

CONSENT TO SUBLEASE AGREEMENT

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

TUSCH-DERBONE COMPANY

(LESSEE) and filed in the Office of the City Clerk as Document 252404, hereby consents to that certain Rooftop and Interior Space Sublease Agreement between the above LESSEE (SUBLESSOR) and

**G.T.E Mobilnet of San Diego Incorporated,
a Delaware Corporation**

(SUBLESSEE) dated August 28, 1996. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is hereby merely approving the SUBLEASE 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:

1. The Sublessor agrees to pay the City (33%) thirty-three percent of the gross income derived from this sublease.
2. Sublessee should not assign this sublease without the prior written consent of Sublessor and the City of San Diego. An assignment by operation of law shall automatically terminate this lease.
3. Sublessee shall assume the defense of, indemnity and save harmless the City of San Diego from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from operations conducted on the leased premises or from any act or omission of Sublessee, its agents and invitee.
4. Sublessee shall be insured by an insurance carrier acceptable to the 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 Combine Single Limit Liability in an occurrence form. A copy of the policy of insurance shall be filed with the City and shall have "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 the City by the insurance company.

5. Should it become the necessary for 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 cost in connection therewith, including a reasonable sum as attorney's fees.

6. Sublessee will make no changes to the antenna structure, as it showed on the Exhibit B to the sublease agreement, without prior written consent of the City. The consent shall not be unreasonably withheld.

THE CITY OF SAN DIEGO

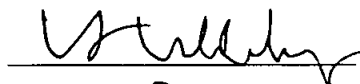
Dated 11/22/96

By 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 11/22/96

By 
Deputy

Sublessor

Dated _____

By _____

Sublessee

Dated _____

By _____

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement [Agreement] is made and entered into by and between Betty L. Derbonne and Don R. Tusch dba Tusch Derbonne Company [TDC or Lessee] and the CITY OF SAN DIEGO [City], and is made with respect to the following facts:

- A. TDC is lessee of City property pursuant to that certain lease agreement entered into on or about August 4, 1980, and on file in the office of the City Clerk as Document No. R-252404 [the Lease].
- B. A dispute has arisen between the City and Lessee as to the interpretation of certain Lease provisions affecting the dates upon which rent increases provided in section III.A., Rent, of the Lease are effective, and as to the adequacy of the rent paid to date [the Rent Adjustment Date Dispute].
- C. The undersigned parties desire to resolve and settle the Rent Adjustment Date Dispute and want to set clear dates upon which rent adjustments (if any adjustment is required) are to occur; specifically the parties intend to do so on the terms and conditions set forth below.

The parties agree as follows:

- 1. **Release.** Each party to this Agreement, on behalf of itself, and its successors, assigns, agents, directors, stockholders, partners, and representatives, fully, finally and forever releases, acquits, and discharges the other party, and all other elected and administrative officers of the party from all claims and demands, rights, and causes of action of any kind the undersigned now has or hereafter may have on account of or in any way growing out of damages or injuries known or unknown at the present time resulting or to result from the Rent Adjustment Date Dispute, only.
- 2. **Waiver of Statutory Rights.** In connection with the above release, each waives all rights which may exist under California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

It is understood and agreed that the release provision in section 1 above is a full and final release of all liability, claims, demands, actions, causes of action, and rights of every nature and kind whatsoever and that it extinguishes claims that are known, unknown, foreseen, or unforeseen related to the Rent Adjustment Date Dispute. Each party understands and acknowledges the significance and consequence of this specific waiver of section 1542 and assumes full responsibility for any injuries, damages, losses, or liability that it may hereafter incur.

