

SITE NAME: BAY PARK SITE NUMBER: CA 1405
ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT

This Rooftop and Interior Space Lease Agreement ("Agreement") is made and entered into as of March 18, 1997, between Lessor and Lessee.

A. The City of San Diego, a municipal corporation (the "Master Lessor") is the owner of certain real property located in the County of San Diego, State of California, described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

B. Lessor, the San Diego Visitor Information Center, a corporation, entered into a lease with Master Lessor dated January 5, 1995 (the "Master Lease") in which Lessor leased the Property from Master Lessor and constructed a retail building (the "Building") thereon.

C. Lessee desires to lease interior building space (the "Interior Space") and rooftop space ("Antenna Site") in the Building for an antenna system (collectively, the "Premises"), as well as rights of way for ingress and egress and utilities thereto. The Premises are depicted in Exhibit "B" attached hereto and made a part hereof by this reference.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.

BASIC TERMS

In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) Building: the building located at 2688 Mission Bay Drive, San Diego, California 92109, in which the Premises are located.
- (b) Effective Date: The date upon which this Agreement has been executed by both Lessee and Lessor.
- (c) Lessor: San Diego Visitor Information Center, a corporation
- (d) Lessor's Address: 2688 Mission Bay Drive, San Diego, CA 92109

Telephone: (619) 276-2071


Lessor


Lessee

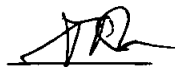
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- (e) Lessor's Rent Payee: San Diego Visitor Information Center
Address: 2688 Mission Bay Drive, San Diego, CA 92109
Tax ID #95-2584309
Telephone: (619) 276-2071
- (f) Lessee: GTE Mobilnet of San Diego Incorporated, a Delaware corporation
- (g) Lessee's Address: 6925 Lusk Blvd.
San Diego, CA 92121-5799
Attention: Real Estate Manager
Telephone: (619) 453-3388
- (h) Commencement Date: The earlier of: (i) the date Lessor receives all permits and approvals from local, state and federal authorities to operate the Premises as a cellular communications facility and (ii) June 1, 1997, provided that this date shall be extended until Lessor receives Master Lessor's written consent to this Lease in the form described in Paragraph 2.09 below.
- (i) Expiration Date: the date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to Section 2.04.
- (j) Lease Term: Five Years
- (k) Rent: One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month.
- (l) Renewal Terms: Three (3) consecutive periods of five (5) years each and one (1) three (3) year period, beginning on the day after the Expiration Date.

ARTICLE 2.

TERM; ENTRY; RENT; USE

2.01 Lease Term; Delivery of Premises, Ingress and Egress and Utilities. The term of this Lease ("Term") shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with a non-exclusive right for ingress and egress, seven (7)


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days a week, twenty-four (24) hours a day, and for the installation and maintenance of utility wires, cables, conduits, and pipes to the Premises through Lessor's Property from the nearest public right-of-way ("Access Easement"). Such easement for ingress and egress shall be over existing roads, parking lots. Lessor agrees to execute without delay any easement documents as may be required by Lessee or any utility company in connection with Lessee's use of the Premises ("Utility Easement"). Lessee may have an electrical current meter installed in the Premises. Lessee shall have the right to run underground utility lines directly or in such a manner as may be reasonably necessary from the utility source to the communications equipment. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by the Lessee. Lessee and any utility company providing services to Lessee shall have access to all portions of the Premises, the Lessor's Property or other adjacent or adjoining land of Lessor as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Lessor's normal use of the Lessor's Property or such adjoining or adjacent land.

2.2 Master Lease; Right of Entry.

(a) Master Lease. This Lease is and shall at all times be subject to the terms and conditions of the Master Lease. The terms, conditions and respective obligations of Lessor and Lessee under this Lease shall include the terms and conditions of the Master Lease, except for those provisions of the Master Lease which are directly and expressly contradicted by the Lease, in which event the terms of this Lease shall control the terms of the Master Lease. Lessor covenants and agrees to exercise all options under the Master Lease necessary to extend the term of the Master Lease at least to the period of time provided for under the Lease, including options.

(b) Right of Entry. From the Effective Date until the Commencement Date, Lessor shall permit Lessee free access to the Property and the Premises, at Lessee's cost, to conduct surveys, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises, at Lessee's cost, as Lessee may deem necessary. If Lessee obtains a survey of the Premises and/or Property, the legal description that may be derived from the survey will be inserted as appropriate on Exhibits "A" and "B" and will control in the event of any inconsistency between it and Exhibits "A" and "B".

