

CITY OF SAN DIEGO

CONSENT TO SUBLEASE AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of 12-7, 2016 (the "Effective Date"), as follows:

RECITALS

A. CITY, as lessor, and SAN DIEGO ENTERTAINMENT, INC., a California corporation, as lessee, are parties to that certain THE SAN DIEGO SPORTS ARENA OPERATING SUBLEASE dated August 6, 1971, as amended by certain five (5) amendments (collectively "Master Agreement") for the land located at 3500 Sports Arena Boulevard in the City of San Diego, State of California, commonly known as the "Sports Arena".

B. The Master Agreement was made a direct lease between CITY and San Diego Entertainment, Inc., as a result of that certain Second Amendment to Operating Sublease dated March 29, 1993.

C. San Diego Entertainment, Inc., as sublessor/operator, and Arena Group 2000, L.P., a California limited partnership ("AG2000"), as sublessee/sub-operator, entered into that certain Sublease Agreement ("Sublease") for the Sports Arena and other parcels dated October 12, 1993, which was consented to by CITY. AG2000 assigned all of its rights in the Sublease, and AEG Management SD, LLC, a Delaware limited liability company ("AEG"), assumed all of AG2000's obligations under the Sublease in that certain Assignment and Assumption Agreement dated September 3, 2008, which was consented to by CITY.

D. AEG and Sprint PCS Assets LLC., a Delaware limited liability company ("Sprint PCS"), have requested CITY consent to a sublease allowing Sprint PCS to maintain and operate antennas and other equipment that were attached to the exterior of the Sports Arena by Rincon Towers, to be used for the purposes of telecommunications services ("Telecommunications Sublease").

E. In accordance with California Civil Code section 1938, CITY hereby states that the Sports Arena has not been inspected by a Certified Access Specialist (CAsp).

CONSENT

1. Consent to Sublease. CITY hereby consents to the Telecommunications Sublease Agreement dated 12-7, 2016, and Exhibit "A" attached thereto between AEG as sublessor and Sprint PCS as sublessee, provided all of the following conditions are and remain true throughout the term of the Telecommunications Sublease:

- a. The Sublease is subject and subordinate to the Master Sublease, as may be amended from time to time, and this Consent;
 - b. CITY is not bound by any term or condition in the Telecommunications Sublease which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Master Agreement, including without limitation any provision which allows sublessee to extend the tenancy of the Telecommunications Sublease beyond the expiration of the Master Agreement.
 - c. Sprint PCS shall not assign or transfer the Sublease Agreement or sublet all or any portion of the Site, without the CITY's consent, which consent shall not be unreasonably withheld or delayed, provided that Sprint PCS has complied with City Charter §225.
 - d. Nothing herein shall do any of the following:
 - i. Be construed as a waiver of CITY's right to consent to any proposed sublease or assignment after the date hereof, or as a consent to any portion of the Premises being used or occupied by any other party; or
 - ii. Be deemed to be any type of obligation of CITY to San Diego Entertainment, Inc., AEG, Sprint PCS, or to any governmental agent, board, commission, or agency, with regard to any other action relating to Sprint PCS's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.
2. No Release. Nothing herein shall release San Diego Entertainment, Inc., from any of its obligations under the Master Agreement.
 3. Insurance. Sprint PCS shall deliver to CITY'S Real Estate Assets Department a current certificate of insurance for a separate endorsement naming "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as Additional Insureds in all policies. Sprint PCS shall maintain said endorsement at all times it occupies or uses any portion of the Premises. The policy required hereby shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by insurance company. Prior to each insurance renewal period, Sprint PCS shall submit to CITY a copy of the new policy of insurance.
 4. Radio Frequency Interference Compliance. Sprint PCS shall comply with all terms, conditions and procedures set forth to reduce radio frequency interference as required by Exhibit "B" attached hereto.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

By: Cybele L. Thompson 12-19-16
Director, Real Estate Assets

By: Director
Title: Director
Date: 12-7-16

By: Michael J. [Signature]
Title: Director
Date: 12-7-16

By: 
Name: Alyssa M. Muto
Title: Deputy Director, Environment and Policy Analysis,
Planning Department

BY: Melissa Ables
Name: Melissa Ables
Title: Deputy City Attorney

Exhibit B: Interference Protection Requirements

Exhibit A:

Sublease Agreement

SUBLEASE SITE AGREEMENT

Site Name: Sports Arena

Site ID #: SD34XC674

This Sublease Site Agreement ("Sublease Agreement") is entered into as of December , 2016 by Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Sprint PCS" also known as "Sublessee") and AEG Management San Diego, LLC., a Delaware limited liability company ("Sublessor"). Sublessor acknowledges receiving sufficient consideration for entering into this Sublease Agreement.

1. Premises and Use. Sublessor leases the property described on Exhibit A attached ("Sublessor's Property"). Sublessor leases to Sprint PCS the site (consisting of a portion of Sublessor's Property) described below [*Check all appropriate boxes*]:

- ☐ Land consisting of approximately square feet for construction of:
 - ☐ shelters and/or base station equipment and
 - ☐ antenna support structure;
- ☐ Building interior space consisting of approximately square feet for placement of shelters and/or base station equipment;
- ☒ Building exterior space consisting of approximately 300 square feet for placement of shelters and/or base station equipment;
- ☒ Building exterior space for attachment of antennas;
- ☐ Tower space between the foot and foot level on the tower for attachment of antennas;

generally in the location(s) shown on Exhibit B attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all existing non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Sprint PCS (the "Site"). The Site may be used by Sprint PCS (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint PCS's personal property and are not fixtures. Any visual or textual representation of the Facilities on Exhibit B is illustrative only, and does not limit the rights of Sprint PCS as provided for in this Sublease Agreement. Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Sublessor's other tenants, if any. Sprint PCS will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. Term. This Sublease Agreement becomes effective on the date that both Sublessor and Sprint PCS have executed this Sublease Agreement ("Effective Date"). Sprint PCS's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Sprint PCS's lease and tenancy, if any, (the "Term") is 5 years, commencing on the "Term Commencement Date" which is defined as May 8, 2016. The Term will be shall be consistent with the Sublessor Operating Agreement (also known as "Master Lease") which expires on May 31 2020.,

3. Rent. Starting on the date that is 30 days after the start of the Term Commencement Date and on the first day of every month thereafter, Sprint PCS will pay rent in advance in equal monthly installments of Three Thousand Five Hundred and no/100ths (\$3,500.00). Thereafter, the rent will be increased annually by three percent (3%) of the then current rent. Sublessor acknowledges that the City of San Diego requires Fifty Percent (50%) of rental proceeds received for the City of San Diego Consent to Sublease. It shall be the responsibility of Sublessor to pay the City of San Diego all applicable revenues and fees when they become due and payable.

