

**CITY OF SAN DIEGO'S CONSENT TO
SEA WORLD, LLC's
SECOND AMENDMENT TO
COMMUNICATION SITE SUBLEASE AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO SECOND AMENDMENT TO COMMUNICATION SITE SUBLEASE AGREEMENT ("Consent") is made by the City of San Diego, a California municipal corporation ("CITY"), and SEA WORLD LLC, a Delaware limited liability company ("LESSEE"), to be effective as of MAY, 4, 2012 ("Effective Date").

CITY, as lessor, and SEA WORLD LLC, as Lessee, are parties to a certain lease agreement ("Lease") set forth in documents filed in the Office of the San Diego City Clerk as Document Nos. 762304; 765767; RR-259814; RR-263507; RR-266641; OO-18538; and RR-296787, and relating to certain CITY-owned real property (the "Premises") located in Mission Bay Park in San Diego, California.

LESSEE now requests CITY's consent to amend a communication site sublease agreement ("Second Amendment") dated April 30, 1996, with Pacific Bell Mobile Services, a California Corporation, as amended and assigned to PACIFIC BELL WIRELESS, LLC, a Nevada limited liability company, d/b/a T-Mobile, ("PACIFIC BELL"), relating to LESSEE's operations on the Premises.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

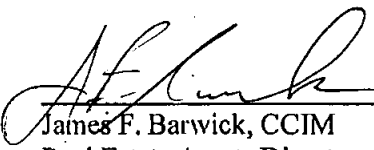
1. Subject to the following terms and conditions, CITY hereby consents to LESSEE's request to enter into the Second Amendment to extend a communication site sublease agreement with PACIFIC BELL for a term of five (5) years commencing on February 1, 2012, and expiring on January 31, 2017. The CITY'S consent does not relieve LESSEE or PACIFIC BELL from the responsibility and obligation, if any, to obtain all necessary licenses or permits, or otherwise comply with all applicable rules, regulations, and local, state and federal laws.
2. Any conflict between the Lease, this Consent (except as otherwise stated herein), and the Second Amendment shall be construed or resolved in favor of the Lease. LESSEE hereby acknowledges and agrees that PACIFIC BELL's rights and obligations under the Second Amendment are subject to and subordinate to the terms and conditions of the Lease and this Consent.
3. LESSEE shall ensure that the subleased premises shall be used for the sole purpose of providing mobile/wireless communication services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the maintenance and operation of communication facilities as constructed and approved by CITY. Any unauthorized activity conducted on the subleased premises, or elsewhere on the Lease Premises, shall be subject to the requirements of ARTICLE IV, Section F, of the Lease.

4. All monetary consideration received by LESSEE as result of the Second Amendment shall be considered gross income, and that rent shall be payable to the CITY on said income at a rate of Four Percent (4%).
5. Through its Second Amendment, LESSEE shall ensure that PACIFIC BELL 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 LESSEE's or PACIFIC BELL's officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Second Amendment, PACIFIC BELL's use of or operations on the Lease Premises, the condition of the subleased premises, or from any act or omission of PACIFIC BELL 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.
6. This Consent does not constitute consent to any subsequent subletting of any portion of the Lease Premises, and does not relieve LESSEE or any person claiming under or through LESSEE of the obligation to obtain CITY'S consent to any future sublease.
7. Failure by LESSEE to observe or perform any of the covenants or provisions of the Lease and this Consent shall constitute a default. Upon discovery of such a default, the CITY reserves the right to retract this Consent to the Second Amendment.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5/1/12

By: 
James F. Barwick, CCIM
Real Estate Assets Director

SEA WORLD, LLC, a Delaware limited liability company

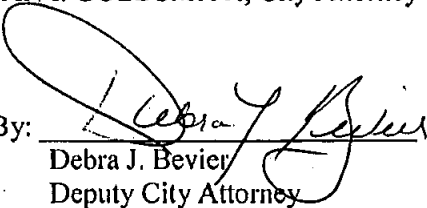
Date: 4/26/12

By: 
Name: John Reilly
Title: Park President

APPROVED AS TO FORM AND LEGALITY:

Date: 5/4/12

JAN I. GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney

Sea World - CONSENT TO SECOND AMENDMENT - PACIFIC BELL WIRELESS

**SECOND AMENDMENT
TO
COMMUNICATIONS SITE SUBLEASE AGREEMENT**

This SECOND AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT ("Second Amendment") is effective this ____ day of January, 2012, by and between Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a T-Mobile ("Sublessee") and Sea World LLC, successor in interest to Sea World, Inc. by conversion, a Delaware limited liability company ("Sublessor").

WHEREAS, Sublessor and Sublessee (previously known as Pacific Bell Mobile Services, a California corporation) entered into that certain Communications Site Sublease Agreement dated April 30, 1996, which was amended by a First Amendment to the Communications Site Sublease Agreement dated February 1, 2002 (the "Sublease").

WHEREAS, the initial Term of the Sublease expired on February 1, 2002, and the Sublease was renewed by the parties until January 31, 2012; and

WHEREAS, the parties desire to further extend the Sublease for an additional Renewal Term of five (5) years; and to amend the Sublease to reflect such extension.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Term of the Sublease as set forth in Paragraph 4 shall be extended for a Renewal Term of five (5) years, beginning on February 1, 2012 and ending on January 31, 2017.
2. Paragraph 4 of the Sublease is hereby deleted in its entirety and amended to read as follows:

"The term of this Sublease ("Term"), which has commenced upon the earlier of: (i) the issuance of a local building permit allowing Sublessee to construct its mobile/wireless communications facilities on the Premises, or (ii) January 31, 1997 ("Commencement Date"), shall extend until January 31, 2017. By written agreement, the parties may extend the Term of this Sublease for a Renewal Term of five (5) years on the same terms and conditions as set forth herein."

3. Capitalized Terms used in this Second Amendment but not otherwise defined shall have the meanings ascribed to such terms in the Sublease.
4. Sublessor and Sublessee acknowledge and agree that (a) the Sublease, as further amended by this Second Amendment, shall continue in full force and effect in accordance with its terms, and (b) this Second Amendment is limited

as specified herein and shall not constitute an amendment or waiver of any other provision of the Sublease.

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

SUBLESSOR:

SEA WORLD LLC, successor-in-interest to SEA WORLD, INC., by conversion

By: _____

Name: _____

Title: _____

SUBLESSEE:

PACIFIC BELL WIRELESS, LLC
d/b/a T-MOBILE

By: _____

Name: _____

Title: _____

PACIFIC BELL WIRELESS, LLC

Post Office Box 7609
Atlanta, Georgia 30309

August 3, 2004

Sea World of California
500 Sea World Drive
San Diego, CA 92109

RE: Site: SD-161-01
Lease between Sea World of California Inc., as landlord and Pacific Bell Wireless, LLC (as tenant or successor tenant, "Tenant") (as amended, the "Lease")

Gentlemen and Ladies:

Cingular Wireless ("Cingular") and T-Mobile USA, Inc. ("T-Mobile"), through their affiliates, jointly own and operate Tenant. As you know, Tenant's Lease with you permits the operation and installation of wireless telecommunication equipment. This letter is to notify you that Cingular and T-Mobile have agreed (subject to certain regulatory approvals) to the sale of all of Cingular's ownership interests in Tenant to T-Mobile (the "Sale"). The Sale is expected to close in the fourth quarter of 2004 or early in 2005 and will result in Tenant being controlled solely by T-Mobile.

This is simply a sale of Cingular's interest in the Tenant; Tenant will continue to be the tenant under the Lease after the Sale closes (although it may later change its name). Also, both Tenant's permitted use of the site for telecommunications and/or wireless and/or related services, and Tenant's net worth, will remain the same as a result of the closing of this Sale.

We would ask that you please confirm your consent to the Sale as it relates to the Lease, by signing this letter where indicated below and return it in the enclosed self-addressed envelope. Once the Sale closes, we will notify you of any change in notice address and other contact information.

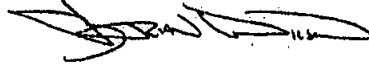
August 3, 2004
Page 2

Site: SD-161-01

If we do not hear from you to the contrary, we will assume that the foregoing is acceptable.

If you have any questions, please call 404-881-4056

Very truly yours,

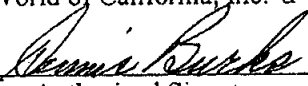


Brian Wilson, Director of Tower Programs
for Cingular Wireless, LLC

cc: T-Mobile USA, Inc.

Acknowledged, Consented and Agreed:

Sea World of California, Inc. ^{SW} a division of Sea World, Inc.

By: 
Authorized Signatory

Date: 8/3/04

FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT ("First Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Sublessee") and SEA WORLD OF CALIFORNIA, A DIVISION OF SEA WORLD, INC., A DELAWARE CORPORATION ("Sublessor") is dated February 1, 2002.

RECITALS

- A. Sublessor and Sublessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Sublease Agreement dated April 30, 1996 (the "Sublease").
- B. Sublessee desires to install communications equipment to replace existing equipment in the original location without change or reconfiguration of the Premises. Sublessor is willing to agree to the replacement of existing equipment in return for additional base Rent.
- C. The initial Term of the Sublease ran until February 1, 2002, and the parties desire to extend the Sublease for two (2) Renewal Terms of five (5) years each extending from February 1, 2002 until January 31, 2007; and then from February 1, 2007 until January 31, 2012.
- D. Sublessor and Sublessee now wish to amend the Sublease pursuant to this First Amendment.