2.03 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee. Rent is due and payable the first (1st) of each month and delinquent if not received by the tenth (10th) of each month. If rent is received


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after the tenth (10th) of the month, Lessee shall additionally pay five percent (5%) of the total delinquent Rent as a late fee.

(a) Rental Adjustment. Upon the commencement of each year, the annual Rent shall increase by four percent (4%) over the annual Rent paid for the immediately preceding year.

2.04 Right to Extend. Lessee shall have the right to extend the Term of this Lease for the Renewal Terms as defined in Article 1 (I) and, at the end of the fourth Renewal Term, for an additional period of one year, and for annual periods thereafter.

Notice of the exercise of the right to extend the Term shall be given by Lessee to Lessor at least six (6) months before the end of the Term or Renewal Term, as applicable.

Notwithstanding the foregoing, the Lease may be terminated during any of the one-year renewal periods by either party giving notice to the other at least 60 days before the end of such period.

2.05 Renewal Rental. Upon the commencement of each Renewal Term, the annual Rent for each year of each Renewal Term shall increase by four percent (4%) over the annual Rent paid for the immediately preceding year.

2.06 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility"). The Facility shall consist of the Antenna Site which shall contain a roof mounted antenna system and Interior Space, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas, including, but not limited to, installation of flexible coaxial transmission lines between antenna and telecommunications equipment. Lessee shall install the antenna system and connecting appurtenances in a concealed manner as shown on plans and specifications as approved by Lessor and Master Lessor. Lessee's use may include, without limitation, radio transmission and computer equipment, batteries and generator equipment. Lessee may modify or add additional communication equipment as reasonably required for Lessee's maintenance or operation of Lessee's Facility. Any modifications or additions to the antenna system shall be with Lessor's prior written consent, such consent not to be unreasonably withheld, delayed or denied. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition.


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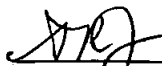
In addition, in the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

2.07 Interference.

(a) Lessee's Communications Use. In its use of the Premises, Lessee will not interfere with the communications operations of Lessor or the communications operations of occupants of the Property existing at the Commencement Date. In the event of any such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits communications operations being operated on the Property by Lessor, and Lessee does not correct or commence to correct such interference within 24 hours, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within 30 days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference with Lessor's equipment, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessee shall additionally have the option to terminate this Agreement. In the event Lessor or Lessee wish to modify their respective communications operations, they agree to do so in such a manner as to not interfere with the current communications operations of the other. Lessee and Lessor agree to reasonably cooperate with each other to modify their respective communications operations in the event it is determined that interference may develop as a result of a proposed change by either; provided, however, the party who is requesting the change shall bear the other party's costs and expenses of modification, if any.

(b) Lessor's Lease to Others for Communications Use. If Lessor wishes to permit the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) Lessor must meet the following requirements:

(1) Lessor shall require each communication provider at the Property to adhere to the same technical standards so that there is no electrical interference and to locate its antennas and equipment so that there is no physical interference with Lessee's communications use. Lessor shall require Lessee and all communication providers to sign the Technical Requirements for Third Party Co-Location, in the form attached hereto as Exhibit "D".


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(2) Lessor shall provide not less than sixty (60) days' prior notice to Lessee of the erection of such facility, together with facility specifications for Lessee's approval;

(3) The erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communication service rendered by Lessee to or from the Property; and

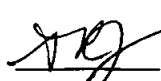
(4) No changes shall be made to the antenna structure by such other provider without Lessee's prior written consent which consent shall not be unreasonably withheld.

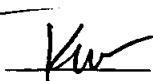
If Lessee deems, in its reasonable discretion, that the provisions of this Section have been violated by Lessor or any other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within twenty-four (24) hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. If such interference is not eliminated, Lessee shall have the right to terminate this Agreement or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property and to obtain any other remedy permitted Lessee by law. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this Section.

2.08 Termination. This Agreement may be terminated, without any penalty or further liability, on twelve (12) months' written notice by Lessee if Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business.

No later than sixty (60) days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear and casualty loss excepted. The roof section modified by Lessee shall be warranted for five (5) years against leakage. If time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay Rent at the then existing monthly rate, until such time as the removal of the personal property and fixtures is completed.