Rent for any partial months will be prorated based upon a 30-day month. Notwithstanding anything contained in this Section, Sprint PCS's obligation to pay rent is contingent upon Sprint PCS's receipt of an IRS approved W-9 form setting forth the tax identification number of Sublessor or of the person or entity to whom rent checks are to be made payable as directed in writing by Sublessor. Rent will be sent to the address shown underneath Sublessor's signature.

4. Title and Quiet Possession. Sublessor represents and warrants to Sprint PCS and further agrees that: (a) it is the Sublessor of Sublessor's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Sprint PCS is permitted to use; (c) it has the right to enter into this Sublease Agreement; (d) the person signing this Sublease Agreement has the authority to sign; (e) Sprint PCS is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Sprint PCS is not in default beyond the

expiration of any notice or cure period; and (f) Sublessor will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Sprint PCS will not assign or transfer this Sublease Agreement or sublet all or any portion of the Site without the prior written consent of Sublessor and the City of San Diego, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Sprint shall have the right to sublease or assign its rights under this Sublease Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Sprint PCS.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Sprint PCS are to be sent to: Sprint PCS Property Services, Mailstop KSOPHT0101-22650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Sprint PCS Law Department, Mailstop KSOPHT0101-22020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Sprint Regional Site Development/San Diego, Mailstop CASDGG0101 - 1026, 9191 Towne Centre Drive, Suite 150, San Diego, CA 92122, Attn.: Site Development Manager. Notices to Sublessor must be sent to the address shown underneath Sublessor's signature.

7. Improvements. Sprint PCS with the City of San Diego's consent may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Such consent shall not be unreasonably withheld, conditioned or delayed. Sublessor agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Prior to commencement of construction on the Site, Sprint must request Sublessor's approval of Site improvement construction drawings that are consistent with Exhibit B. Sublessor's approval shall not be unreasonably withheld, conditioned, or delayed. Upon termination or expiration of this Sublease Agreement, Sprint PCS will remove the above-ground Facilities, and will remove any foundation down to two feet below grade level.

8. Compliance with Laws. Sublessor represents and warrants to Sprint PCS that Sublessor's Property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint PCS will resolve technical interference problems that the Facilities might cause (i) with other equipment located at the Site on the Effective Date, or (ii) when Sprint PCS desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Likewise, Sublessor will not permit or suffer the installation of any equipment on Sublessor's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

10. Utilities. Sublessor represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS's intended use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Sublessor and City of San Diego has granted to Sprint PCS and the local utility companies (as appropriate) a right of access and license to use reasonably required by Sprint PCS or the utility companies in order to provide utility service required by Sprint PCS for its intended use of the Site throughout the initial Term and each Renewal Term, and Sublessor will execute, at no cost to Sprint PCS or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Sublessor's Property adjacent to the Site

11. Termination. Notwithstanding any provision contained in this Sublease Agreement to the contrary, Sprint PCS may, in Sprint PCS's sole and absolute discretion and at any time and for any or no reason, terminate this Sublease Agreement without further liability by delivering prior written notice to Sublessor.

Site Name: sh

12. Default. If either party is in default under this Sublease Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Sublease Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Sublease Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, Sublessor and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Sublease Agreement.

14. Hazardous Substances. Sublessor represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on or affecting Sublessor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Sublease Agreement to the contrary, Sublessor will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Sublessor's Property. Sublessor agrees to indemnify, defend and hold harmless Sprint PCS from any and all Claims relating to any Hazardous Substance present on or affecting Sublessor's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Sprint PCS. Sprint PCS will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Sprint PCS will indemnify, defend and hold harmless Sublessor from and against all Claims arising out of Sprint PCS's breach of this sentence. Sublessor will not introduce or use any Hazardous Substance on Sublessor's Property in violation of any applicable law, and Sublessor will indemnify, defend and hold harmless Sprint PCS from and against all Claims arising out of Sublessor's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Sublease Agreement.

15. Subordination and Non-Disturbance. This Sublease Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Sublease Agreement is fully executed, however, Sublessor will obtain a non-disturbance Sublease Agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will pay Sublessor any increase in Sublessor's real property taxes that is directly and solely attributable to improvements to the Site made by Sprint PCS. Sublessor must pay prior to delinquency, all property taxes and assessments attributable to Sublessor's Property. Within 60 days after receipt of evidence of Sublessor's payment and a completed Tax Increase Worksheet in the form of Exhibit C attached, Sprint PCS will pay to Sublessor any increase in Sublessor's real property taxes which Sublessor demonstrates, to Sprint PCS's satisfaction, is directly and solely attributable to any improvements to the Site made by Sprint PCS.

17. Insurance. During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will make the other party an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator ("URL") link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.

Site ID #: SD34XC674

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Sublessor, its agents, contractors or employees, Sublessor will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Sublessor will maintain and repair all other portions of Sublessor's Property in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Sublease Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Sublease Agreement; (b) this Sublease Agreement is governed by the laws of the state in which the Site is located; (c) Sublessor agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Sublease Agreement in the form of Exhibit C, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Sublease Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Sublease Agreement (including the Exhibits and Riders) constitutes the entire Sublease Agreement between the parties and supersedes all prior written and verbal Sublease Agreements, representations, promises or understandings between the parties. Any amendments to this Sublease Agreement must be in writing and executed by both parties; (f) if any provision of this Sublease Agreement is invalid or unenforceable with respect to any party, the remainder of this Sublease Agreement or the application of the provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Sublease Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Sublease Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Assignment or Transfer to Third Parties. Sprint PCS hereby reserves the right to approve any third party assignment or transfer initiated by the Sublessor which would allow the Sublessor to either transfer, and/or engage a third party manager or telecommunication tower/rooftop companies, the right to acquire the Sublease Agreement in whole or in part; to negotiate the Sublease Agreement; or require Sprint PCS to pay additional fees for such services as may be applicable under any third party processing. Sublessor shall notify Sprint PCS prior to executing any Third Party Sub-Sublease Agreement and shall seek consent from Sprint PCS, which consent shall not be unreasonably withheld.

