I annexed hereto.
4. This Memorandum of Sublease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Sublease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signatures Appear On Following Page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sublease as of the
day and year written below.

"LANDLORD"

Symphony Asset Pool XVI LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT:

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT:

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Sublease dated _____, 2013, by and between Symphony Asset Pool XVI LLC, a Delaware limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

ALL THAT PORTION OF PUEBLO LOT 1803 OF PUEBLO LANDS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, NOW KNOWN AS MISCELLANEOUS MAP NO. 36, AND THE UNNUMBERED TRACT OF MISSION BEACH ACCORDING TO MAP THEREOF NO. 1809 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF SAN DIEGO SURVEY MONUMENT "BELMONT" AT THE INTERSECTION OF VENTURA PLACE AND OCEAN FRONT WALK AS SHOWN ON SAID MAP OF MISSION BEACH, SAID MONUMENT HAVING THE NAD '83 COORDINATES OF NORTH 1862178.44 AND EAST 6253378.64; THENCE SOUTH 16° 37' 33" EAST 59.92 FEET; THENCE NORTH 87° 54' 07" EAST 95.24 FEET, TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 87° 54' 07" EAST 282.37 FEET TO A POINT WHICH BEARS SOUTH 58° 19' 53" WEST 117.98 FEET FROM FOUND CITY ENGINEER'S DISK, HAVING THE NAD '83 COORDINATES OF NORTH 1862196.79 AND EAST 6253873.55; THENCE SOUTH 2° 05' 26" EAST 6.00 FEET; THENCE SOUTH 82° 10' 35" EAST 48.54 FEET; THENCE SOUTH 2° 06' 02" EAST 15.35 FEET; THENCE SOUTH 76° 46' 12" WEST 2.48 FEET; THENCE SOUTH 85° 50' 44" WEST 8.27 FEET; THENCE SOUTH 61° 52' 00" WEST 16.35 FEET; THENCE SOUTH 45° 55' 46" WEST 16.67 FEET; THENCE SOUTH 27° 35' 45" WEST 16.17 FEET; THENCE SOUTH 8° 34' 40" WEST 16.24 FEET; THENCE SOUTH 0° 48' 23" WEST 7.96 FEET; THENCE SOUTH 10° 58' 52" EAST 16.51 FEET; THENCE SOUTH 18° 19' 55" EAST 39.37 FEET;

THENCE SOUTH 11° 66' 29' 00" WEST 7.24 FEET; THENCE SOUTH 29° 04' 14" WEST 16.54 FEET; THENCE SOUTH 12° 29' 57" WEST 16.04 FEET; THENCE SOUTH 43° 28' 16" WEST 22.28 FEET; THENCE NORTH 48° 23' 47" WEST 3.43 FEET; THENCE SOUTH 43° 11' 04" WEST 41.48 FEET; THENCE SOUTH 45° 36' 13" EAST 3.49 FEET; THENCE SOUTH 43° 00' 50" WEST 37.12 FEET; THENCE SOUTH 2° 28' 19" WEST 52.83 FEET, TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 20.00 FEET, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 10° 58' 26" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.19 FEET, THROUGH A CENTRAL ANGLE OF 135° 11' 04"; THENCE SOUTH 1° 59' 46" EAST 148.09 FEET;

THENCE SOUTH 43° 30' 22" EAST 8.93 FEET; THENCE SOUTH 36° 18' 07" EAST 24.47 FEET; THENCE SOUTH 64° 23' 15" EAST 24.49 FEET; THENCE NORTH 85° 57' 19" EAST 24.31 FEET; THENCE NORTH 62° 39' 09" EAST 16.27 FEET; THENCE NORTH 36° 08' 36" EAST 24.54 FEET; THENCE NORTH 6° 31' 45" EAST 32.32 FEET; THENCE NORTH 1° 55' 51" WEST 119.04 FEET; THENCE NORTH 2° 22' 56" WEST 63.36 FEET, TO THE BEGINNING OF A CURVE, HAVING A