2.09 Conditions to Lease. As conditions precedent to the Effectiveness of this Lease, Lessor shall obtain written consent of the Master Lessor to this Lease as required by the Master Lease. Lessor shall obtain an executed Consent to Sublease Agreement in the form attached to this Lease as Exhibit "E". If Lessor has not received the executed Consent to


Lessor


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Sublease Agreement prior to June 1, 1997, this Lease shall be deemed canceled, and neither party shall have any liabilities or obligations to the other party arising after the cancellation date, unless Lease is extended by mutual agreement.

ARTICLE 3.

INSURANCE; DAMAGE

3.01 Lessee's Insurance. At all times during the Term, Lessee, at its own expense shall maintain:

(a) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence;

(b) insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Lessee's personal property located in the Premises in an amount not less than their full replacement value;

(c) worker's compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the worker's compensation law of the state in which the Premises are located; and

(d) if Lessee operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

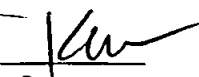
Each such policy shall list Lessor and Master Lessor as an additional insured, and shall provide that it will not be terminated or substantially amended during the Term to affect the coverage required except after thirty (30) days prior notice thereof to Lessor.

Lessee shall have the right to fulfill its insurance obligations under this Section pursuant to self insurance, provided that Lessee shall have satisfied all requirements of any applicable law, regulation or direction relating to self insurance. If Lessee elects self insurance, Lessee shall provide Lessor with a letter of self insurance at any time within thirty (30) days after Lessor's request therefor.

3.02 Insurance Certificate. Lessee shall, within thirty (30) days following Lessee's occupancy and annually thereafter within twenty (20) days following renewal of each



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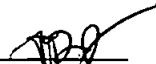
such policy, furnish to Lessor and Master Lessor certificates of insurance listing Lessor and Master Lessor as an additional insured.

3.03 Lessor's Insurance. At all times during the Term of this Agreement, Lessor will carry and maintain fire and extended coverage insurance covering the Building, Lessor's equipment and common area furnishings in amounts not less than their full replacement cost. Lessor shall also carry commercial general liability insurance on the Property, including any common area, in amounts reasonably determined by Lessor.

3.04 Waiver of Subrogation. Lessor and Lessee, from time to time, will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Building or the Premises or the contents of either. If such waiver of subrogation endorsements are issued and during the time such waivers are effective, Lessor and Lessee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Section or any other property insurance actually carried by such party.

3.05 Damage. If the Premises or a portion of the Building necessary for Lessee's occupancy is damaged during the term of this Lease by any casualty which is insured under standard fire and extended coverage insurance policies, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. The Rent or Renewal Rent, as applicable, will be abated proportionately during any period in which there is substantial interference with the operation of Lessee's business, except in the event damage is caused solely by Lessee. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 30 days to repair, then either Lessor or Lessee may terminate this Lease.

3.06 Eminent Domain. In the event that all of the Premises or all of the Property is taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public use, this Agreement shall terminate and Lessee shall have the right to assert a claim for the portion of the award attributable to Lessee's interest in the Premises. In the event a part of the Premises or Property is taken by eminent domain, this Agreement shall remain unaffected unless, in Lessee's sole judgment reasonably exercised, the taking materially impacts the use and occupancy of the Premises, including rights of ingress and egress. If only a portion of the Premises is taken by eminent domain, and Lessee does not elect to terminate this Agreement under this provision, then rental payments provided under this Agreement shall be reduced proportionally as to the portion taken which is not then usable by Lessee and this



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Agreement shall continue. If Lessee elects to terminate this Agreement, then this Agreement shall terminate as of the date specified in Lessee's notice.

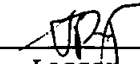
3.07 Liability and Indemnity. Lessee agrees to indemnify and save the Lessor and Master Lessor harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Lessee or Lessee's agents, employees or contractors, occurring during the Initial Term or any Renewal Term, in, on or about the Premises, the Access Easement or the Utility Easement, unless such claims are caused by, or are the result of, the intentional misconduct or negligence of Lessor or any of Lessor's agents, employees, contractors or invitees. Lessor and Master Lessor in turn agree to indemnify and save Lessee harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Lessor or Lessor's agents, employees, contractors or invitees, occurring during the Initial Term or any Renewal Term, in, on or about the Premises, the Access Easement or the Utility Easement, unless such claims are caused by, or are the result of, the intentional misconduct or negligence of Lessee or any of Lessee's agents, employees or contractors. The provisions of this Paragraph 3.07 shall survive the termination or expiration of this Lease and the surrender of the Premises by Lessee.