21. Non-Binding Until Fully Executed. This Sublease Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Sublease Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Sublease Agreement: Exhibits A, B, and C and D-Consent to Sublease Agreement.

SIGNATURES ON FOLLOWING PAGE

Site Name: sh

Site ID #: SD34XC674

SUBLESSOR:

AEG Management San Diego LLC, a Delaware
limited liability company

By: Michelle Yeager
Name: Michelle Yeager
Title: Director of Finance
Date: 12-7-16

SPRINT PCS:

Sprint PCS Assets
a Delaware limited liability company

By: [Signature]
Name: Paul Jones - Sprint
Title: SITE DEVELOPMENT MANAGER
Date: 12.12.16

Email address: MLYeager@SanDiegoArena.com
Contact Phone Number: 619 308 4301

By: _____
Name: _____
Title: _____
Date: _____

Notice Address:

Attach Exhibit A - Legal Description of Sublessor's Property
Attach Exhibit B - Site Plan
Attach Exhibit C - Memorandum of Sublease Agreement Form
Attach Exhibit D- Consent to Sublease Site Agreement

Site Name: _____

Site ID #: _____

EXHIBIT A TO SUBLEASE SITE AGREEMENT

Legal Description of Sublessor's Property

The Site is situated in the City of San Diego, County of San Diego, State of California, commonly described as the San Diego Sports Arena, 3500 Sports Arena Boulevard, and is more particularly described as follows:

Legal Description:

Parcel 1:

Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court, Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwestern line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North 53°27'44" West along the Northeasterly line of said Lot "A", a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South 36°33'41" West along the Northwestern line of said Lot "A", a distance of 74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North 53°27'19" West, 233.43 feet to a point in the Northwestern line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet; North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet to said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2:

Those portions of Pueblo Lots 241, 242 and 311 of The Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

Site Name: _____

Site ID #: _____

**EXHIBIT B
TO SUBLEASE SITE AGREEMENT**

Site Plan

The Site is described as follows:

Note: Sublessor and Sprint PCS may, at Sprint PCS's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Sprint PCS as provided for in the Sublease Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Sublessor's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Sprint PCS and/or the servicing utility company in compliance with local laws and regulations.

EXHIBIT B

SITE PLAN

Sprint



SPORTS ARENA

SD34XC674
ROOFTOP

3500 SPORTS ARENA BLVD, SAN DIEGO, CA 92110

LATITUDE: N 32° 45' 19.178" (NAD 83)
LONGITUDE: W 117° 12' 41.341" (NAD 83)

Sprint



Mitchell J. Architecture, Inc.
4801 BOWEN COURT, SUITE 100
SAN DIEGO, CA 92111
619.440.3300 / 619.440.3301 FAX

PROJECT INFORMATION
NETWORK VISION 2.5 PHASE 2
SAN DIEGO MARKET
SPORTS ARENA
3500 SPORTS ARENA BLVD, SAN DIEGO, CALIFORNIA 92110

DATE: 09-16-2015

100% 2D ISSUE

REVISIONS		
NO.	DATE	REVISION
0	09-16-15	ISSUE FOR ISSUE
1	10-01-15	ISSUE FOR ISSUE



TITLE SHEET

SHEET NUMBER: **T-1**
REVISION: **1**

SHEET	DESCRIPTION
1-1	FILE SHEET
A-1	USE PLAN
A-1.1	CONCRETE FLOOR PLAN
A-1.2	EXTERIOR ELEVATIONS
A-1.3	EXTERIOR ELEVATIONS
A-1.4	EXTERIOR ELEVATIONS
A-1.5	EXTERIOR ELEVATIONS
A-1.6	EXTERIOR ELEVATIONS
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A-1.57	EXTERIOR ELEVATIONS
A-1.58	EXTERIOR ELEVATIONS
A-1.59	EXTERIOR ELEVATIONS
A-1.60	EXTERIOR ELEVATIONS
A-1.61	EXTERIOR ELEVATIONS
A-1.62	EXTERIOR ELEVATIONS
A-1.63	EXTERIOR ELEVATIONS
A-1.64	EXTERIOR ELEVATIONS
A-1.65	EXTERIOR ELEVATIONS
A-1.66	EXTERIOR ELEVATIONS
A-1.67	EXTERIOR ELEVATIONS
A-1.68	EXTERIOR ELEVATIONS
A-1.69	EXTERIOR ELEVATIONS
A-1.70	EXTERIOR ELEVATIONS
A-1.71	EXTERIOR ELEVATIONS
A-1.72	EXTERIOR ELEVATIONS
A-1.73	EXTERIOR ELEVATIONS
A-1.74	EXTERIOR ELEVATIONS
A-1.75	EXTERIOR ELEVATIONS
A-1.76	EXTERIOR ELEVATIONS
A-1.77	EXTERIOR ELEVATIONS
A-1.78	EXTERIOR ELEVATIONS
A-1.79	EXTERIOR ELEVATIONS
A-1.80	EXTERIOR ELEVATIONS
A-1.81	EXTERIOR ELEVATIONS
A-1.82	EXTERIOR ELEVATIONS
A-1.83	EXTERIOR ELEVATIONS
A-1.84	EXTERIOR ELEVATIONS
A-1.85	EXTERIOR ELEVATIONS
A-1.86	EXTERIOR ELEVATIONS
A-1.87	EXTERIOR ELEVATIONS
A-1.88	EXTERIOR ELEVATIONS
A-1.89	EXTERIOR ELEVATIONS
A-1.90	EXTERIOR ELEVATIONS
A-1.91	EXTERIOR ELEVATIONS
A-1.92	EXTERIOR ELEVATIONS
A-1.93	EXTERIOR ELEVATIONS
A-1.94	EXTERIOR ELEVATIONS
A-1.95	EXTERIOR ELEVATIONS
A-1.96	EXTERIOR ELEVATIONS
A-1.97	EXTERIOR ELEVATIONS
A-1.98	EXTERIOR ELEVATIONS
A-1.99	EXTERIOR ELEVATIONS
A-1.100	EXTERIOR ELEVATIONS

SHEET INDEX

ARCHITECTS
MITCHELL J. ARCHITECTURE, INC.
4801 BOWEN COURT, SUITE 100
SAN DIEGO, CA 92111
TEL: (619) 440-3300
FAX: (619) 440-3301

CONTACT: MITCHELL J. ARCHITECTURE, INC.