3. **Terms of Settlement.**

- a. City will waive rent of \$69,742 due under the Lease for the period September 1, 1990, to August 31, 2001, and the City acknowledges that no additional rent is owed by TDC under the Lease for any time prior to August 31, 2001.
- b. The parties acknowledge and agree that the monthly rent effective September 1, 2001, is \$4,248.
- c. Lessee shall pay to City upon full execution of this Agreement by the parties the rent payment differential accrued from September 1, 2001, at the rate of \$770.05 per month for a total accrued rent differential of \$25,411.65 as of May 31, 2004.
- d. City acknowledges that no other rent is unpaid from September 1, 2001 through May 2004. Future rental adjustments, if any, under the Lease, shall be effective as of the dates set forth in the chart attached as Exhibit "A."

4. **Further Assurance.** Each of the parties shall execute all documents and do all acts necessary, convenient, or desirable, in the reasonable opinion of any party, to effect the provisions of this Agreement.

5. **Complete Terms of Settlement Contained in this Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties with respect to the Rent Adjustment Date Dispute, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or unwritten about the Rent Adjustment Date Dispute. Each of the parties acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, whether expressed, implied, or statutory, not contained herein concerning the subject matter of the Agreement, to induce the parties to execute the Agreement, and acknowledges that it has not executed this release in reliance on any such promise, representation, or warranty not contained herein. This Agreement may be modified or amended only by a writing signed by all parties to this Agreement which specifically states that it is an amendment to this Agreement.

6. **Successors.** The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of, the successors, assignees, transferees, grantees, and indemnitees of each of the parties.

7. **Independent Counsel.** Each of the parties to this Agreement acknowledges and represents that it has been represented by independent counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and that it has freely and voluntarily executed this Agreement with the consent and upon the advice of counsel. Each of the parties to this Agreement further represents that it has read this Agreement and has had the terms used herein and the consequences thereof explained by counsel.

8. **Agreement Not Admission Of Liability.** It is expressly understood, acknowledged, and agreed to by the parties that by reason of entering into this Agreement, no party admits, expressly or impliedly, any fact or liability of any type with respect to any matter, whether or not referred to herein, or the sufficiency of any claims, allegations, assertions, or positions of any party. No party has made any such admissions, and this Agreement is entered into solely by way of compromise and settlement only.
9. **California Law.** This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced, and governed by the laws of the State of California.
10. **Attorney's Fees.** In the event litigation is commenced to interpret or enforce any of the provisions of this Agreement, to recover damages for the breach of any of the provisions of this Agreement, or to obtain declaratory relief in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs in addition to any other relief granted.
11. **Settlement Expenses.** Each party hereto shall bear the cost of its own attorney's fees and costs in connection with the negotiation of this settlement related to certain aspects of the Lease, and in connection with the preparation of this Agreement.

This Agreement is executed by the parties on the date below, at San Diego, California.

DATED: 6/9, 2004

TUSCH DERBONNE COMPANY

By: Don R. Tusch

Name: _____

Title: _____

DATED: 6/18, 2004

THE CITY OF SAN DIEGO

By: Jack D. Farris

Name: Jack D. Farris

Title: Deputy Director, REA

APPROVED AS TO FORM AND LEGALITY
this 28th day of June, 2004.

CASEY GWINN, CITY ATTORNEY

By: Prescilla Dugard
Prescilla Dugard
Deputy City Attorney

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Exhibit "A"

Consumer Price Index (CPI) and Market Value Adjustments Schedule
2004 through 2034

<u>Date</u>	<u>Adjustment</u>
9/1/2004	Sixth CPI
9/1/2009	Seventh CPI
9/1/2010	Third Market Value
9/1/2014	Eighth CPI
9/1/2019	Ninth CPI
9/1/2020	Fourth Market Value
9/1/2024	Tenth CPI
9/1/2029	Eleventh CPI
9/1/2030	Fifth Market Value
9/1/2034	Twelfth CPI

copy
~~ORIGINAL~~

SITE NAME Seaworld SITE NUMBER CA 1134
ROOFTOP AND INTERIOR SPACE LEASE AGREEMENT

This Rooftop and Interior Space Lease Agreement ("Agreement") is made and entered into as of August 23, 1996, between Lessor and Lessee.