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

1. Paragraph 4 of the Sublease (Term), is hereby amended by replacing the second and third sentences thereof with the following: "This Sublease shall be extended for a Renewal Term of five (5) years extending from February 1, 2002 until January 31, 2007. Sublessee shall have the right to extend the Term of this Sublease for a second Renewal Term of five (5) years extending from February 1, 2007 until January 31, 2012 (each 5-year extension being a "Renewal Term"). Unless Sublessee provides thirty (30) days' written notice to the contrary, the second Renewal Term shall extend automatically. All Renewal Terms shall be on the same terms and conditions as set forth herein."

2. Paragraph 5(a) of the Sublease is hereby amended by replacing the amount of Rent stated therein with the sum of Three Thousand and 00/100 Dollars (\$3,000.00) per month, effective upon the commencement of the replacement equipment installation, and subject to the proration provisions set forth in Paragraph 5(b). Paragraph 5(c) of the Sublease is hereby deleted and replaced with the following: "Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year."

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

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

[SIGNATURE PAGE FOLLOWS]

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

SUBLESSOR:

SEA WORLD OF CALIFORNIA,

A DIVISION OF SEA WORLD, INC., A DELAWARE CORPORATION

By: *Nick Palermind C.P.M.*
Name: NICK PALERMINO
Title: PURCHASING AGENT
Date: 6/27/2002

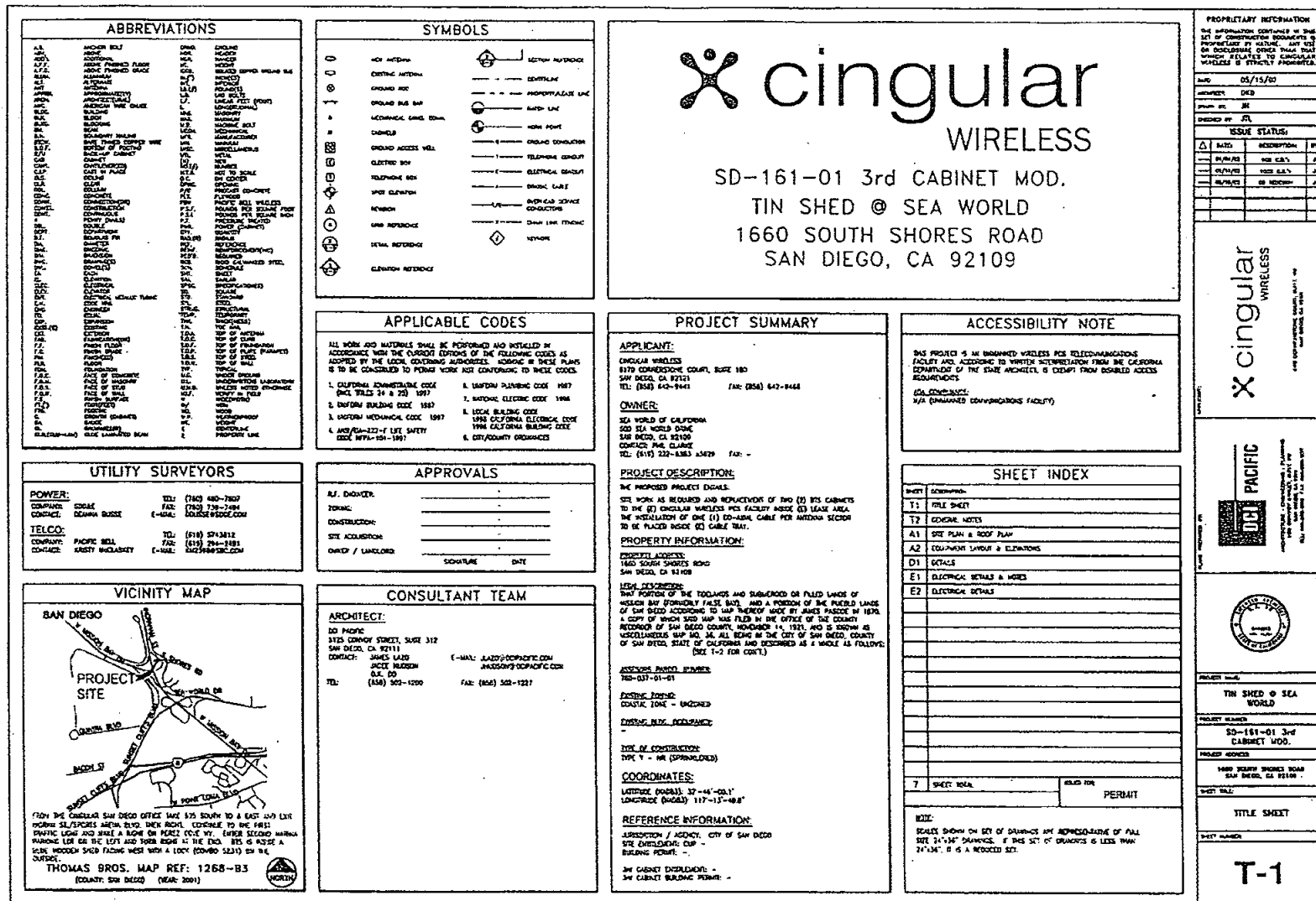
SUBLESSEE:

PACIFIC BELL WIRELESS, LLC,

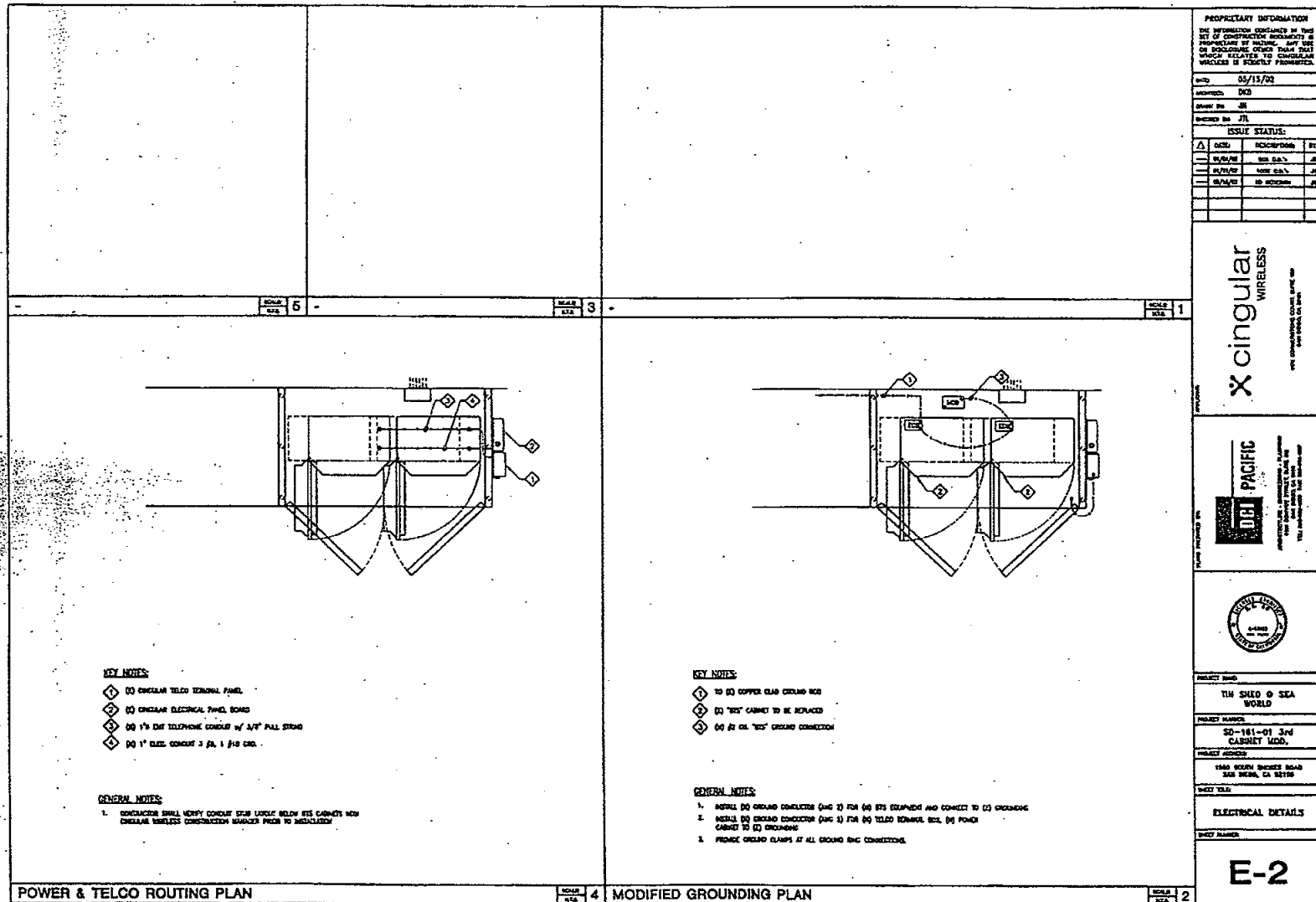
A NEVADA LIMITED LIABILITY COMPANY,

d/b/a CINGULAR WIRELESS

By: *Mark A. Appel*
Name: Mark A. Appel
Title: Director Network Operations
Date: 24 JUNE 02



INITIALS
10/27/02
[Signature]



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE COMPANY. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT WHEREIN IT IS USED IS STRICTLY PROHIBITED.