APPLICABLE REPRESENTATIVE
DAVE HOGG
DAVE HOGG ARCHITECTS, INC.
10000 SAN DIEGO AVENUE, SUITE 100
SAN DIEGO, CA 92131
TEL: (619) 225-1100

APPLICABLE REPRESENTATIVE
DAVE HOGG
DAVE HOGG ARCHITECTS, INC.
10000 SAN DIEGO AVENUE, SUITE 100
SAN DIEGO, CA 92131
TEL: (619) 225-1100

CONSTRUCTION MANAGEMENT
SEYMOUR BROSIG
CONSTRUCTION MANAGEMENT, INC. - SAN DIEGO
3000 KUMAR AVENUE, SUITE 100
SAN DIEGO, CA 92108
Seymour@seymourbrosig.com

PROJECT TEAM

THE DRAWING SCALE SHOWN IN THIS SET REPRESENTS THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 11x17" OR 22x34" FORMAT. IF THIS DRAWING SET IS NOT 11x17" OR 22x34", THE SET IS NOT TO SCALE.

DRAWING SCALE

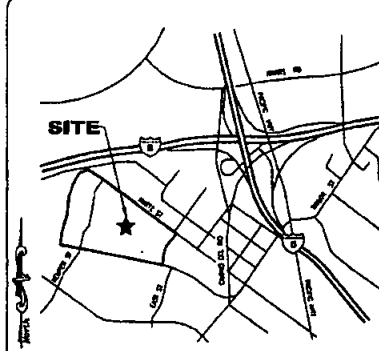
APPLICABLE CODES

SPRINT PROJECTS THAT ARE BUILT AND INSTALLED SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES: THE FOLLOWING CODES ARE APPLIED BY LOCAL GOVERNING AGENCIES. HOWEVER, IN MOST STATES IT IS THE CUSTOMERS TO VERIFY WITH THE LOCAL GOVERNING AGENCIES.

- 2014 CALIFORNIA BUILDING CODE (CBC) / 2014 INTERNATIONAL BUILDING CODE (IBC)
- 2014 CALIFORNIA ELECTRICAL CODE (CEC) / 2014 NATIONAL ELECTRICAL CODE (NEC)
- 2014 CALIFORNIA MECHANICAL CODE (CMC) / 2014 NATIONAL MECHANICAL CODE (NMC)
- 2014 CALIFORNIA PLUMBING CODE (CPC) / 2014 NATIONAL PLUMBING CODE (NPC)
- 2014 CALIFORNIA FIRE CODE (CFC) / 2014 NATIONAL FIRE CODE (NFC)
- 2014 CALIFORNIA GREEN BUILDING CONSTRUCTION CODE (CGBC)
- 2014 BUILDING CODES OFFICIAL COMMENTS

NOTES:
THIS PROJECT IS AN UNLICENSED BUILDING TELECOMMUNICATIONS FACILITY AND NOT FOR HUMAN HABITATION. UNLICENSED ACCESS EQUIPMENT AND NOT INSTALLED IN ACCORDANCE WITH THE 2014 CALIFORNIA BUILDING CODE.

APPLICABLE CODES



VICINITY MAP



PROJECT DESCRIPTION

SPRINT PROJECTS TO INSTALL AN EXISTING UNLICENSED TELECOMMUNICATIONS FACILITY AS FOLLOWS:

- 1. EXISTING SPRINT FACILITY, ADDRESS: 3500 SPORTS ARENA BLVD, SAN DIEGO, CA 92110
- 2. EXISTING SPRINT FACILITY, TOTAL OF 10 TO BE RELOCATED
- 3. PROJECTS SPRINT FACILITY ADDRESS: 3500 SPORTS ARENA BLVD, SAN DIEGO, CA 92110
- 4. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE
- 5. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP
- 6. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP
- 7. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP
- 8. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP
- 9. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP
- 10. PROJECTS SPRINT FACILITY TOTAL OF 10 TO BE RELOCATED TO PROPOSED SITE ON EXISTING BUILDING ROOFTOP

PROJECT DESCRIPTION

APPROVAL	SIGNATURE	DATE
PROJECT MANAGER		
CONSTRUCTION MANAGER		
RF ENGINEER		
SITE ACQUISITION		
PLANNING CONSULTANT		
PROPERTY OWNER		
SPRINT REPRESENTATIVE		

SIGNATURE BLOCK

DRIVING DIRECTIONS

FROM SAN DIEGO INTERNATIONAL AIRPORT, CA.

1. TAKE SAN DIEGO HIGHWAY 56 SOUTH TO SAN DIEGO AVENUE
2. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
3. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
4. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
5. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
6. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
7. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
8. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
9. SAN DIEGO AVENUE TO SAN DIEGO AVENUE
10. SAN DIEGO AVENUE TO SAN DIEGO AVENUE

ARRIVE AT DESTINATION ON THE RIGHT

DRIVING DIRECTIONS

PROJECT SUMMARY

APPLICABLE
SPRINT PROJECTS TO INSTALL AN EXISTING UNLICENSED TELECOMMUNICATIONS FACILITY AS FOLLOWS:

WIRELESS CARRIERS OR SITE
SPRINT, VERIZON, AT&T, T-MOBILE, SPRINT

PROPERTY INFORMATION
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

CONSTRUCTION MANAGEMENT
SEYMOUR BROSIG
CONSTRUCTION MANAGEMENT, INC. - SAN DIEGO
3000 KUMAR AVENUE, SUITE 100
SAN DIEGO, CA 92108
Seymour@seymourbrosig.com

CONSTRUCTION MANAGEMENT
SEYMOUR BROSIG
CONSTRUCTION MANAGEMENT, INC. - SAN DIEGO
3000 KUMAR AVENUE, SUITE 100
SAN DIEGO, CA 92108
Seymour@seymourbrosig.com