A. The City of San Diego, a municipal corporation ("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, Betty Derbonne Mooers, Trustee of the Betty Derbonne Mooers Trust dated August 11, 1995 (living revocable trust) and Don R. Tusch, dba Tusch-Derbonne Company, entered into a lease with Master Lessor dated August 4, 1980 ("Master Lease") in which Lessor leased the Property from Master Lessor and constructed an office 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 from Lessor. The Premises are depicted in Exhibit "B" attached hereto and made a part hereof by this reference.

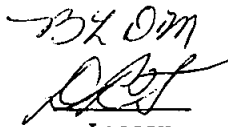
For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

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 3940 Hancock Street, San Diego, CA 92110, 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: Betty L. Derbonne Mooers, Trustee of the Betty Derbonne Mooers Trust dated August 11, 1995 and Don R. Tusch, dba Tusch-Derbonne Company



Lessor



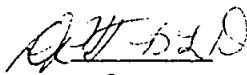
Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

- (d) Lessor's Address: 3940 Hancock Street, Suite 202, San Diego, CA 92110
Telephone: (619) 225-1254
- (e) Lessor's Rent Payee: Tusch-Derbonne Company
Address: 3940 Hancock Street, Suite 202, San Diego, CA 92110
Tax ID #95-3837548
Telephone: (619) 225-1254
- (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 Master Lessor's consent to this Lease and the executed Recognition Agreement described in Paragraph 2.09 below and (ii) August 15, 1996, provided that this date shall be extended until Sublessor receives Master Lessor's consent to this Lease and the executed Recognition Agreement 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 (5) years.
- (k) Rent: Five Hundred and 00/100 Dollars (\$500.00) per month.
- (l) Renewal Terms: Five (5) consecutive periods of five (5) years each, beginning on the Expiration Date.

ARTICLE 2.

TERM; ENTRY; RENT; USE


Lessor

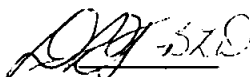

Lessee

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) 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 or overhead utility lines directly or in such a manner as may be reasonably necessary from the utility source to the communications equipment, the plans for which shall be approved by Lessor, such approval not to be unreasonably withheld, delayed or denied. 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.

2.02 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 to at least the period of time provided for under Lease, including options. 1
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(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"


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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.

(a) Rental Adjustment. The initial monthly rent ("Rent") of Five Hundred and 00/100 Dollars (\$500.00) shall be subject to adjustment on the first anniversary of the Commencement Date and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than six percent (6%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the 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 (l) and, at the end of the fifth (5th) Renewal Term, for an additional period of one year, and for annual periods thereafter.

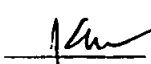
Notice of the exercise of the right to extend the Term shall be given by Lessee to Lessor at least six (6) months before the end of the Term or Renewal Term, as applicable.

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. The initial monthly Rent, as it may have been adjusted pursuant to Paragraph 2.03 above, shall be subject to adjustment on the first day of the first



Lessor



Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

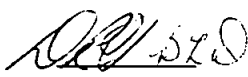
Renewal Term and each year thereafter ("Adjustment Date") as follows: the base for computing the adjustment shall be the Consumer Price Index Los Angeles-Anaheim-Riverside, All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Commencement Date of the Term ("Beginning Index"). Two (2) months prior to the Adjustment Date, Lessor shall determine the adjustment and notify Lessee. The Index published most immediately preceding the two (2) months prior to the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Base Index, the minimum monthly Rent for the following year (until the next Rent adjustment) shall be set by multiplying the Rent set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. In no case shall the monthly Rent for a given year be increased more than six percent (6%) above the monthly Rent for the preceding year and in no case shall the monthly Rent for a given year be less than the monthly Rent in the preceding year.