DATE: 05/15/02
DRAWN BY: DKS
CHECKED BY: JH
DESIGNED BY: JH

ISSUE STATUS:		
NO.	DESCRIPTION	DATE
1	ISS. D.K.S.	05/15/02
2	ISS. D.K.S.	05/15/02
3	ISS. D.K.S.	05/15/02

x circular
WIRELESS

DBI PACCIFIC
FIRE PROTECTION SYSTEMS, INC.
1000 SOUTH BUCKLEY ROAD
SAN JOSE, CA 95128



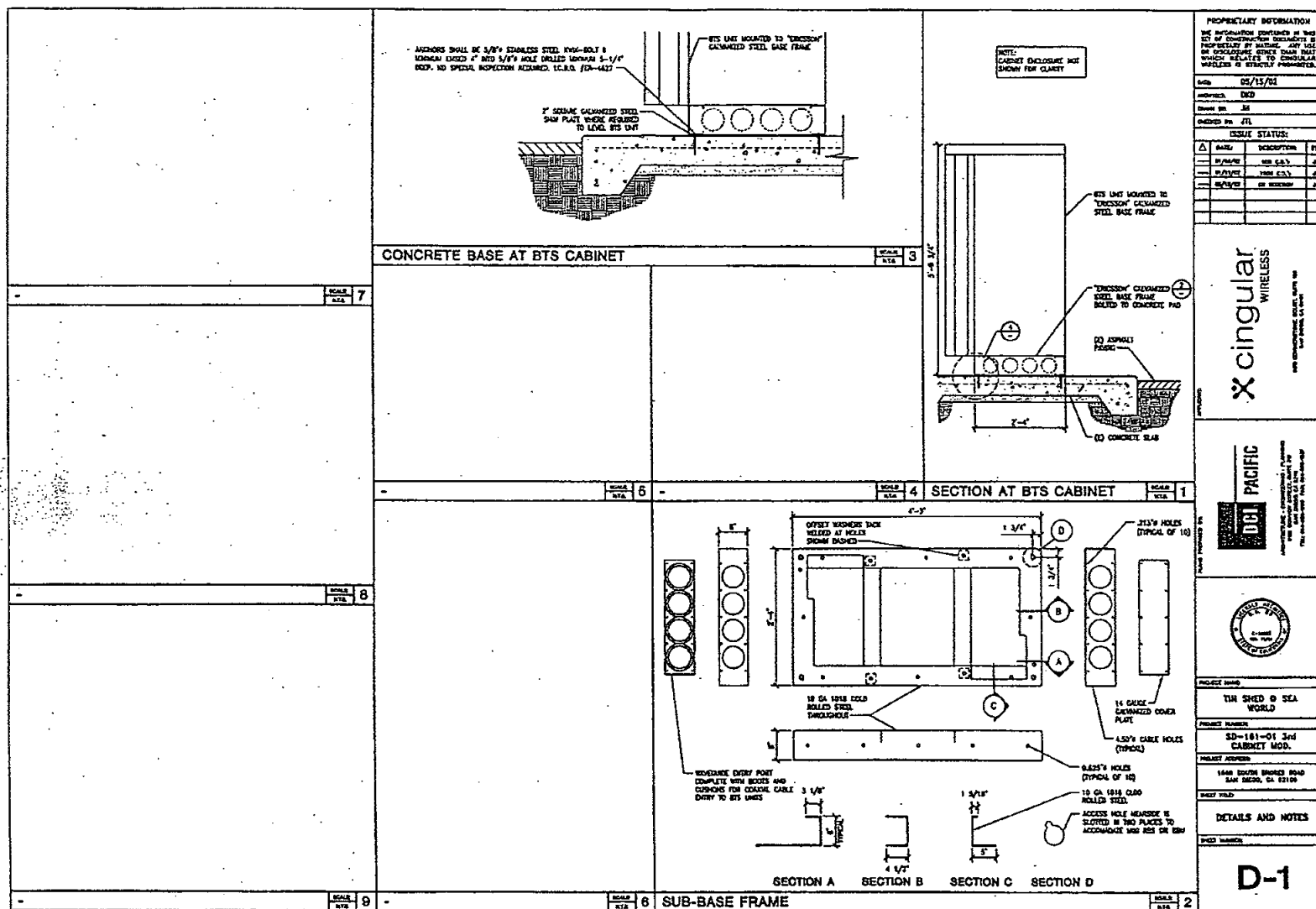
PROJECT NAME:
TIN SHED @ SEA WORLD

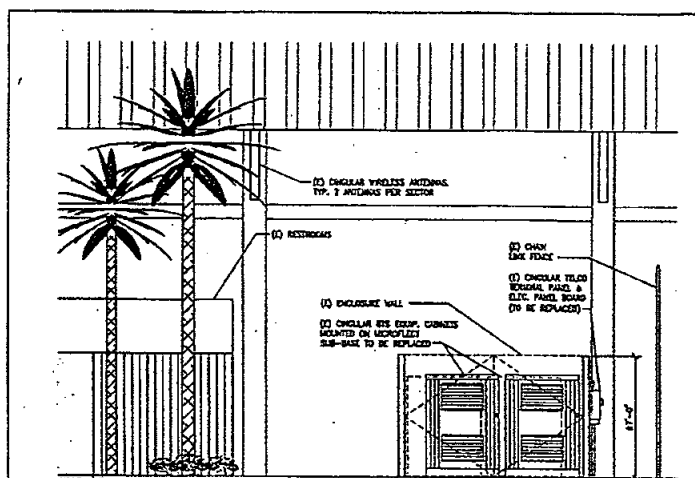
PROJECT NUMBER:
SD-161-01 3rd CABINET MOD.

PROJECT ADDRESS:
1500 SOUTH BUCKLEY ROAD
SAN JOSE, CA 95128

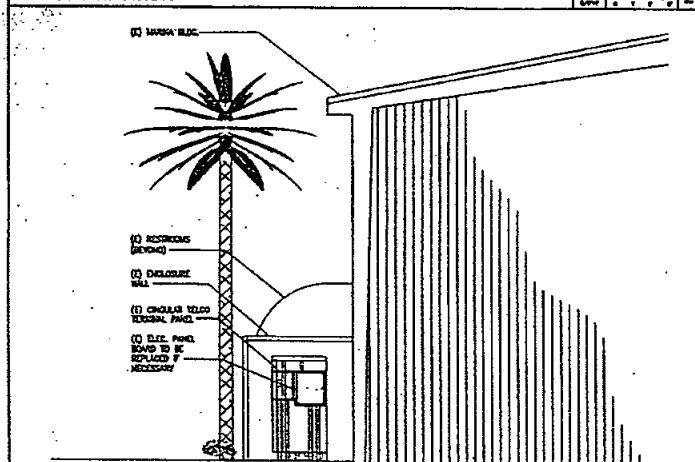
SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E-2





NAME	DATE	2
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NAME	DATE	3
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[illegible]

A-2

PACIFIC BELL WIRELESS, LLC

Post Office Box 7609
Atlanta, Georgia 30309

August 3, 2004

Sea World of California
500 Sea World Drive
San Diego, CA 92109

RE: Site: SD-161-01
Lease between Sea World of California Inc., as landlord and Pacific Bell Wireless, LLC (as tenant or successor tenant, "Tenant") (as amended, the "Lease")

Gentlemen and Ladies:

Cingular Wireless ("Cingular") and T-Mobile USA, Inc. ("T-Mobile"), through their affiliates, jointly own and operate Tenant. As you know, Tenant's Lease with you permits the operation and installation of wireless telecommunication equipment. This letter is to notify you that Cingular and T-Mobile have agreed (subject to certain regulatory approvals) to the sale of all of Cingular's ownership interests in Tenant to T-Mobile (the "Sale"). The Sale is expected to close in the fourth quarter of 2004 or early in 2005 and will result in Tenant being controlled solely by T-Mobile.

This is simply a sale of Cingular's interest in the Tenant; Tenant will continue to be the tenant under the Lease after the Sale closes (although it may later change its name). Also, both Tenant's permitted use of the site for telecommunications and/or wireless and/or related services, and Tenant's net worth, will remain the same as a result of the closing of this Sale.

We would ask that you please confirm your consent to the Sale as it relates to the Lease, by signing this letter where indicated below and return it in the enclosed self-addressed envelope. Once the Sale closes, we will notify you of any change in notice address and other contact information.

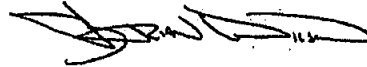
August 3, 2004
Page 2

Site: SD-161-01

If we do not hear from you to the contrary, we will assume that the foregoing is acceptable.

If you have any questions, please call 404-881-4056

Very truly yours,



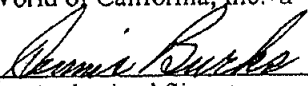
Brian Wilson, Director of Tower Programs
for Cingular Wireless, LLC

cc: T-Mobile USA, Inc.