PROJECT SUMMARY



Product Information:

NETWORK VERSION 2.3 PLAM: 2

SPORTS ARENA

NI 284XCR-4
3500 MONTE ALENA BLVD
SAN DIEGO, CALIFORNIA 92110

09-16-2015

100% ZD ISSUE

[illegible]

REFERENCE:

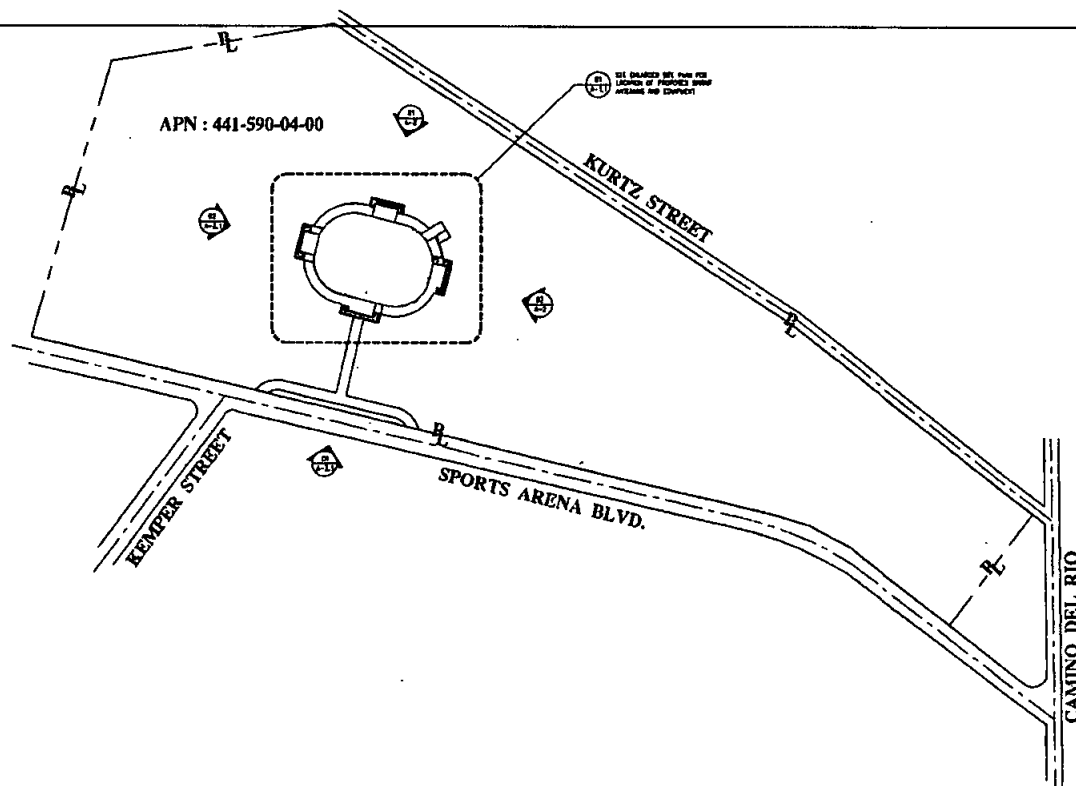


9471 5/10

SITE PLAN

DATE: _____

A-1 1



APN : 441-590-04-00


 THE GERALD R. FORD LIBRARY
 1400 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C. 20540

KURTZ STREET

SPORTS ARENA BLVD.