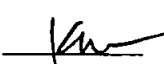
2.06 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility"). The Facility shall consist of the Antenna Site which shall contain a roof mounted antenna system and Interior Space, including 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'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. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition.

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


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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 per the terms set forth in Paragraph 2.08 below. 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. Lessor agrees that Lessor will 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) only after meeting the following requirements:

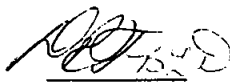
(1) Lessor shall require each communication provider at the Property to adhere to the same technical standards so that there is no electrical interference and to locate its antennas and equipment so that there is no physical interference with Lessee's communications use.

(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 antenna structure shall be erected a distance of not less than twenty (20) feet vertically and horizontally from Lessee's antenna structure;

(4) 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

(5) 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.



Lessor



Lessee

If Lessee deems, in its sole 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. Lessee and Lessor agree that if Lessee wishes to terminate this Agreement for any of the reasons described in this Section 2.08, as soon as reasonably possible after delivery of Lessee's notice of termination, Lessee and Lessor shall each use their best efforts to find a replacement tenant for the Premises. Lessee agrees to pay rent on a monthly basis after the twelve (12) month written notice period until a replacement tenant is paying rent. Lessee's obligation to pay rent shall ease on the earlier of (i) the date a replacement tenant is paying rent, or (ii) the end of the term of the Lease as it may have been previously extended.

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. 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. In addition, Sublessor shall obtain an executed Recognition and Attornment Agreement in the form attached to this Lease as Exhibit "D". If Sublessor has not received the executed Recognition Agreement prior to September 1, 1996, this Lease shall be deemed canceled, and neither party shall have any liabilities or obligations to the other party arising after the cancellation date.


Lessor


Lessee

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 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 such policy, furnish to Lessor certificates of insurance listing 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


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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.

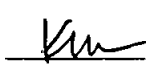
3.04 Waiver of Subrogation. Lessor and Lessee, from time to time, will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Building or the Premises or the contents of either. If such waiver of subrogation 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. 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 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 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


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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 in turn agrees 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.

MASTER
LESSOR
ALSO

ARTICLE 4.

COMPLIANCE WITH LAWS; ENVIRONMENTAL MATTERS; DEFAULTS

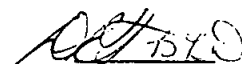
4.01 Lessor Compliance. Lessor represents and warrants that, to the best of Lessor's knowledge as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental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

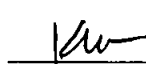
4.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy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

4.03 Environmental Matters.

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

(1) To the best of Lessor's knowledge, Lessor has obtained


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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:

"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,


Lessor


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SITE NAME Seaworld SITE NUMBER CA 1134

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.

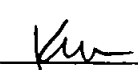
If during the Initial Term or any Renewal Term it is determined that the Premises, the Access Easement, the Utility Easement or Lessor's Property in which the Premises, the Access Easement or the Utility Easement form a part is contaminated with Hazardous Substances, Lessee shall have the right, in addition 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 until five (5) 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. Notwithstanding the foregoing, Lessor shall be entitled to receive damages for the period of time commencing on the date any monetary obligation was due, i.e. there is no grace period for the calculation of damages for payment of money under the Lease.

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


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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.

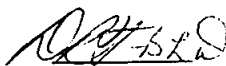
ARTICLE 5.

MISCELLANEOUS

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


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

5.03 Assignment. Lessee may not assign, transfer, sublet all or any part of the Leased Premises without the prior consent of the Lessor, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, Lessee shall have the right to assign and sublet the Leased Premises without the prior consent of the Lessor to any entity which controls, is controlled by, or is under common control with Lessee; or to any entity resulting from the merger or consolidation with Lessee; or to any partnership in which Lessee, the general partner of Lessee, or any entity which controls, is controlled by, or is under common control with the Lessee as the general partner; or to any person or entity which acquires substantially all of Lessee's assets, provided that such assignee assumes in full all of Lessee's obligations under this Lease.