Acknowledged, Consented and Agreed:

Sea World of California, Inc. ^{SW} a division of Sea World, Inc.

By:


Authorized Signatory

Date:

8/3/04

CONSENT TO SUBLEASE AGREEMENT

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

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as Document 762304, as amended, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

PACIFIC BELL MOBILE SERVICES

(SUBLESSEE) copy attached. 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:

- 1) All monetary consideration received by LESSEE will be considered gross income and rent will be payable to the CITY on said income at a rate of 33 1/3%.
- 2) Antenna installation shall be limited to 6 panel-type antennas that blend in with the existing structure and do not project above the roof of the building. Relocation of the antennas and/or equipment cabinet will be subject to prior written City approval.
- 3) Each renewal term shall be subject to prior written approval by CITY and LESSEE.

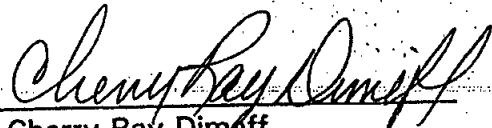
AGREED TO:

SEA WORLD, INC. (LESSEE)

Dated

4/30/96

By


Cherry Ray Dimeff
Vice President, Finance

✓
AGREED TO:

PACIFIC BELL MOBILE SERVICES
(SUBLESSEE)

Dated 5-3-96

By 

THE CITY OF SAN DIEGO

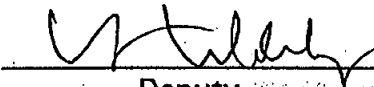
Dated 4-26-96

By 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 4/26/96

By 
Deputy

LMF:rc-j

4/26/96

I:\WPO\1996\FIERRO\CA.SEA

COMMUNICATIONS SITE SUBLEASE AGREEMENT

ORIGINAL

THIS COMMUNICATIONS SITE SUBLEASE AGREEMENT ("Sublease") is dated this 30 day of April 1996, by and between PACIFIC BELL MOBILE SERVICES, a California corporation ("Sublessee") whose address is 4420 Rosewood Drive, Building 2, 4th Floor, Pleasanton, California, 94588, and SEA WORLD OF CALIFORNIA, INC., a division of Sea World, a Delaware corporation ("Sublessor") whose address is 1720 South Shores Drive, San Diego, CA 92109-7995.

Sublessor warrants that it has entered into a certain written lease agreement dated 4/30/96, as amended between Sublessor and the City of San Diego ("Master Lease") for the Premises known as Sea World of California for which this Sublease Agreement is a sublease of a portion of these Premises.

This Sublease is subject and subordinate to the Master Lease notwithstanding any provision hereof contrary to or in conflict with said Master Lease.

The parties hereto agree as follows:

1. Premises. Sublessor leases the real property legally described in Exhibit "A" commonly known as Sea World of California (Assessor's Parcel Number 760-037-01-01). Subject to the following terms and conditions, Sublessor subleases to Sublessee that portion of Sublessor's property depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. Use. The Premises may be used by Sublessee for the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of communications facilities, including six (6) antennas and two (2) equipment cabinets as shown on Attachment I, A-C and for no other purpose. Any and all modifications to Attachment I must be pre-approved by the City of San Diego and Sublessor. Sublessor agrees, at no expense to Sublessor, to cooperate with Sublessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises.

3. Conditions Precedent.

(a) This Sublease is conditioned upon:

(i) Sublessee obtaining all governmental permits and approvals enabling Sublessee, to construct and operate mobile/wireless communications facilities on the Premises.

(ii) Sublessor delivering to Sublessee, a written consent to this Sublease signed by the Master Lessor in form attached hereto as Exhibit "E" or such other form as may be subsequently approved by Sublessee in the exercise of its prudent business judgment provided such consent of Master Lessor is required under the Master Lease.

(iii) Sublessee's communication service facilities blending in with existing structures, protruding no higher than the existing roof and in no event exceeding the 30 foot height City Limitation.

(iv) At all times complying with the City of San Diego's "User Committee Electronic Land Use 'On the Air' Test Instructions and Procedures", attached hereto as Attachment II.

(v) Providing to Sublessor, upon executing of this Sublease Agreement, at no charge to Sublessor, five (5) PCS phones for Sublessor's exclusive use for the term of this Sublease. Further, upon approval of the Final Construction Drawings by Sublessor, Sublessee will give Sublessor five (5) more PCS phones. Sublessor agrees to be responsible for any service charges incurred by Sublessor. Such phone service though will not be made available until October 1, 1996.

4. Term. The term of this Sublease ("Term") shall be 5 years commencing with the issuance of a local building permit allowing Sublessee to construct its mobile/wireless communications facilities on the Premises, or January 31, 1997, whichever is earlier ("Commencement Date"). Prior to the end of such term, the parties may negotiate as to a five year extension of the term. The Renewal Term shall be on the same terms and conditions as set forth herein.

5. Rent.

(a) Upon the Commencement Date, Sublessee shall pay Sublessor, as rent, the sum of One Thousand Dollars (\$1,000.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Sublessor's address specified in Paragraph 17, Miscellaneous.

(b) If the Commencement Date is other than the first day of a calendar month, Sublessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Sublessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Sublease, or if this Sublease is terminated before the expiration of any month for which Rent should have been paid.

(c) Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Diego area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than three percent (3%) of the Rent paid during the previous year.

6. Improvements: Access.

(a) Sublessee shall have the right (but not the obligation) at any time following the full execution of this Sublease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Sublessee's Facilities (as

defined herein) and for the purpose of preparing for the construction of Sublessee's Facilities. During any Tests or pre-construction work, Sublessee will have insurance as set forth in Section 12, Insurance, and will notify Sublessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Sublessor. If Sublessee determines that the Premises are unsuitable for Sublessee's contemplated use, then Sublessee will notify Sublessor and this Sublease will terminate.

(b) Sublessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements as approved by Sublessor and the City of San Diego only as shown on Attachment I ("Sublessee's Facilities"). In connection therewith, Sublessee has the right to do all work reasonably necessary to prepare and maintain the Premises for Sublessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers as approved by Sublessor and the City of San Diego. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to the Sublessee's Facilities and any equipment placed on the Premises by Sublessee shall be held by Sublessee. All of Sublessee's Facilities shall remain the property of Sublessee and are not fixtures. Sublessee has the right to remove all Sublessee's Facilities at its sole expense on or before the expiration or termination of this Sublease. Any damage caused by Sublessee to Sublessor's property upon such removal will be repaired at Sublessee's sole expense.

(c) Sublessor shall provide access to Sublessee, Sublessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Sublessee. Sublessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Sublessee to the extent required to construct, maintain, install and operate Sublessee's Facilities on the Premises as provided for in this Sublease Agreement.

(d) Sublessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. If Sublessee causes damage to Sublessor's roadways, it shall promptly repair same.

(e) Sublessee shall have the right to install utilities, at Sublessee's expenses, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power) upon approval of Sublessor and the City of San Diego which approval shall not be unreasonably withheld. Subject to Sublessor's approval of the location, which approval shall not be unreasonably withheld, Sublessee shall have the right to place utilities on (or to bring utilities across) Sublessor's properties in order to service the Premises and Sublessee's Facilities. If necessary, upon Sublessee's request, Sublessor shall allow Sublessee to install sub-metering equipment on existing Sublessor utility service(s). Sublessee agrees to install, at Sublessee's cost, the required equipment, meters and connections and will reimburse the Sublessor for Sublessee's use of utilities at a rate equal to the Sublessor's unit cost for the utilities.

(f) Sublessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Sublessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in good and broom clean condition, less ordinary wear and tear.

7. Interference with Communications. Sublessee shall meet and comply with all non-interference rules of the Federal Communications Commission ("FCC").

8. Taxes. Sublessee shall pay personal property taxes assessed against the Sublessee's Facilities and Sublessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises.

9. Termination. This Sublease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Sublessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Sublessee's Facilities; or (iii) by Sublessee if Sublessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (iv) by Sublessee if Sublessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. Upon termination, Sublessee shall immediately remove Sublessee's Facilities from the Premises and deliver the Premises in good order and condition, ordinary wear and tear excepted. Sublessee shall repair any damage to the Premises caused by Sublessee's Facilities or the removal of such Facilities.

10. Destruction of Premises. If the Premises or the Sublessee's Facilities are destroyed or damaged so as in Sublessee's judgment to hinder the effective use of Sublessee's Facilities, Sublessee may elect to terminate this Sublease as of the date of the damage or destruction by so notifying Sublessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Sublease shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all of the Premises, or a portion which in Sublessee's opinion is sufficient to render the Premises unsuitable for the Sublessee's use, then this Sublease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Sublessee shall include, the value of its Sublessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Sublessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employers Liability with limits of \$1,000,000.00 per occurrence.

(b) Each party of this Sublease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Sublessee shall name Sublessor and the City of San Diego as an additional insured with respect to the above Commercial General Liability insurance.

Sublessee shall have the right to self-insure with respect to any other the above insurance. The insurance policy must also specify that the policy cannot be terminated, altered or cancelled without thirty (30) days prior written notice to Sublessor and the City of San Diego.

(c) 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 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.

13. Assignment. Sublessee shall not assign this Sublease or sublet the Premises or any part thereof without the prior written consent of Sublessor and the City of San Diego. An assignment by operation of law shall automatically terminate this Sublease.