CAMINO DEL RIO

SITE PLAN & NOTES





NETWORK VSXIN 23 PAGE 2

3500 SPORTS ARCADE BLDG
SAN DIEGO, CALIFORNIA 92119

1992 年 4 月

09-15-2015

Page 10

100% ZD ISSUE

REVISIONS		
REV	DATE	DESCRIPTION
0	09-10-73	ISS 20 ACUL
1	12-01-73	100% 20%

NOT FOR CONSTRUCTION UNLESS
 APPROVED BY CONSTRUCTION 211

100%



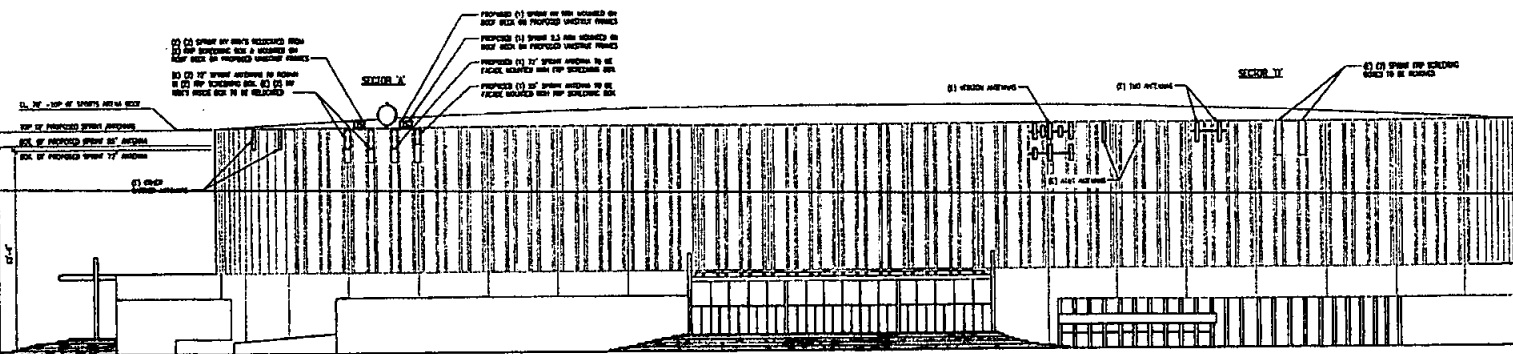
wert mit

EXTERIOR ELEVATIONS

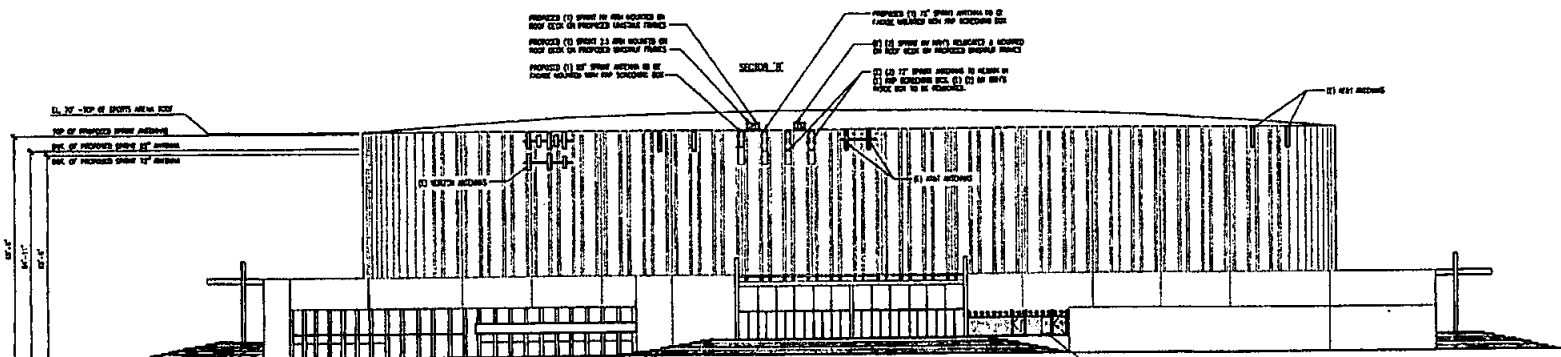
DATE: 10/17/2008

SYNOPSIS

A-2



01 NORTH ELEVATION



02 EAST ELEVATION



Sprint

M
Mitchell J
ARCHITECTS

MITCHELL J ARCHITECTURE, INC.
4841 ROBINSON COURT, SUITE 100
SAN DIEGO, CA 92111
(619) 594-6310 (P) / (619) 594-6311 (F)

PROJECT INFORMATION

NETWORK VISION 2.0 PHASE II
SAN DIEGO MARKET

**SPORTS
ARENA**

PH 10-10-17
2400 SPURWAY A, ARLING (IN VET)
SAN DIEGO, CALIFORNIA 92110

ISSUED DATE:

09-16-2015

ISSUED FOR:

100% 2D ISSUE

REVISIONS

REV.	DATE	DESCRIPTION
0	09-16-15	ISSUED FOR 100%
1	10-01-15	ISSUED FOR 100%

NOT FOR CONSTRUCTION UNLESS
Labeled AS CONSTRUCTION SET

LEGEND:



SHEET TITLE:

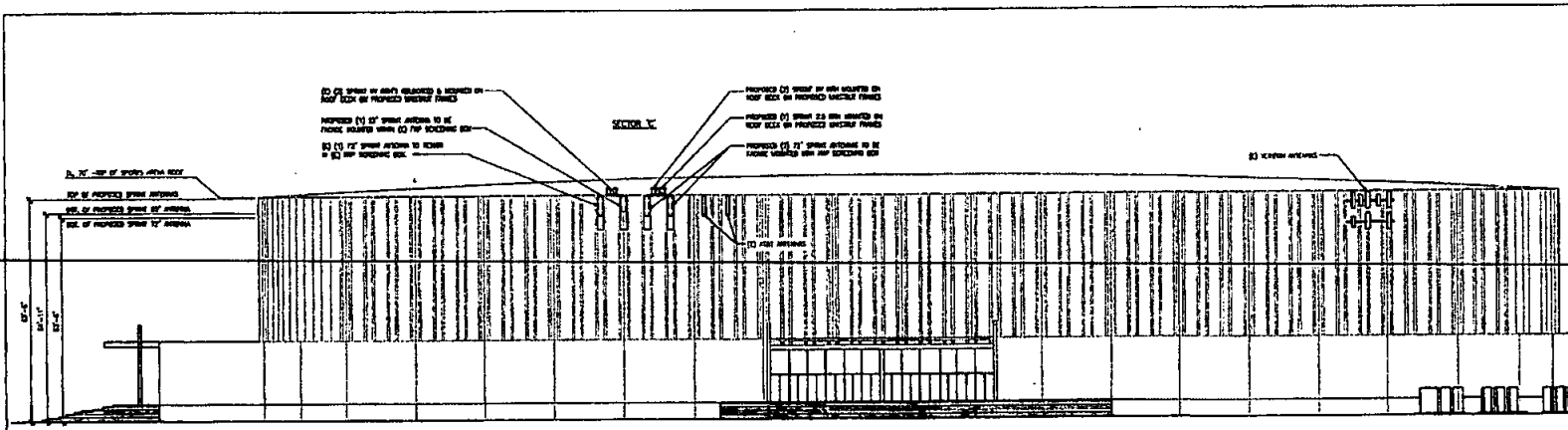
**EXTERIOR
ELEVATIONS**

SHEET NUMBER

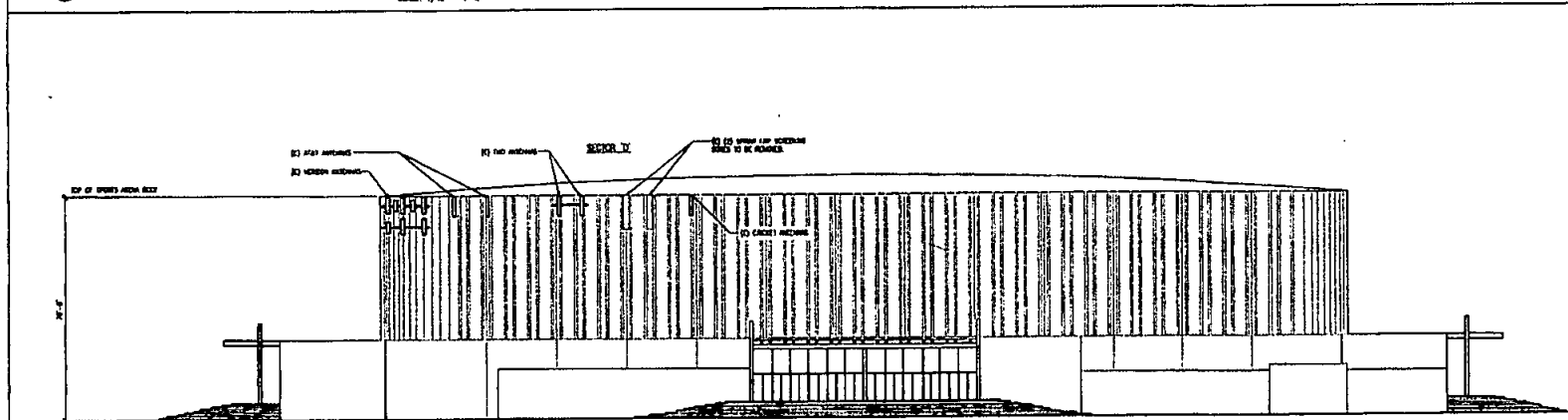
A-2.1

REVISION

1



01 SOUTH ELEVATION



02 WEST ELEVATION





PROPOSED WIRE AND CABLE GAGE SCHEDULE						
SECTOR	WIRE	ANTENNA MODEL & SIZE	ANTENNA BAND FREQU.	COND. TYLE & PLY.	WIRE	CABLE (WIRE) (11'-0") WIRE (11'-0")
A	1	ANTENNA MODEL C (11'-0" x 11'-0")	50'-0"	(1) 1/4" COND (1) WIRELESS	1000 (2000)	700'-0"
	2	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	3	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	4	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
B	1	ANTENNA MODEL C (11'-0" x 11'-0")	50'-0"	(1) 1/4" COND (1) WIRELESS	1000 (2000)	700'-0"
	2	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	3	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	4	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
C	1	ANTENNA MODEL C (11'-0" x 11'-0")	50'-0"	(1) 1/4" COND (1) WIRELESS	1000 (2000)	700'-0"
	2	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	3	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
	4	ANTENNA MODEL C (11'-0" x 11'-0")			1000 (2000)	
D	1	-	-	-	-	-



PROPOSED ANTENNA LAYOUT
PLAN KEY NOTES

- [illegible]

01 PROPOSED ANTENNA LAYOUT PLANS
SCALE: 1/4"=1'-0"



11/11/2016 11:01 AM



11/11/2016 11:11 AM

Site Name: _____

Site ID #: _____

EXHIBIT C
TO SUBLEASE SITE AGREEMENT

Memorandum of Sublease Site Agreement

This Memorandum of Sublease Agreement ("Memorandum") dated December ____, 2016, evidences that a Sublease to Site Agreement (the "Sublease") dated December ____, 2016 (the "Sublease Site Agreement Effective Date"), was made and entered into between AEG Management San Diego, LLC., a Delaware limited liability company ("Lessee") and Sprint PCS Assets LLC., a Delaware limited liability company, ("Sprint PCS").

The Sublease provides in part that Sprint PCS has the right to enter upon certain real property leased by Lessee and located at 3500 Sports Arena Boulevard, City of San Diego, County of San Diego, State of California, as further described in the Sublease Site Agreement (the "Site") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

Upon the terms and conditions set forth therein, the Sublease provides in part for 4 years with the provision of lease extensions as applicable under a certain Master Lease between Lessee and the City of San Diego. Such term shall commence on May 8, 2016 and expiring on ____, 2020.

The parties have executed this Memorandum as of the day and year first above written.

LESSEE

AEG Management San Diego LLC., a Delaware limited liability company

By: _____

Name: _____

Title: _____

SPRINT PCS

Sprint PCS Assets, LLC., a Delaware limited liability company

By: _____

Name: _____

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

SUBLESSOR NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this _____ day of _____, 20____, by (choose one) ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC STATE OF _____

My commission expires:

 (PRINTED, TYPED OR STAMPED NAME OF NOTARY)
 COMMISSION NUMBER: _____

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this _____ day of _____, 20____, by (choose one) ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC STATE OF _____

My commission expires:

 (PRINTED, TYPED OR STAMPED NAME OF NOTARY)
 COMMISSION NUMBER: _____

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

SPRINT PCS NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this _____ day of _____, 20____, by (choose one) ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

EXHIBIT D
CITY OF SAN DIEGO
CONSENT TO SUBLEASE AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of _____, 2016 (the "Effective Date"), as follows:

RECITALS

- A. CITY, as lessor, and SAN DIEGO ENTERTAINMENT, INC., a California corporation, as lessee, are parties to that certain THE SAN DIEGO SPORTS ARENA OPERATING SUBLEASE dated August 6, 1971, as amended by certain five (5) amendments (collectively "Master Agreement") for the land located at 3500 Sports Arena Boulevard in the City of San Diego, State of California, commonly known as the "Sports Arena".
- B. The Master Agreement was made a direct lease between CITY and San Diego Entertainment, Inc., as a result of that certain Second Amendment to Operating Sublease dated March 29, 1993.
- C. San Diego Entertainment, Inc., as sublessor/operator, and Arena Group 2000, L.P., a California limited partnership ("AG2000"), as sublessee/sub-operator, entered into that certain Sublease Agreement ("Sublease") for the Sports Arena and other parcels dated October 12, 1993, which was consented to by CITY. AG2000 assigned all of its rights in the Sublease, and AEG Management SD, LLC, a Delaware limited liability company ("AEG"), assumed all of AG2000's obligations under the Sublease in that certain Assignment and Assumption Agreement dated September 3, 2008, which was consented to by CITY.
- D. AEG and Sprint PCS Assets LLC., a Delaware limited liability company ("Sprint PCS"), have requested CITY consent to a sublease allowing Sprint PCS to maintain and operate antennas and other equipment that were attached to the exterior of the Sports Arena by Rincon Towers, to be used for the purposes of telecommunications services ("Telecommunications Sublease").
- E. In accordance with California Civil Code section 1938, CITY hereby states that the Sports Arena has not been inspected by a Certified Access Specialist (CASP).