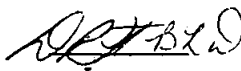
5.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, 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.

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


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

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.

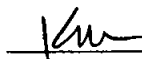
5.10 Recording. Lessor shall execute and Lessee shall be permitted to record at any time a memorandum of this Agreement in the form attached hereto as Exhibit "C". If the Lease is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from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

5.12 Non-Disclosure. Lessor covenants not to disclose or otherwise disseminate the terms of this Lease to any third party without the prior written consent of Lessee; provided, however, Lessor may disclose terms, as appropriate, to Lessor's attorney, accountant, lender or potential buyer.

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.


Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

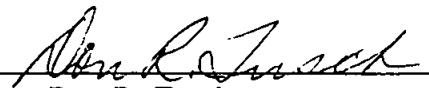
5.14 Deposit. Lessee shall deposit the amount of One Thousand and 00/100 Dollars (\$1,000.00) with Lessor at the time Lessee executes this Agreement, which deposit shall be credited toward rental payments due under the Lease commencing with the first payment due. If the City of San Diego does not approve the sublease as required in Section 2.09 of this Agreement, Lessor shall be entitled to retain Five Hundred and 00/100 Dollars (\$500.00) of the deposit as consideration for entering into this Lease.

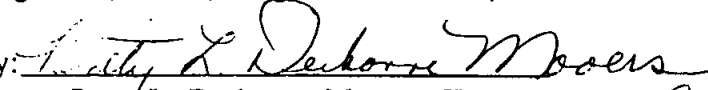
IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR:

Name: Tusch-Derbonne Company

The Betty Derbonne Mooers Trust, dated
August 11, 1995 (living revocable trust)

By: 
Don R. Tusch

By: 
Betty L. Derbonne Mooers, Trustee TR

Its: _____

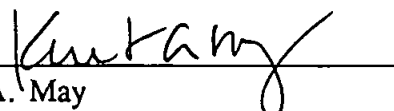
95-3837548

SS# or Taxpayer ID#

Date: 8/23/96

LESSEE:

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


Kurt A. May

Its: Area President

Date: 8/29/96

Lessor


Lessee

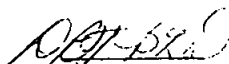
SITE NAME Seaworld SITE NUMBER CA 1134

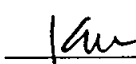
EXHIBIT A

Legal Description of Property

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

THAT PORTION OF PUEBLO LOT 259, AS SAID PUEBLO LOT AS SHOWN ON THE MAP OF THE PUEBLO LANDS OF SAN DIEGO MADE BY JAMES PASCOE IN 1870, IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID PASCOE'S MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS MISCELLANEOUS MAP NO. 36, WHICH LIES NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HANCOCK STREET, NORTHERLY OF THE NORTHERLY LINE OF CHANNEL WAY AS DESCRIBED UNDER PARCELS 1 AND 3, RESPECTIVELY, IN RESOLUTION NO. 197563 ON JULY 24, 1969 BY THE COUNCIL OF THE CITY OF SAN DIEGO, RECORDED JULY 30, 1969 AS FILE NO. 137836 AND WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF 11-SD-109, HIGHWAY 109 AS DESCRIBED UNDER PARCEL 2 IN DEED TO STATE OF CALIFORNIA, RECORDED MARCH 26, 1968 AS FILE NO. 49552 OF OFFICIAL RECORDS.