14. Title and Quiet Enjoyment.

(a) Sublessor warrants that is has full right, power, and authority to execute this Sublease. Sublessor further warrants that Sublessee shall have quiet enjoyment of the Premises during the Term of this Sublease or any Renewal Term.

(b) Sublessee has the right to obtain, at Sublessee's sole expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Sublessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Sublessee's use of the Premises, Sublessee shall have the right to terminate this Sublease immediately upon written notice to Sublessor.

(c) Sublessor shall timely perform and comply with all of the terms, covenants and conditions of the Master Lease.

(d) Sublessor warrants: (i) that the Master Lease is in full force and effect; (ii) to the best of Sublessor's knowledge, neither Master Lessor under the Master Lease nor Sublessor is in default under any of the terms or conditions of the Master Lease.

15. Repairs. Sublessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Sublessee, its employees, agents, contractors or subcontractors or Sublessee's Facilities.

16. Indemnity. 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 from any negligent act or omission or the willful misconduct of Sublessee, his agents and invitees.

17. Miscellaneous.

(a) If any provision of the Sublease is invalid or unenforceable with respect to any party, the remainder of this Sublease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Sublease shall be binding on and insure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, fax, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Sublessor: Sea World of California
1720 South Shores Road
San Diego, CA 92109

Sublessee: Pacific Bell Mobile Services
4420 Rosewood Drive, Building 2, 4th Floor
Pleasanton, CA 94588

Sublessor or Sublessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Sublease shall be governed under the laws of the State of California.

(e) 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 as attorney's fees provided Lessee or City is the prevailing party in any such legal proceeding.

(f) Terms and conditions of this Sublease which by their sense and context survive the termination, cancellation or expiration of this Sublease will so survive.

(g) Upon request either party may require that a Memorandum of Sublease be recorded in the form of Exhibit "C".

(h) This Sublease constitutes the entire Sublease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Sublease must be in writing and executed by both parties.

(i) If Sublessee hold possession of the Premises after the expiration or sooner termination of this Sublease, Sublessee shall become a tenant at sufferance on a day-to-day basis upon the terms specified herein at two hundred percent (200%) of the then existing monthly rent.

(j) Sublessor may require that Sublessee relocate Sublessee's Facilities if such relocation is required by applicable law or is reasonably necessary for the general safety, health and welfare of the Park, the Park's inhabitants, employees or guests. Such relocation shall be subject to prior approval by City. Sublessor shall in good faith use its best effort to fully accommodate Sublessee's continuing use of the Premises and/or the Property of which the Premises is a part.

Sublessor shall provide Sublessee written notice at least ninety (90) days prior to any relocation which notice shall include the reason for any relocation and which notice shall provide Sublessee the opportunity to correct any reason which relates to Sublessee's operations or facilities on the Premises within sixty (60) days of the Sublessee's receipt of such notice.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

ATTEST WITNESS

Maria Record

Date: 4/30/96

"SUBLESSOR"

By: Sea World Inc

Name: Cherry By Duff

Title: VP Finance

TAX ID#: 13-287-3726

Date: 4/30/96

ATTEST WITNESS

Agnes V. Thompson

Date: 5/3/96

"SUBLESSEE"

PACIFIC BELL MOBILE SERVICES,
A CALIFORNIA CORPORATION

By: [Signature]

Name: Fardin Eshraghi

Title: RF Manager

Date: 5-3-96

11/8/95

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's property of which Premises are a part is legally described as follows:

Property Address: 1720 South Spores Drive
San Diego, CA 92109-7995

Assessor's Parcel Number: 760-037-01-01
San Diego County, California

Parcels 1 through 5 more particularly described on the following 6 pages.



ORDER NO. 1118952-7

LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 OF RESUBDIVISION OF BLOCKS 7, 8 AND 10 AND A PORTION OF BLOCK 9 AND LOT "A", INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1917; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH $89^{\circ}55'56''$ WEST, (RECORD NORTH $89^{\circ}59'$ WEST) 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH $00^{\circ}04'04''$ EAST, 2.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ}55'56''$ EAST, 249.70 FEET; THENCE NORTH $05^{\circ}30'02''$ WEST 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID CO-ORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE X - 1,712,415.17 AND Y - 213,819.22) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE $32^{\circ}45'02''$ NORTH AND LONGITUDE $117^{\circ}11'07.200''$ WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK CO-ORDINATE SYSTEM; THENCE NORTH 5,133.00 AND WEST 13,500.00 FEET TO THE TRUE POINT OF BEGINNING, THE MISSION BAY PARK CO-ORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 5,133.00 FEET AND WEST 13,500.00 FEET; THENCE DUE SOUTH 00.91 FEET TO MISSION BAY PARK COORDINATES NORTH 5,072.09 FEET AND WEST 13,500.00 FEET, BEING A POINT ON A 499.63 RADIUS CURVE CONCAVE SOUTHWESTERLY, RADIAL LINE FROM SAID POINT BEARING SOUTH $17^{\circ}55'26''$ WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}04'34''$ A DISTANCE OF 236.10 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 4950.00 FEET AND WEST 13300.47 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 451.6 FEET, BEING A POINT ON A 600.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE FROM SAID POINT BEARING NORTH $45^{\circ}00'00''$ EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ}29'52''$ A DISTANCE OF 853.44 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 4372.61 FEET AND



ORDER NO. 1118952-7

WEST 12,200 FEET; THENCE DUE NORTH A DISTANCE OF 1,439.51 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6012.12 FEET AND WEST 12,200 FEET; THENCE NORTH $71^{\circ}35'40''$ WEST A DISTANCE OF 409.77 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6141.50 FEET AND WEST 12,588.81 FEET TO THE BEGINNING OF A 514.76 RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARING SOUTH $18^{\circ}24'20''$ WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}57'10''$ A DISTANCE OF 233.17 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6163.37 FEET AND WEST 12,818.95 FEET TO THE BEGINNING OF A 1198.09 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE FROM SAID POINT BEARING SOUTH $07^{\circ}32'50''$ EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}55'51''$ A DISTANCE OF 82.19 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6149.79 AND WEST 12,900.00; THENCE DUE NORTH A DISTANCE OF 147.18 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,296.97 FEET AND WEST 12,900.00 FEET TO THE BEGINNING OF A 1342.65 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE FROM SAID POINT BEARING SOUTH $10^{\circ}13'41''$ EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}55'51''$ A DISTANCE OF 631.09 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,045.71 FEET AND WEST 13,472.59 FEET; BEING THE BEGINNING OF A REVERSE 800.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ}43'50''$ A DISTANCE OF 34.39 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6024.09 FEET AND WEST 13,500.00 FEET; THENCE DUE SOUTH 891.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 OF RESUBDIVISION OF BLOCKS 7, 8 AND 10 AND A PORTION OF BLOCK 9 AND LOT "A", INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1917; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH $89^{\circ}55'56''$ WEST, (RECORD NORTH $89^{\circ}59'$ WEST) 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH $00^{\circ}04'04''$ EAST, 2.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ}55'56''$ EAST, 249.70 FEET; THENCE NORTH $05^{\circ}30'02''$ WEST 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID CO-ORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD



ORDER NO. 1118952-7

TOWN" ARE X - 1,712,415.17 AND Y - 213,819.22) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE 32°45'02" NORTH AND LONGITUDE 117°11'07.200" WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK CO-ORDINATE SYSTEM; THENCE NORTH 5,133.00 AND WEST 13,500.00 FEET, THE MISSION BAY PARK CO-ORDINATES BEING NORTH 5,133.00 FEET AND WEST 13,500.00 FEET; THENCE CONTINUING WEST 540.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 160.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'56" A DISTANCE OF 210.37 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 5,252.49 FEET AND WEST 14,195.24 FEET; THENCE TANGENT TO SAID CURVE NORTH 14°40'04" WEST, 101.20 FEET TO THE TRUE POINT OF BEGINNING, THE MISSION BAY CO-ORDINATES OF SAID TRUE POINT OF BEGINNING, BEING NORTH 5,350.39 FEET AND WEST 14,220.86 FEET; THENCE NORTH 26°24'59" EAST, 621.44 FEET; THENCE NORTH 63°35'01" WEST 25.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 222.08 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°35'01" A DISTANCE OF 246.45 FEET; THENCE TANGENT TO SAID CURVE NORTH 491.84 FEET; THENCE NORTH 69°30'00" WEST 341.57 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,728.69 AND WEST 14,410.55 FEET; THENCE CONTINUING NORTH 69°30'00" WEST 172.53 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,789.12 FEET AND WEST 14,572.15 FEET; THENCE SOUTH 9°04'02" EAST 267.46 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,525.00 FEET AND WEST 14,530.00 FEET; THENCE SOUTH 14°33'01" EAST 166.22 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,364.11 FEET AND WEST 14,488.24; THENCE SOUTH 39°19'34" EAST 90.00 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,294.49 FEET AND WEST 14,431.21 FEET; THENCE SOUTH 23°11'55" EAST 130.00 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,175.00 FEET AND WEST 14,380.00 FEET; THENCE SOUTH 175.00 FEET TO MISSION BAY PARK CO-ORDINATES NORTH 6,000.00 AND WEST 14,380.00 FEET; THENCE SOUTH 13°45'54" EAST 668.82 FEET TO THE TRUE POINT OF BEGINNING.