ARTICLE 4.

COMPLIANCE WITH LAWS; ENVIRONMENTAL MATTERS; DEFAULTS

4.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental and quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"), including, without limitation, the Americans with Disabilities Act of 1990. At its sole cost and expense, Lessor will promptly comply with all Laws (including, without limitation, the Americans with Disabilities Act of 1990), except to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises. If any modifications are required to be made to the Property after the date hereof as a result of any Laws, Lessee shall have no liability for any costs therefor, whether as a pass-through of operating expenses or otherwise.

4.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.



Lessor



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4.03 Environmental Matters.

(a) Lessor hereby makes the following representations and warranties to Lessee, for the benefit of Lessee:

(1) Lessor has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Lessor is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in the Environmental Laws;

(2) Lessor is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Premises, the Access Easement, the Utility Easement, or any property owned by Lessor that is adjoining or adjacent to the Premises, the Access Easement, or the Utility Easement, or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Lessor in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;

(3) To the best of Lessor's knowledge, the Premises, the Access Easement, the Utility Easement and all property owned by Lessor that is adjoining or adjacent to the Premises, the Access Easement or the Utility Easement are free from Hazardous Substances; and

(4) There is not pending, to the best of Lessor's knowledge, threatened against Lessor, and Lessor knows of no facts or circumstances that might give rise to, any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein the following terms shall have the following meanings:


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"Environmental Laws" shall mean all federal, state, and local laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

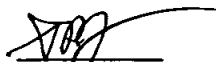
"Hazardous Substances" shall mean pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

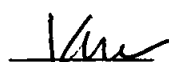
If during the Initial Term or any Renewal Term it is determined that the Premises, the Access Easement, the Utility Easement or Lessor's Property in which the Premises, the Access Easement or the Utility Easement form a part is contaminated with Hazardous Substances, Lessee shall have the right, in addition to other rights and remedies, to terminate this Lease upon thirty (30) days written notice to Lessor.

4.04 Default.

(a) Lessee and Lessor Default. Except where otherwise provided, Lessee shall not be in default under this Agreement for the failure to perform obligations under this Agreement for the payment of money (Rent notwithstanding) until fifteen (15) days after receipt of written notice from Lessor specifying the payment due, and neither Lessor nor Lessee shall be in default under this Agreement for failure to perform any other obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period, and thereafter diligently pursues such cure to completion.

(b) Cure Rights. If Lessor breaches any material covenant, agreement or promise contained in this Agreement or any mortgage or deed of trust superior to Lessee's


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estate under this Agreement, then Lessee may enforce any and all of its rights and/or remedies in this Agreement or allowed by law, and it may although it shall not be obligated to do so, cure Lessor's breach and/or perform Lessor's obligations) (on Lessor's behalf and at Lessor's expense) and deduct from its rent or require Lessor to reimburse all reasonable costs and expenses incurred by Lessee in connection with the cure and/or performance.

ARTICLE 5.

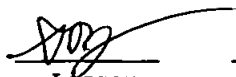
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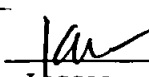
5.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee will pay its proportionate share of utilities furnished by Lessor, or will arrange to have its utilities separately metered.

Lessee will pay any increase in real estate taxes caused by the improvements constructed thereon by Lessee. In the event that the real estate tax assessment on Lessor's property reflects Lessee's improvements, Lessor agrees to provide to Lessee in a timely manner a copy of the assessment. Lessee may contest, at its expense, any assessment imposed on the Premises or Lessee's activities.

5.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; (c) there are no encumbrances, liens or impediments of title or clouds upon the title of the Premises which would interfere with Lessee's intended use of the Premises generally or with the construction, maintenance or operation of Lessee's communications facility; (d) there is direct legal ingress and egress to the Premises for Lessee's use of vehicles and pedestrians from a public right-of-way; and (e) there is no threatened or pending actions, litigation, claim, condemnation, or other proceedings which would affect the Premises or any part of the Premises or the Property. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance or ground lease which is a matter of public record Lessor will promptly obtain from such encumbering entity a non-disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement Lessor decides to subdivide, sell, or change the status of the Premises or the


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Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which Lessor receives actual notice.