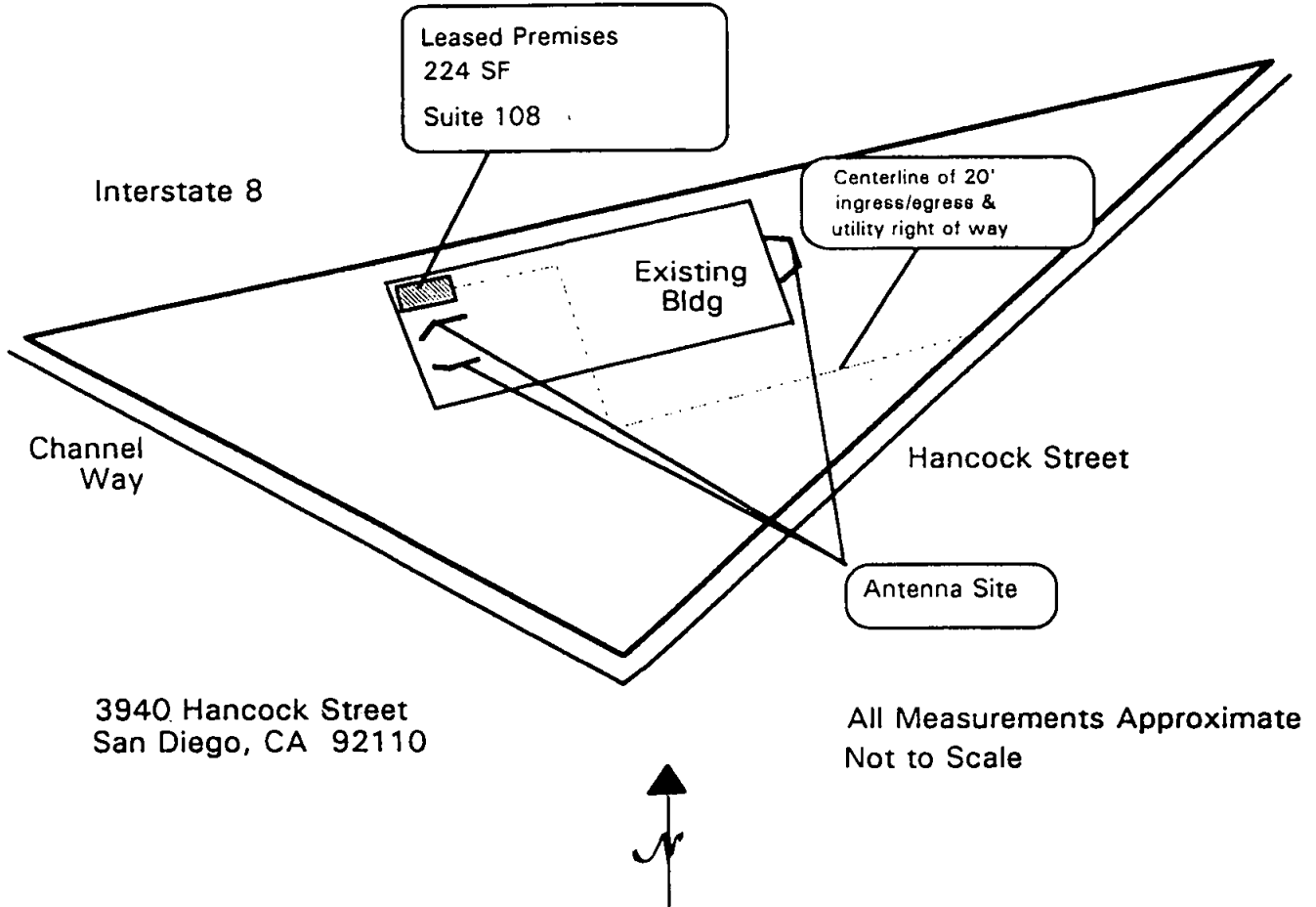

Lessor


Lessee

SITE NAME Seaworld SITE NUMBER CA 1134

EXHIBIT B

Depiction of Premises



[Signature]
Lessor

[Signature]
Lessee

EXHIBIT C

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)

[SEAWORLD CA 1134]

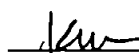
THE ABOVE SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated this ____ day of _____, 1996, by and between Betty L. Derbonne and Don R. Tusch dba Tusch-Derbonne Company ("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 five (5) 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

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 forth above.