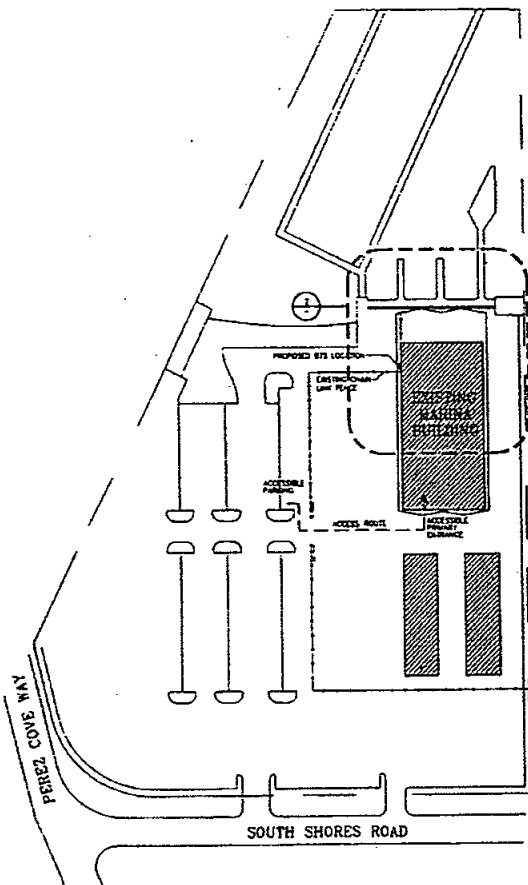
PARCEL 3:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

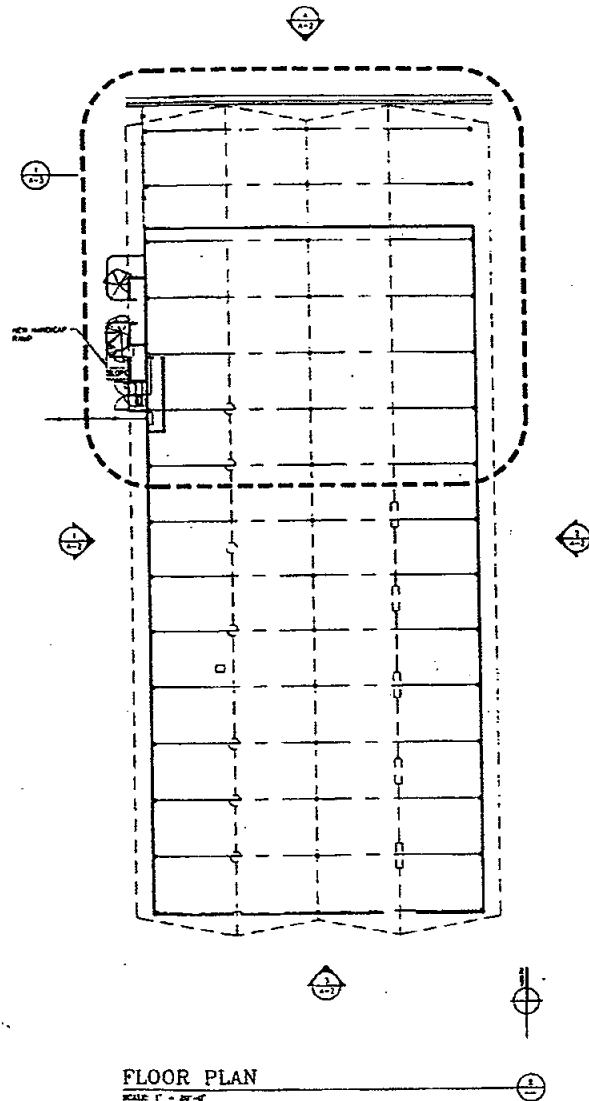


ORDER NO. 1118952-7

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 OF RESUBDIVISION OF BLOCKS 7, 8 AND 10 AND A PORTION OF BLOCK 9 AND LOT "A", INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1917; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH $89^{\circ}55'56''$ WEST, (RECORD NORTH $89^{\circ}59'00''$ WEST) 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH $00^{\circ}04'04''$ EAST, 2.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ}55'56''$ EAST, 249.70 FEET; THENCE NORTH $05^{\circ}30'02''$ WEST 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID CO-ORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE $X = 1,712,415.17$ AND $Y = 213,819.22$) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE $32^{\circ}45'02''$ NORTH AND LONGITUDE $117^{\circ}11'07.200''$ WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK CO-ORDINATE SYSTEM; THENCE NORTH 5,858.00 FEET AND WEST 13,500.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, THE MISSION BAY PARK COORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 5,858.00 AND WEST 13,500.00; THENCE SOUTH 858.00 FEET; THENCE NORTH $69^{\circ}45'18''$ WEST, 130.04 FEET; THENCE NORTH $75^{\circ}37'07''$ WEST 80.52 FEET; THENCE WEST 81.94 FEET; THENCE SOUTH $0^{\circ}02'45''$ EAST 12.99 FEET TO THE EASTERLY TERMINUS OF A 20.00-FOOT-RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH $0^{\circ}02'45''$ WEST TO SAID TERMINUS; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}29'11''$ A DISTANCE OF 31.93 FEET TO A POINT ON THE ARC OF A 332.00-FOOT-RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE OF SAID 332.00-FOOT-RADIUS CURVE BEARS NORTH $88^{\circ}28'04''$ EAST TO SAID POINT; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $69^{\circ}21'58''$ A DISTANCE OF 401.94 FEET; THENCE TANGENT TO SAID CURVE NORTH $70^{\circ}53'54''$ WEST, 121.23 FEET TO THE BEGINNING OF A TANGENT 270.00-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}02'07''$ A DISTANCE OF 61.43 FEET TO INTERSECTION WITH A LINE THAT BEARS SOUTH $26^{\circ}24'59''$ WEST, 438.27 FEET FROM MISSION BAY COORDINATES NORTH 5,795.00 AND WEST 14,000.00; THENCE NORTH $26^{\circ}24'59''$ EAST ALONG SAID LINE 438.27 FEET TO SAID MISSION BAY COORDINATES BEING A POINT ON THE ARC OF A 240.00-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH $27^{\circ}10'45''$ WEST TO SAID POINT; SAID POINT ALSO BEING HEREINAFTER REFERRED TO AS POINT "A"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}56'26''$ A DISTANCE OF 104.47 FEET TO A POINT OF COMPOUND CURVATURE WITH A 800.00-FOOT-RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}39'58''$ A DISTANCE OF 414.22 FEET TO THE TRUE POINT OF BEGINNING.



SITE PLAN
SCALE: 1" = 50'-0"



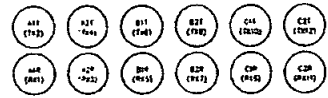
FLOOR PLAN
SCALE: 1" = 30'-0"

GENERAL NOTES:

1. DRAWINGS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
2. PRIOR TO STARTING WORK, THE CONTRACTOR SHALL MEET WITH THE PROJECT ENGINEER TO DISCUSS THE PROJECT SCOPE, SCHEDULE, AND BUDGET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
3. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS ON THE JOB SITE AND CORRECT ANY DISCREPANCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
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ANTENNA AND COAXIAL CABLE SCHEDULE					
ANTENNA	SECTOR	AZIMUTH	DOWN	DI	MODEL
A1	A	0°	1°	100'	1/2" - 1/2"
A2	A	0°	1°	100'	1/2" - 1/2"
B1	B	120°	1°	100'	1/2" - 1/2"
B2	B	120°	1°	100'	1/2" - 1/2"
C1	C	240°	1°	100'	1/2" - 1/2"
C2	C	240°	1°	100'	1/2" - 1/2"

1. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ALMOST ALL CABLES ARE REQUIRED TO BE CUT TO LENGTH PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
2. MAXIMUM LENGTH OF 1/2" COAXIAL CABLE IS 150'-0". MAXIMUM LENGTH OF 3/4" COAXIAL CABLE IS 100'-0".
3. VERIFY MODEL NUMBER OF ANTENNA WITH PACIFIC BELL MOBILE SERVICES.
4. PROVIDE (UNLESS OTHERWISE SPECIFIED) IDENTIFICATION TAGS AT EACH END OF THE COAXIAL CABLE. THE TAGS SHALL BE LOCATED WITHIN THE PLANT SECTION OF THE SITE UNIT. TAGS SHALL BE LABELED FOR THE FOLLOWING:
 - ANTENNA 1, ALFA, RE-44, T-44
 - ANTENNA 2, ALFA, RE-44, T-44
 - ANTENNA 3, ALFA, RE-44, T-44
 - ANTENNA 4, ALFA, RE-44, T-44
 - ANTENNA 5, ALFA, RE-44, T-44
 - ANTENNA 6, ALFA, RE-44, T-44



THE
STICHLER
DESIGN GROUP, INC.
1000 SOUTH SHORES ROAD
SAN DIEGO, CA 92108
(619) 594-1100

PREPARED FOR:
PACIFIC BELL
Mobile Services
1000 SOUTH SHORES ROAD
SAN DIEGO, CA 92108
(619) 594-1100

APPROVED:
DATE: _____
BY: _____
TITLE: _____
PROJECT NAME:
TIN SHED
SEA WORLD
1000 SOUTH SHORES ROAD
SAN DIEGO, CA 92108
(619) 594-1100