RADIUS OF 120.00 FEET, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 87° 37' 04" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.59 FEET, THROUGH A CENTRAL ANGLE OF 30° 21' 47"; THENCE NORTH 27° 58' 51" EAST 94.78 FEET; THENCE NORTH 28° 02' 49" EAST 15.98 FEET; THENCE NORTH 20° 38' 12" EAST 17.70 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS OF 54.00 FEET, CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 69° 21' 52" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.70 FEET, THROUGH A CENTRAL ANGLE OF 10° 17' 47"; THENCE NORTH 81° 24' 11" EAST 7.51 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF MISSION BOULEVARD; THENCE SOUTH 8° 36' 03" EAST 71.87 FEET, TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,980.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 81° 23' 57" EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.62 FEET, THROUGH A CENTRAL ANGLE OF 6° 30' 00"; THENCE SOUTH 2° 06' 03" EAST 363.91 FEET; THENCE SOUTH 87° 50' 57" WEST 511.36 FEET; THENCE NORTH 2° 01' 38" WEST 532.19 FEET; THENCE NORTH 87° 58' 21" EAST 75.73 FEET; THENCE NORTH 2° 02' 55" WEST 92.48 FEET; THENCE NORTH 87° 56' 16" EAST 19.62 FEET; THENCE NORTH 2° 03' 45" WEST 129.99 FEET TO THE POINT OF BEGINNING.

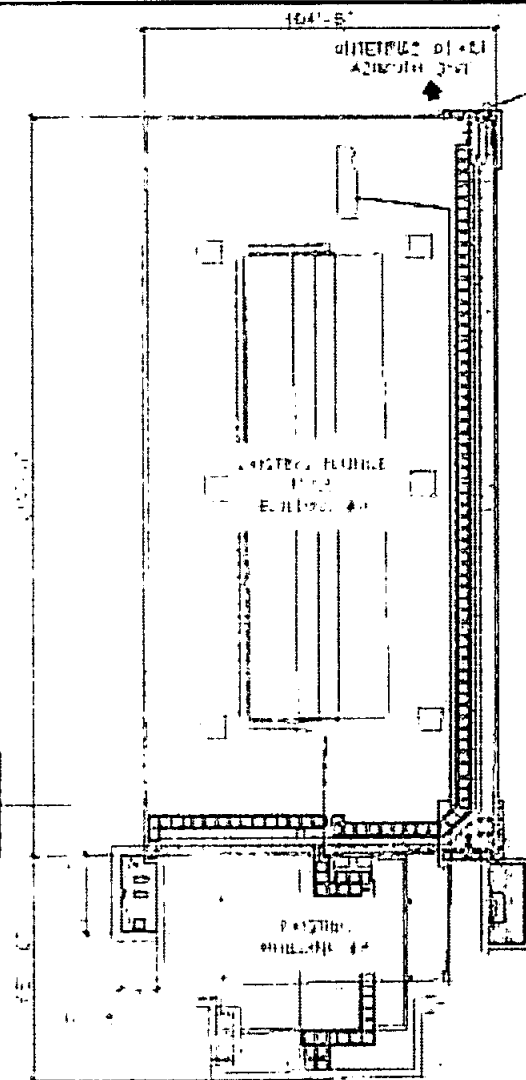
EXCEPTING THEREFROM ANY PORTION, LYING BELOW THE MEAN TIDE LINE OF THE PACIFIC OCEAN, ALSO EXCEPTING THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE AND THE SAME AS RESERVED BY THE STATE OF CALIFORNIA BY CHAPTER 119 STATUTES OF 1943, RECORDED SEPTEMBER 3, 1986 AS FILE NO. 86-385271 OF OFFICIAL RECORDS.

CONTAINS 7.191 ACRES (MORE OR LESS).

APN: 760-217-07

Premises : The Premises are described and/or depicted as follows:

Approximately 245 square feet of ground space, including the air space above such ground space, for the placement of Tenant's Communication Facility as generally depicted on the attached depiction.