LESSOR:

LESSEE:

TUSCH-DERBONNE COMPANY

GTE MOBILNET OF SAN DIEGO

INCORPORATED, a Delaware corporation

By: Betty L. Derbonne
Betty L. Derbonne

By: [Signature]

By: Don R. Tusch
Don R. Tusch

Its: Vice President

Its: _____

EXHIBIT "D"

RECORDING REQUESTED BY,)
AND WHEN RECORDED MAIL TO:)
)
GTE MOBILNET OF SAN DIEGO)
INCORPORATED)
7480 CONVOY COURT)
SAN DIEGO, CA 92111)

RECOGNITION AND NON DISTURBANCE AGREEMENT

This Recognition and Non disturbance ("Agreement") is dated as of _____
and is made between The City of San Diego, a municipal corporation ("Master Lessor") and GTE
MOBILNET OF SAN DIEGO INCORPORATED, a Delaware corporation ("Sublessee").

WHEREAS, Master Lessor is the owner in fee simple of certain property (the "Property") located
at 3940 Hancock Street, San Diego, CA 92110 upon which certain premises (the "Premises") described
on Exhibits "A" attached hereto are located.

WHEREAS, Master Lessor has leased the Premises to Betty L. Derbonne and Don R. Tusch dba
Tusch-Derbonne Company ("Sublessor") pursuant to a Master Lease dated August 4, 1980 (the "Master
Lease"). The Master Lease expires on August 3, 2035, with no additional year options.

WHEREAS, Sublessor desires to enter into a Rooftop and Interior Space Lease dated _____
_____ (the "Sublease") with Sublessee for a portion of the premises as described in the Sublease.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is
hereby acknowledged, and the covenants contained herein, the parties agree as follows:

1. Master Lessor agrees to recognize the Sublease and Sublessee's right to peaceful
possession during the term of the Sublease. In the event of a default of the Master Lease, Master Lessor
agrees not to disturb Lessee or Lessee's permitted assigns' peaceful possession of the Premises during the
term of the Sublease or any renewal or extension thereof as long as there is not in existence a default,
beyond the applicable cure period, on the part of Sublessee or its assigns which would permit Master
Lessor to terminate the Sublease. Subject to the Master Lessor's agreement not to disturb Sublessee's
tenancy as described in this Paragraph 1, Sublessee hereby agrees to attorn to Master Lessor or to any
successor of Master Lessor.

2. Master Lessor agrees that if the Master Lease terminates prior to the term of the
Sublease, Master Lessor will assume the Sublease as a direct lease between master Lessor and Sublessee.

3. Sublessee's agreement to attorn shall be effective and self-operative without the
execution of any further instruments of the part of any party to this Agreement, including, but not limited
to, execution of a new lease by Sublessee on the same terms and conditions as the Sublease. Master
Lessor's agreement to assume the Sublease shall be effective and self-operative without the execution of
any further instruments on the part of any party to this Agreement, and the parties may rely on this
Agreement as evidence of Master Lessor's agreement to assume the Sublease; provided, however, that on
the request of either Master Lessor or Sublessee, the other party will execute a new lease on the same
terms and conditions of the Sublease.

4. This Agreement shall run with the land and inure to the benefit of and be binding upon
the parties hereto and their respective successors in interest.

EXHIBIT "D"

5. All notices and other communications provided for in this Agreement shall be in writing and shall be given by hand or sent by registered or certified mail, postage prepaid, addressed as follows:

To Master Lessor: City of San Diego

Attn: City Manager

To Sublessee: GTE Mobilnet of San Diego Incorporated
7480 Convoy Court
San Diego, CA 92111
Attn: Real Estate Manager

6. This Agreement 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 Agreement 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 Agreement as of the date and year first above written.