DATE	REVISION
1/1/90	REVISION 1
1/1/90	REVISION 2

SHEET TITLE:
SITE PLAN, FLOOR PLAN & NOTES

DESIGNED BY: **M.A.R./A.B.**
CHECKED BY: **S.A.**
DATE: **05/17/90**

A-1

THE STICHLER
DESIGN GROUP, INC.
10000 W. 10th Ave., Suite 100
Denver, CO 80231
Tel: 303.751.1000 Fax: 303.751.1001

800 450 6156

PACIFIC  **TELE**
Mobile Service
and Internet at just 1.99 per
minute. Call 1-800-333-3333

3-10 100-500000-205
3-11 100-500000-206
3-12 100-500000-207
3-13 100-500000-208
3-14 100-500000-209
3-15 100-500000-210
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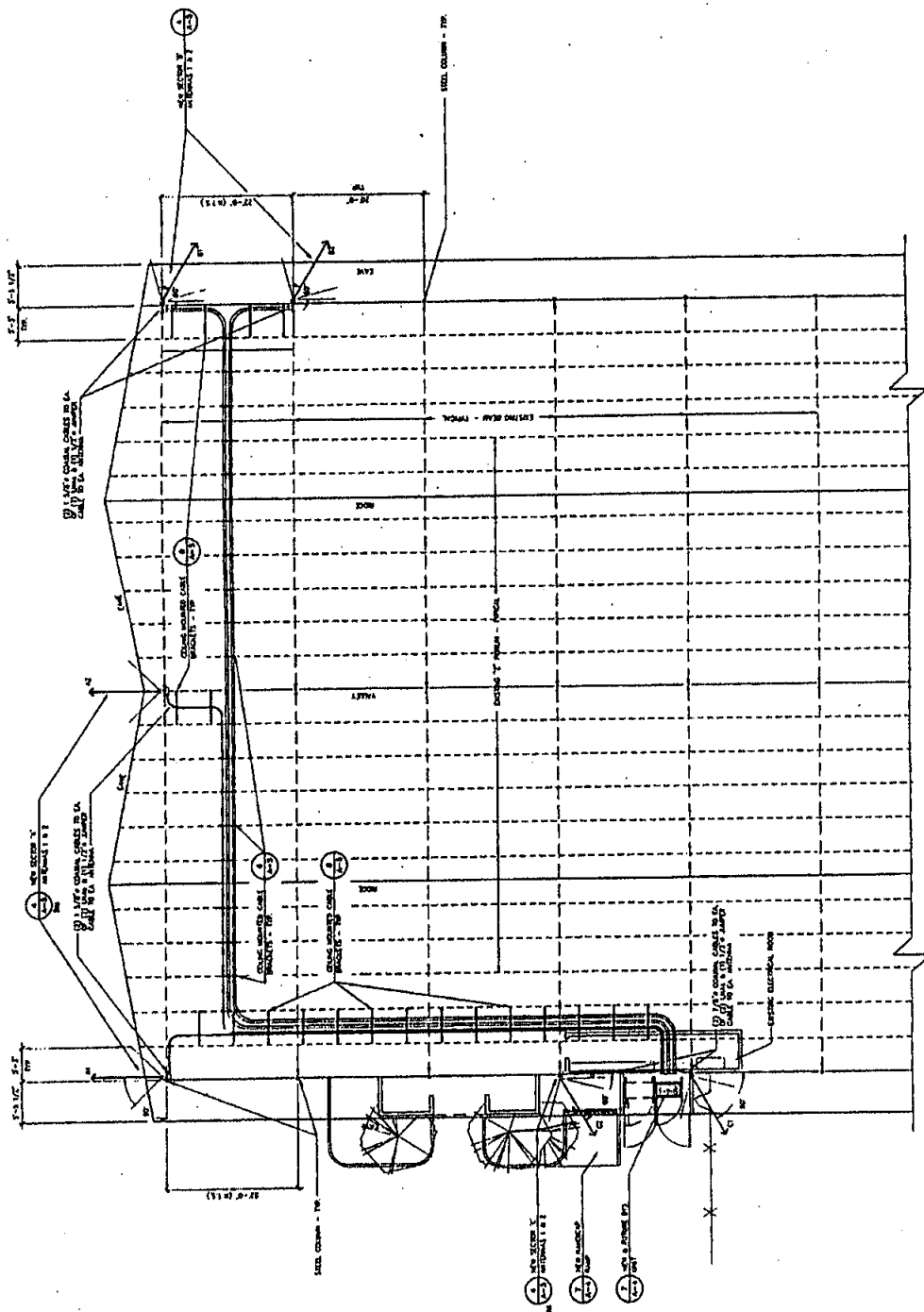
#	IND	DATE	REMARKS
1		4/10/70	RECEIVED FROM SUBJECT FOR REVIEW TO RECEIVED

2002

PARTIAL
ROOF PLAN

[illegible]

A-3



PARTIAL ROOF PLAN

SCALE: 1/8" = 1'-0"



7 ENLARGED PLAN - BTS UNIT
SCALE 1/8" = 1'-0"



Architectural drawing of a work reflector unit. The drawing shows a central unit with a grid of six rectangular panels. Above the unit is a circular structure with a dome-like top. To the left of the unit is a vertical structure labeled 'EXISTING REINFORCED'. To the right is a vertical structure labeled 'EXISTING CONCRETE WALL'. Below the unit is a horizontal structure labeled 'CONCRETE PAD'. Various callouts and dimensions are provided:

- Top left: A circular callout with the number '12' and the text 'WORK-REFLECTOR WORK-REFLECTOR ENTRY (8033) BEHIND'.
- Top right: A circular callout with the number '13' and the text 'WORK-REFLECTOR WORK-REFLECTOR ENTRY (8033) BEHIND'.
- Left side: 'EXISTING REINFORCED'.
- Below left side: 'NEW CONCRETE RAMP'.
- Below left side: 'FUTURE BPS UNIT'.
- Below left side: 'NEW ENVELOPE, BEHIND TO MATCH ADJACENT SECTION SIZE DETAILS 8'-0" x 8'-0" & 10'-0" x 8'-0" (DETAILS SHOWN SHOWN)'.
- Center: 'F.C. (8033) (8033)'.
- Right side: 'NEW GROUND BUS, WIRE TO ELECT. LOCATE HOSE'.
- Right side: 'INSTRUMENT CABLE TO 1/2" JUNCTION & EXTEND TO BPS UNIT'.
- Right side: 'EXISTING CONCRETE WALL FENCE'.
- Right side: 'SURFACE MOUNTED ELECTRICAL PANELS, ATTACHED TO BEHIND 1/4" x 1/4" BOLT'.
- Right side: 'MOUNT TOP OF CABINET & 1/4" x 1/4" BOLT, FLOOR FINISH FINISH'.
- Right side: 'PUNCH SECTION OF BPS UNIT WORK-REFLECTOR GAILY STEEL BASE FRAME'.
- Right side: 'TELEPHONE CABINET'.
- Bottom right: 'WORK-REFLECTOR FRAME'.
- Bottom center: A circular callout with the number '14' and the text 'WORK-REFLECTOR WORK-REFLECTOR ENTRY (8033) BEHIND'.
- Bottom right: A circular callout with the number '15' and the text 'WORK-REFLECTOR WORK-REFLECTOR ENTRY (8033) BEHIND'.

8 ELEVATION - BTS CABINET
SCALE: 1/2" = 1'-0"



1 NEW SCORP
TO MATCH EXISTING
ABOVE THE ROOM

2 3/4" NALLERS AND
0 1/4" O.D. (TOP)

3 1 1/2" STD PIPE 4/32" W.
2ND BOLT 0 1/4" O.D. AND
0 1/4" TOP - 1/2" TOP

4 2" DIA. W/10 3/16" LAG
0 1/4" O.D. AND 0 TOP & BOT.

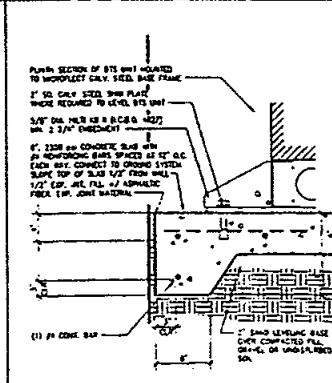
5 3-INCHES STEEL CASE FRAME
SEE DETAIL FOR TOP
ADDITIONAL INFORMATION

6 1/2" WOODS STAINLESS STEEL

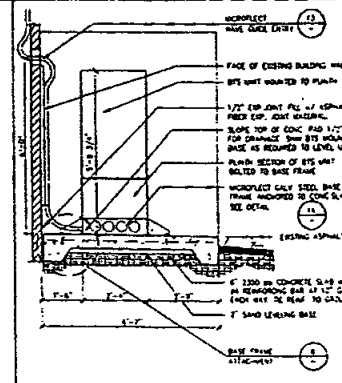
7 CORNER WELDING TO MATCH
EXISTING AROUND PISTON

NOTE:
ALL WOOD IS BY MEASURE
CREATED SOULAS PM

9 WOOD POST @ CONCRETE SLAB
SCALE: 1/2" = 1'-0"



6 CONCRETE BASE AT BTS UNIT



3 SECTION AT BTS UNIT

PAGE 403 (C)