5.03 Successor and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Lessor reserves the right to sublease or license rights to others to utilize portions of the Premises for communication purposes, including without limitation, digital pager services.

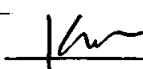
5.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

5.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of California.

5.06 Fixtures. Lessor covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, radio communications equipment, transmitters, receivers, antennas, cables, generators and any equipment, supplies or materials related to the foregoing, constructed, erected or placed by Lessee on the Premises shall be deemed by Lessor to be or become affixed to or a part of the Premises, it being the specific agreement of Lessor and Lessee that all improvements of every kind and nature installed by Lessee are the property of Lessee.

5.07 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United State first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in Section 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.


Lessor


Lessee

SITE NAME: Bay Park SITE NUMBER:CA1405

5.08 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

5.09 Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

5.10 Recording. Lessor shall execute and Lessee shall be permitted to record at any time a memorandum of this Agreement in the form attached hereto as Exhibit "C". If the Lease is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title of the Property.

5.11 Debt Security. Lessor covenants and agrees that, without the prior consent of Lessor, at all times during the Initial Term or any Extended Term, Lessee shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest of the Lessee created hereby, together with all of the Lessee's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Premises by Lessee, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the Lessor or violate any provisions of the Master Lease as provided herein, and Lessor is notified of such encumbrance.

5.12 Non-Disclosure. Intentionally deleted.



Lessor



Lessee

SITE NAME: Bay Park SITE NUMBER:CA1405

5.13 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR:

Name: San Diego Visitor Information Center, a corporation

By: Theodore P. Gaudin

Its: President

95-2584309

SS# or Taxpayer ID#

Date: March 18, 1997

LESSEE:

Name: GTE Mobilnet of San Diego Incorporated,
a Delaware corporation

By: Kurt A. May

Its: Area President

Date: April 7, 1997

[Signature] [Signature]
Lessor Lessee

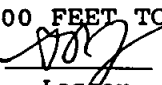
SITE NAME: Bay Park SITE NUMBER: CA1405

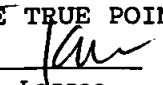
EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF FALSE BAY, ALSO KNOWN AS MISSION BAY, AND INCLUDING ANY PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF BY JAMES PASCOE, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF BLOCK 10 IN THE RESUBDIVISION OF BLOCKS 7, 8 AND 10 AND A PORTION OF BLOCK 9 AND LOT "A" OF INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, SOUTH 89°55'56" WEST, - RECORD NORTH 89°59' WEST - 25 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT; THENCE SOUTH 00°04'04" EAST, 2 FEET TO A LINE WHICH IS PARALLEL WITH AND 2 FEET SOUTHERLY AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH 89°55'56" EAST, 249.70 FEET; THENCE NORTH 5°30'02" WEST 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY, TRIANGULATION STATION "OLD TOWN" - THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE X EQUALS 1,712,415.69 AND Y EQUALS 213,820.33 - SAID STATION "OLD TOWN" BEING THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 27°48'48" WEST 12,663.23 FEET TO THE STATE COAST AND GEODETIC SURVEY TRIANGULATION STATION "MORENA" THE LAMBERT GRID CO-ORDINATES CALIFORNIA ZONE 6 FOR SAID STATION "MORENA" ARE X EQUALS 1,706,149.86 AND Y EQUALS 225,961.33, THE MISSION BAY PARK CO-ORDINATES FOR SAID STATION "MORENA" BEING NORTH 12,085.37 AND WEST 6373.96; THENCE NORTH 16°56'44" WEST 2347.45 FEET TO A POINT WHOSE MISSION BAY PARK CO-ORDINATES ARE NORTH 14330.903 AND WEST 7058.157; THENCE SOUTH 78°37'09" WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 11°22'51" WEST 85.00 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 78.54 FEET THROUGH AN ANGLE OF 90°00'; THENCE TANGENT TO SAID CURVE SOUTH 78°37'09" WEST 63.00 FEET TO THE BEGINNING OF A TANGENT 399.74 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE 174.42 FEET THROUGH AN ANGLE OF 25°00' TO THE BEGINNING OF A COMPOUND 136.42 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE 195.24 FEET THROUGH AN ANGLE OF 82°00' THENCE SOUTH 31°07'39" WEST 22.48 FEET TO A POINT ON A 119.37 FOOT RADIUS CURVE CONCAVE NORTHERLY; THE RADIUS OF SAID CURVE BEARING SOUTH 56°12'57" WEST TO SAID POINT; THENCE EASTERLY ALONG SAID CURVE 186.67 FEET THROUGH AN ANGLE OF 89°35'48"; THENCE SOUTH 21°00' EAST 115.00 FEET; THENCE NORTH 39°00' EAST 23.00 FEET TO A POINT ON A 37.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEARING SOUTH 39°00' WEST TO SAID POINT; THENCE EASTERLY ALONG SAID CURVE 48.43 FEET THROUGH AN ANGLE OF 75°00'; THENCE EAST 20.00 FEET; THENCE NORTH 30°00' 107.00 FEET; THENCE NORTH 39°00' WEST 107.00 FEET; THENCE NORTH 4°44'22" EAST 156.36 TO A POINT ON A 50.00 FOOT RADIUS CURVE; CONCAVE SOUTHWESTERLY THE RADIUS OF WHICH BEARS NORTH 11°22'51" WEST TO SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 78.54 FEET THROUGH AN ANGLE OF 90°00'; THENCE TANGENT TO SAID CURVE NORTH 11°22'51" WEST 85.00 FEET TO THE TRUE POINT OF BEGINNING.