MASTER LESSOR:

CITY OF SAN DIEGO, a municipal corporation

By: _____

By: _____

SUBLESSEE:

GTE MOBILNET OF SAN DIEGO INCORPORATED,
a Delaware corporation

By: Kurt A. May
Kurt A. May

Its: Area President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On August 23, 1996 before me, Jeannine M. Wittmayer, a Notary Public
in and for said County and State, personally appeared
Don F. Tusch, and Betty L. Derbonne Mooers, Trustees 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.

Jeannine M. Wittmayer
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

[seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

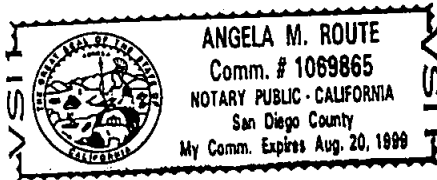
State of California

County of San Diego

On August 30, 1996 before me, Angela M. Route, Notary Public

personally appeared Kurt A. May

☒ 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.

Angela M. Route
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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)
)

[SEAWORLD CA 1134]

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated this 23rd day of August, 1996, by and between Betty L. Derbonne Mooers, Trustee of the Betty Derbonne Mooers Trust dated August 11, 1995 (living revocable trust) and Don R. Tusch, dba Tusch-Derbonne Company ("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 8/23/96 ("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 five (5) 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.

ORIGINAL

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 forth above.

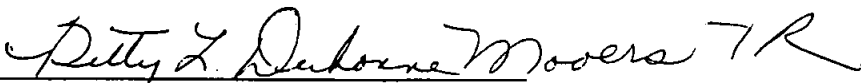
LESSOR:

TUSCH-DERBONNE COMPANY

By: 
Don R. Tusch

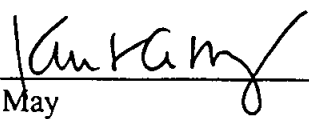
Its: _____

THE BETTY DERBONNE MOOERS
TRUST, dated August 11, 1995 (living
revocable trust)

By: 
Betty L. Derbonne Mooers, Trustee

LESSEE:

GTE MOBILNET OF SAN DIEGO
INCORPORATED, a Delaware corporation

By: 
Kurt A. May

Its: Area President

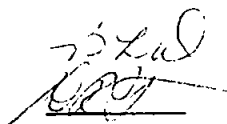
SITE NAME Seaworld SITE NUMBER CA 1134

EXHIBIT A

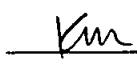
Legal Description of Property

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

THAT PORTION OF PUEBLO LOT 259, AS SAID PUEBLO LOT AS SHOWN ON THE MAP OF THE PUEBLO LANDS OF SAN DIEGO MADE BY JAMES PASCOE IN 1870, IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID PASCOE'S MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS MISCELLANEOUS MAP NO. 36, WHICH LIES NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HANCOCK STREET, NORTHERLY OF THE NORTHERLY LINE OF CHANNEL WAY AS DESCRIBED UNDER PARCELS 1 AND 3, RESPECTIVELY, IN RESOLUTION NO. 197563 ON JULY 24, 1969 BY THE COUNCIL OF THE CITY OF SAN DIEGO, RECORDED JULY 30, 1969 AS FILE NO. 137836 AND WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF 11-SD-109, HIGHWAY 109 AS DESCRIBED UNDER PARCEL 2 IN DEED TO STATE OF CALIFORNIA, RECORDED MARCH 26, 1968 AS FILE NO. 49552 OF OFFICIAL RECORDS:



Lessor



Lessee

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On August 23, 1996 before me, Jeannine M. Wittmayer, a Notary Public in and for said County and State, personally appeared Don P. Tusch and Betty L. Derbonne Mooers, Trustee, 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.

Jonine M. Kettmayer
Notary Public in and for Said State



[seal]

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

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

[seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On August 30, 1996 before me, Angela M. Route, Notary Public,
Date Name and 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 official seal.

Angela M. Route
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

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