PACIFIC BELL
Mobile Services
NEW SERVICE IN SAN JUAN PUEBLO, CALIFORNIA

APPROVALS	
BY _____	DATE _____
FOR _____	DATE _____
CONTROLLER _____	DATE _____
SUB ACCOUNTANT _____	DATE _____

TIN SHED
SEA WORLD
 1900 SOUTH BOWEN BLVD
 SAN DIEGO, CA
 619-591-1111



#	DATE	REMARKS
1	4/12/88	PRELIMINARY REVIEW
2	6/24/88	SUBMITTED FOR FINAL REVIEW

3045. 2nd

DETAILS

DATE	MAR/AR/FAR
DEPT	SA
NO	93173.00
UNIT	

PREPARED FOR

PACIFIC BELL
Mobile Services
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
303-751-1000

APPROVALS

DATE

DESIGN

CONSTRUCTION

DATE

PROJECT NAME

**TIN SHED
SEA WORLD**
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
303-751-1000



DATE

DESIGN

DATE

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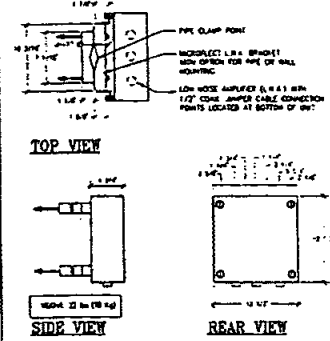
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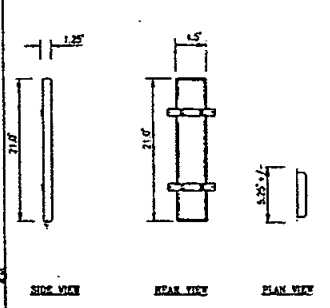
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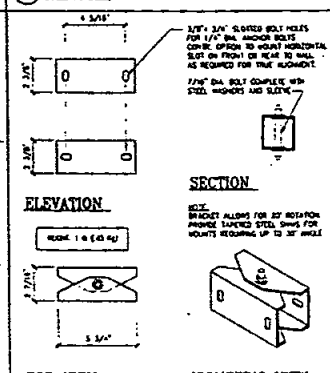
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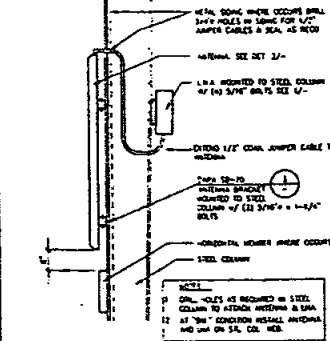
1 LNA WITH MICROFLECT BRACKET
SCALE: 1/4\"/>



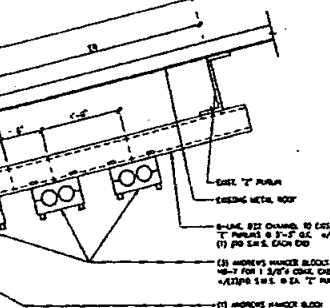
2 HUBER SUHNER 1319.17.0009
SCALE: NO SCALE



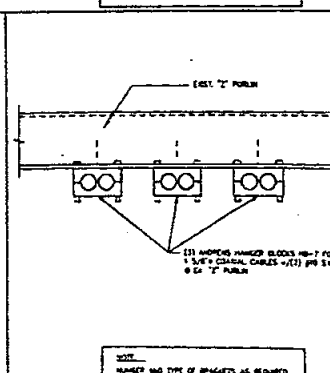
3 DAPA SB-20 ANTENNA BRACKET
SCALE: 3/4\"/>



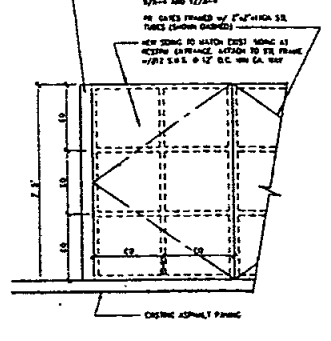
4 ANTENNA MOUNT & SCREEN WALLS
SCALE: 3/4\"/>



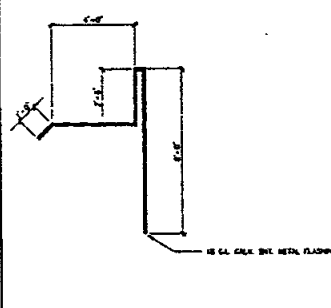
6 CEILING MOUNTED CABLE BRACKETS
SCALE: 1/4\"/>



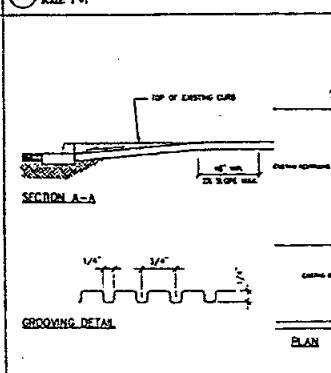
6 CEILING MOUNTED CABLE BRACKETS
SCALE: 1/4\"/>



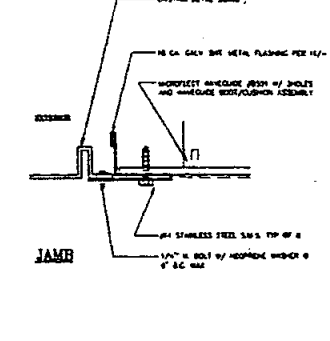
10 PARTIAL ENCLOSURE ELEVATION
SCALE: 1/4\"/>



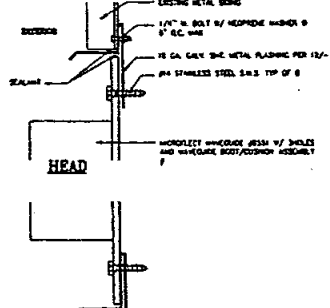
11 METAL FLASHING DETAIL
SCALE: 3/4\"/>



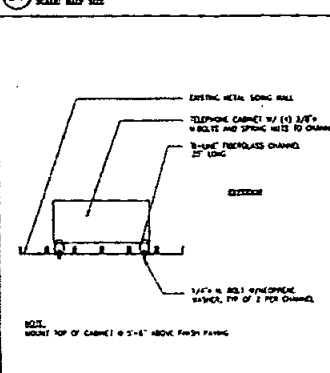
12 HANDICAP RAMP
NOT TO SCALE



13 ATTACHMENT DETAIL @ JAMB
SCALE: HALF SIZE



14 ATTACHMENT DETAIL @ HEAD/SILL
SCALE: HALF SIZE



15 TELEPHONE CABINET ANCHORAGE
SCALE: 1/4\"/>



ORDER NO. 1118952-7

PARCEL 4:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT POINT "A" AS SET OUT AND ESTABLISHED IN THE HEREINABOVE DESCRIBED PARCEL "B", BEING ALSO DESCRIBED AS MISSION BAY COORDINATES NORTH 5,795.00 AND WEST 14,000.00; THENCE NORTH $26^{\circ}24'59''$ EAST ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL "B" 516.98 FEET TO MISSION BAY COORDINATES NORTH 6,258.00 AND WEST 13,770.00 BEING A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE EAST 270.00 FEET TO MISSION BAY COORDINATES NORTH 6,258.00 AND WEST 13,500.00, BEING ON THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID PARCEL "B"; THENCE SOUTH ALONG SAID NORTHERLY PROLONGED EASTERLY LINE 400.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "B", BEING A POINT ON THE ARC OF A 800.00-FOOT-RADIUS CURVE CONCAVE NORTHWESTERLY TO WHICH A RADIAL LINE BEARS SOUTH $27^{\circ}25'39''$ EAST; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL "B" AND THE ARC OF SAID 800.00-FOOT-RADIUS CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}39'58''$ A DISTANCE OF 414.22 FEET TO A POINT OF COMPOUND CURVATURE WITH A 240.00-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE CONTINUING WESTERLY ALONG THE ARC OF SAID 240.00-FOOT-RADIUS CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}56'26''$ A DISTANCE OF 104.47 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DESCRIBED AS A WHOLE AS FOLLOWS:



ORDER NO. 1118952-7

BEGINNING AT POINT "B" AS SET OUT AND ESTABLISHED IN THE HEREINABOVE DESCRIBED PARCEL I, BEING ALSO DESCRIBED AS MISSION BAY COORDINATES NORTH 6,258.00 AND WEST 13,770.00; THENCE NORTH 12.00 FEET; THENCE NORTH $63^{\circ}35'01''$ WEST 73.50 FEET; THENCE SOUTH $26^{\circ}24'59''$ WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID PARCEL I 396.25 FEET TO A POINT ON THE ARC OF A 222.08-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH $40^{\circ}17'03''$ WEST TO SAID POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}52'04''$ A DISTANCE OF 53.75 FEET; THENCE TANGENT TO SAID CURVE SOUTH $63^{\circ}35'01''$ EAST 25.61 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID PARCEL I THAT IS 125.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH $25^{\circ}24'59''$ EAST ALONG SAID NORTHWESTERLY LINE 391.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**DESCRIPTION OF PREMISES**

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor'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, mounting positions may vary from what is shown above.



facade mounted
under roof eaves.

6-panel antennas
20" length
8" wide