Lessor


Lessee

SITE NAME: Bay Park SITE NUMBER: CA1405

EXHIBIT B

Depiction of Premises

Centerline of 20' ingress/
egress and utility right of way

BASELINE

PROPOSED 6TE MOBILNET
EQUIPMENT ROOM (SHOWN
SHADED)

LEASED PREMISES 14' x 22'
(308 SF)

Existing Building

PROPOSED 6TE MOBILNET
ANTENNA BEHIND FIBERGLASS
SCREEN TO MATCH EXISTING
ROOF

55°

PROPOSED 6TE MOBILNET
ANTENNA BEHIND FIBERGLASS
SCREEN TO MATCH EXISTING
ROOF

125°

EXISTING
PARKING

688 E. Mission Bay Drive
San Diego, CA 92109

N 11° 22' 51" W
EAST MISSION BAY DRIVE

NOT TO SCALE
Measurements Approximate

SITE PLAN



Lessor

Lessee

SITE NAME: Bay Park SITE NUMBER:CA1405
EXHIBIT C

Memorandum of Lease

Page 1 of 2

RECORDING REQUESTED BY,)
AND WHEN RECORDED MAIL TO:)
)
GTE MOBILNET OF SAN DIEGO)
INCORPORATED)
ATTN: REAL ESTATE DEPARTMENT)
6925 LUSK BLVD.)
SAN DIEGO, CA 92121-5799)
)

[PROJECT]

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated this ____ day of _____, 1996, by and between _____ ("Lessor") and GTE MOBILNET OF SAN DIEGO INCORPORATED, a Delaware corporation, 6925 Lusk Blvd., San Diego, California 92121 (hereinafter "Lessee"), is a record of that Lease between Lessor and Lessee dated _____ ("Agreement"), which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property which is described in Exhibit "A"), which is attached hereto and incorporated herein by this reference (hereinafter "Property").
2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five (5) year period commencing on the date described in the Agreement. Lessee has options to extend the Agreement term for _____ () consecutive five (5) year periods. Lessee, may under certain conditions, elect to further extend the term thereof.
3. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.


Lessor


Lessee

SITE NAME: Bay Park SITE NUMBER:CA1405

EXHIBIT C

Memorandum of Lease

Page 2 of 2

4. Counterparts. This Memorandum may be signed in multiple counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this Memorandum is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the date set for above.