PROPOSED AT&T MOBILITY ANTENNAE B1-B4 ARE LOCATED TO EXISTING BUILDING BEHIND OF TRANSPARENT SCREENS OF TRANSPARENT SCREEN SHALL BE DETAILLED IF-UPPER PAINTED TO MATCH ADJACENT WALL SURFACE

PROPOSED AT&T MOBILITY ANTENNAE B1-B4 ARE LOCATED TO EXISTING BUILDING BEHIND OF TRANSPARENT SCREENS OF TRANSPARENT SCREEN SHALL BE DETAILLED IF-UPPER PAINTED TO MATCH ADJACENT WALL SURFACE

ANTENNAE B1-B4
LOCATED TO

PROPOSED AT&T MOBILITY ANTENNAE B1-B4 ARE LOCATED TO EXISTING BUILDING BEHIND OF TRANSPARENT SCREENS OF TRANSPARENT SCREEN SHALL BE DETAILLED IF-UPPER PAINTED TO MATCH ADJACENT WALL SURFACE

Booth & Suarez
32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

THE PLUNGE
SS0068
3115 "B" OCEAN FRONT WALK
SAN DIEGO, CA 92109
LEASE EXHIBIT



7337 TRADE STREET, SEASIDE, 100W 5604
SAN DIEGO, CA 92121-4202

EXHIBIT 24(o)

CONSENT AND RECOGNITION AGREEMENT

Re: Structure Sublease Agreement
AT&T Communication Facility
3115 Ocean Front Walk, San Diego, CA

This Consent and Recognition Agreement ("Consent") is being issued and delivered by City of San Diego ("Owner") with respect to that certain proposed Structure Sublease Agreement by and between Symphony Asset Pool XVI LLC, a Delaware limited liability company ("Landlord") New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T"), as Tenant ("Agreement").

This Consent is provided pursuant to Section 4.02 of that certain lease of the Property between Owner and Landlord ("Ground Lease"). All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Owner hereby represents, warrants and agrees as follows:

1. Owner hereby grants its consent to the Agreement for any and all purposes under the Ground Lease and any and all other agreements pertaining to the Property, including, but not limited to, Tenant's Permitted Use pursuant to the terms and conditions of the Agreement.
2. No consent of any other parties is required for Landlord and Tenant to enter into, or perform their respective obligations under the Agreement.
3. If the Ground Lease is terminated for any reason or no reason (other than solely due to an uncured default by Tenant pursuant to the Agreement) prior to the expiration or earlier termination of the Term of the Agreement, then so long as Tenant is not then in default under the Agreement after the end of any applicable cure period, Owner will allow Tenant to exercise and utilize all of its rights under the Agreement directly and continuously, including, but not limited to the Permitted Use on a direct basis, and Owner and Tenant will thereafter deal directly with each other as if they had originally entered into the Agreement directly, and each shall honor and abide by the same terms and conditions of the Agreement that are to be performed from and after the date of the expiration or earlier termination of the Ground Lease.
4. Owner acknowledges that Landlord and Tenant will each rely upon this Consent as a material inducement in executing and delivering the Agreement.

City of San Diego,
a municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____, 2013

IRS W-9 FORM

(IRS W-9 (Revised December 2011) Appears On Following Pages)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

☐ (Insert name/disregarded entity name, if different from above)

Check appropriate box for federal tax classification:

☐ Individual sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code.

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For fringe benefits, interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983, only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure. Unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties, including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then second, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(a)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.

7. A foreign central bank of issue.

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.

9. A futures commission merchant registered with the Commodity Futures Trading Commission.

10. A real estate investment trust.

11. An entity registered at all times during the tax year under the Investment Company Act of 1940.

12. A common trust fund operated by a bank under section 584(a).

13. A financial institution.

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 6947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 6
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$200 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7. ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; gross proceeds paid to an attorney; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for (rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor/trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or agency that receives agricultural program payments)	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

* List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

* Circle the minor's name and furnish the minor's SSN.

* You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

* List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the partnership/estate or trustee unless the legal entity itself is not disregarded in the account title. Also see Special rules for partnerships on page 1.

* Note: Owner also must provide a Form W-9 to the holder of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and by cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 6201, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments from payees who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.