LESSOR:

**LESSEE: GTE MOBILNET OF SAN
DIEGO INCORPORATED, a Delaware
corporation**

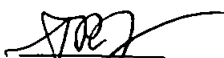
By: _____

Its: _____

By: _____

Kurt A. May, Area President

Its: Area President



Lessor



Lessee

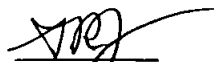
EXHIBIT D

Technical Requirements for

Third Party Co-Location

Page 1 of 1

1. LESSOR shall obtain preliminary plans and technical specifications for the proposed facility from Carrier and shall submit the same to LESSEE. LESSEE shall have ten (10) business days to respond to LESSOR in writing with preliminary comments concerning Carrier's proposed plans and specifications and LESSEE's approval or disapproval of such plans and specifications.
2. If Carrier's plans and specifications are not approved by LESSEE, then LESSOR shall instruct Carrier to revise its plans and specifications to meet the objections thereto set forth in LESSEE's written disapproval. No construction, installation, testing or operation of Carrier's transmitting/receiving equipment shall be permitted by LESSOR unless and until LESSEE approves Carrier's plans and specifications.
3. If Carrier's plans and specifications are approved by LESSEE, LESSOR shall notify LESSEE in writing as to the scheduled date and time of commencement of construction and installation of Carrier's transmitting/receiving equipment not less than five (5) business prior to such date.
4. LESSOR shall also notify LESSEE in writing five (5) business days prior to Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test will be conducted jointly by LESSEE and Carrier and shall measure:
 - A. The signal transmit levels at the output after the final filter stage on Carrier's transmit line with all transmitters keyed up at maximum power.
 - B. Antenna isolation between the output of the final filter stage on Carrier's transmit line and input line to LESSEE's multicoupler in LESSEE's frequency band of operation.
 - C. The combination of (i) worst case level measured out of Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -120dBm in LESSEE's Federal Communications Commission authorized receive and transmit bands of operation. If LESSEE determines that it is experiencing interference, LESSEE shall notify LESSOR and Carrier to immediately cease the pre-operation transmit test and LESSOR shall cause Carrier to cease such test. Thereafter, LESSEE shall have two (2) business days to submit its written approval, disapproval or conditional approval of Carrier's intended equipment installation to LESSOR.
5. LESSOR and LESSEE understand and agree that it shall be Carrier's responsibility to ensure that proper filter and isolation are in place for the pre-operation transmit test and operation of Carrier's antenna system. Any change to Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in Sections 3 and 4 of this Exhibit "D".


Lessor


Lessee

EXHIBIT E

Consent to Sublease Agreement

Page 1 of 2

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

(LESSEE) and filed in the Office of the City Clerk as Document _____ hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

(SUBLESSEE) dated September 1, 1995. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

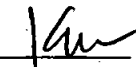
In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: Either SUBLESSOR or SUBLESSEE may assign this sublease at any time upon notice to other party. However, SUBLESSEE shall not assign this lease or sublet the premises or any part thereof without written consent of CITY. Said consent by CITY shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: Sublessee shall assume the defense of, indemnify and save harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises by SUBLESSEE or any negligent act or omission or the willful misconduct of SUBLESSEE, his agents and invitees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY in an occurrence form. A copy of the policy of insurance shall be filed with CITY and shall name "THE CITY OF SAN DIEGO" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.


Lessor


Lessee

SITE NAME: Bay Park SITE NUMBER:CA1405
EXHIBIT E

Consent to Sublease Agreement
Page 2 of 2

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum of an attorney's fees provided LESSEE or CITY is the prevailing party in any such legal proceeding.

SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain lease agreement dated February 9, 1987, Document 267648, as amended between the SUBLESSOR herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

ON AIR COMPATIBILITY TESTS: SUBLESSEE agrees to abide by the terms of the "On-Air Compatibility Tests" as outlined in Exhibit B attached hereto and by reference made part of this agreement. SUBLESSEE agrees to notify the Communications and Electrical Departments of the City of San Diego and of any changes in licensed frequencies to be used at the site.

NON-EXCLUSIVE USE: The use of this site shall be non-exclusive and CITY reserves the right to allow other communications providers to locate on the property, so long as such use does not interfere with SUBLESSEE.

CONSIDERATION: Consideration to the CITY shall be
per month payable to the CITY for the term of this sublease.

THE CITY OF SAN DIEGO

Dated _____

By _____

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Dated _____

By _____
Deputy


Lessor


Lessee

STATE OF CALIFORNIA)

) SS.

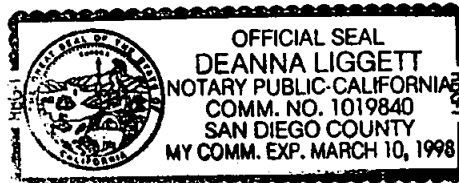
COUNTY OF SAN DIEGO)

On 3-18-97 before me, DEANNA MCGETT, a Notary Public
in and for said County and State, personally appeared

THEODORE P. JARDINE JR

WITNESS my hand and official seal.

Kearn Leggett
Notary Public in and for said State



[seal]

STATE OF CALIFORNIA)

) **SS.**

COUNTY OF _____)

On _____ before me, _____, a Notary Public
in and for said County and State, personally appeared

_____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public in and for Said State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

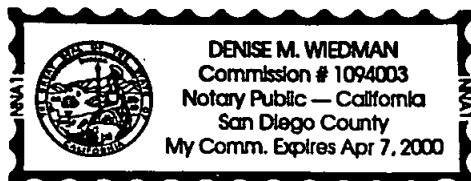
State of California

County of San Diego

On April 7, 1997 before me, Denise M. Wiedman, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kurt A. May
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ ~~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.



WITNESS my hand and office seal.

Denise M. Wiedman, Notary Public
SIGNATURE OF NOTARY

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

SIGNER'S NAME: Kurt A. May

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☒ CORPORATE OFFICER

Area President

TITLE(S)

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

GTE Mobilnet of San Diego, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Rooftop and Interior Space Lease Agreement
(Bay Park)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES- 23 pages

DATE OF DOCUMENT- March 18, 1997

Theodore P. Jardine Jr.

SIGNER(S) OTHER THAN NAMED ABOVE

CONSENT TO SUBLEASE AGREEMENT

Page 1 of 3

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

San Diego Visitor Information Center

(LESSEE) and filed in the Office of the City Clerk as Document 18132, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

GTE Mobilenet of San Diego Incorporated, A Delaware Corporation

(SUBLESSEE) dated March 18, 1997. Said Sublease Agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease Agreement. The CITY is not bound by any term or condition in the Sublease Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign this Sublease Agreement or sublet the premises or any part thereof without written consent of CITY. Said consent by CITY shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this Sublease Agreement.

HOLD HARMLESS: Sublessee shall assume the defense of, indemnify and save harmless SUBLESSOR and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises by SUBLESSEE or any negligent act or omission or the willful misconduct of SUBLESSEE, its agents and invitees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the SUBLESSOR and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY in an occurrence form. A copy of the policy of insurance shall be filed with CITY and shall name "THE CITY OF SAN DIEGO" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.

SUBORDINATION: This Sublease Agreement is in effect a sublease of a portion of the leased premises covered by that certain Master Lease dated January 9, 1995, Document 18132, as amended between the SUBLESSOR herein and the City of San Diego. This Sublease Agreement is subject and subordinate to the covenants and conditions of said Master Lease notwithstanding any provision hereof contrary to or in conflict with said Master Lease.

NON-EXCLUSIVE USE: The use of this site shall be non-exclusive and CITY reserves the right to allow other communications providers to locate on the leased premises, so long as such use does not interfere with SUBLESSEE.

CONSIDERATION: Consideration to the CITY shall be one third (1/3) of the rent collected per month, payable to the CITY for the term of this Sublease Agreement.

TERM: Said Sublease Agreement is approved for a period of five years from the date of execution by CITY hereof. CITY's approval of renewal terms hereafter shall not be unreasonably withheld. Any holding over by SUBLESSEE, beyond the renewal terms, constitutes a month-to-month tenancy, and all other terms and conditions shall remain the same.

APPEARANCE: Any exterior visual changes as well as visual changes to the antenna system must first be approved in writing by the City. Such approval shall be at the sole discretion of the CITY. Antenna system shall be concealed at all times.

NATURAL OR MAN MADE DISASTER: If SUBLESSEE erects additional telecommunications facilities in the event of a natural or man made disaster, such additional equipment shall be removed within 30 days after installation unless a written extension is granted by CITY.

ACCESS AND UTILITY EASEMENTS: SUBLESSOR is not authorized to grant easements. All access, utility, or other easement documents require the written consent of CITY.

DEBT SECURITY: Any and all forms of debt security as outlined in Section 5.11 Debt Security in Sublease Agreement require prior written consent by CITY. All forms of debt security must be in complete and absolute compliance with Section 4.3 Encumbrance and other related provisions contained in the Master Lease.

THE CITY OF SAN DIEGO

Dated 5-21-97

By Mary Jo Smith

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Dated 5/23/97

By W. L. T. K.
Deputy