CONSENT

1. Consent to Sublease. CITY hereby consents to the Telecommunications Sublease Agreement dated _____, 2016, and Exhibit "A" attached thereto between AEG as sublessor and Sprint PCS as sublessee, provided all of the following conditions are and remain true throughout the term of the Telecommunications Sublease:
 - a. The Sublease is subject and subordinate to the Master Sublease, as may be amended from time to time, and this Consent;
 - b. CITY is not bound by any term or condition in the Telecommunications Sublease which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Master Agreement, including without limitation any provision which allows sublessee to extend the tenancy of the Telecommunications Sublease beyond the expiration of the Master Agreement.
 - c. Sprint PCS shall not assign or transfer the Sublease Agreement or sublet all or any portion of the Site, without the CITY's consent, which consent shall not be unreasonably withheld or delayed, provided that Sprint PCS has complied with City Charter §225.
 - d. Nothing herein shall do any of the following:

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

- i. Be construed as a waiver of CITY's right to consent to any proposed sublease or assignment after the date hereof, or as a consent to any portion of the Premises being used or occupied by any other party; or
 - ii. Be deemed to be any type of obligation of CITY to San Diego Entertainment, Inc., AEG, Sprint PCS, or to any governmental agent, board, commission, or agency, with regard to any other action relating to Sprint PCS's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.
2. **No Release.** Nothing herein shall release San Diego Entertainment, Inc., from any of its obligations under the Master Agreement.
3. **Insurance.** Sprint PCS shall deliver to CITY'S Real Estate Assets Department a current certificate of insurance for a separate endorsement naming "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as Additional Insureds in all policies. Sprint PCS shall maintain said endorsement at all times it occupies or uses any portion of the Premises. The policy required hereby shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by insurance company. Prior to each insurance renewal period, Sprint PCS shall submit to CITY a copy of the new policy of insurance.
4. **Radio Frequency Interference Compliance.** Sprint PCS shall comply with all terms, conditions and procedures set forth to reduce radio frequently interference as required by Exhibit "B" attached hereto.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

By: _____

Cybele L. Thompson
Director, Real Estate Assets

Acknowledged and Accepted:

AEG MANAGEMENT SD, LLC,
a Delaware limited liability company

By: _____
Title: _____
Date: _____

SAN DIEGO ENTERTAINMENT, INC.,
a California corporation

By: _____
Title: _____
Date: _____

Environmental Analysis Section Environmental Clearance:

Sprint Site ID #: SD34XC674

Site Name: Sports Arena

*This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines,
Section(s) 15301 (Existing Facilities).*

Date: _____

By: _____

Name: Alyssa M. Muto

Title: Deputy Director, Environment and Policy Analysis,
Planning Department

*Approved as to form this _____ of
_____, 2016.*

JAN I. GOLDSMITH, City Attorney

BY: _____

Name: _____

Title: _____

Exhibit A: Sublease Agreement

Exhibit B: Interference Protection Requirements

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

Exhibit B:**Interference Protection Requirements**

- a. **Interference.** Prior to the Effective Date or at any time during the Term of this Sublease, LESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY'S General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY'S General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. **City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures.** For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.
 - (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
- (2) Following the completion of the tests, LESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.
- (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
- (4) It shall be the responsibility of LESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. **On-The-Air Tests - Technical Details**

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

Pre-installation or pre-use on-the-air tests shall be conducted by the LESSEE under the following technical conditions:

- (1) The LESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.
- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the LESSEE'S electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the LESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by LESSEE shall not directly or indirectly result in degraded technical performance of the CITY'S existing radio equipment installed at the Site or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

- (1) Detectable or measurable received intermodulation;
- (2) Audio distortion or noise; and
- (3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

LESSEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

Should an interference problem occur at the Site or in the nearby surrounding area as a result of LESSEE'S newly installed, retuned, or modified Communications Equipment, LESSEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. CITY may recognize the right of prior authorized permittees/lessees/users and withhold consent or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between LESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of CITY withholding consent and LESSEE waives any claim for expense or loss which LESSEE might incur as a result of CITY withholding consent.

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the premises.

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER**RECEIVER**

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____**Receiver Frequency** _____**CTCSS or DCS** _____

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA**TRANSMIT CAVITY FILTER ISOLATOR**

Make _____ Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site.
 Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

Site Name: Sports Arena

Sprint Site ID #: SD34XC674

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)_____
(Tenant's Representative)_____
(Date)

GM_SD34XC764

RECORDING REQUESTED BY:

LICENSEE PCS ASSETS, L.L.C.

WHEN RECORDED MAIL THIS
MEMORANDUM OF PCS SITE AGREEMENT TO:

Licensee Site ID: SD34XC674
Mailstop KSOPHT0101-Z2020
6391 Licensee Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 441-590-04-00
SD34XC674 Sports Arena

Memorandum of Sublease Site Agreement

This Memorandum of Sublease Site Agreement ("Memorandum") dated December 7, 2016, evidences that a Sublease Site Agreement (the "Sublease") dated December 7, 2016 (the "Sublease Site Agreement Effective Date"), was made and entered into between AEG Management San Diego, LLC., a Delaware limited liability company, ("Lessee") and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Sprint PCS").

The Sublease provides in part that Sprint PCS has the right to enter upon certain real property leased by Lessee and located at 3500 Sports Arena Boulevard, City of San Diego, County of San Diego, State of California as further described in the Sublease Site Agreement (the "Site") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

Upon the terms and conditions set forth therein, the Sublease provides in part for 4 years with provisions of lease extensions as applicable under a certain Master Lease between Lessee and the City of San Diego. Such term shall commence on May 8, 2016 and expiring on May 31 2020.

The parties have executed this Memorandum as of the day and year first above written.

*****SIGNATURES ON FOLLOWING PAGE*****

Memorandum of Agreement

Owner Initials: _____
Tenant Initials: _____

Site Name: SPORTS ARENASprint Site ID #: 503480074**LESSEE**

AEG Management San Diego, LLC., a Delaware limited liability company

SPRINT PCS

Sprint PCS Assets, L.L.C., a Delaware limited liability company

By: [Signature]Name: GUY JAMES - SPRINTTitle: SITE DEVELOPMENT MANAGERDate: 12.12.16By: [Signature]Name: Michelle YeagerTitle: Director of FinanceDate: 12-7-2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On Dec. 7, 2021 before me, D.E. TEVIK-WOOD, a Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

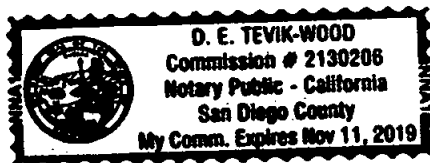
Michelle Yeager

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 12/12/14
Date

before me,

Mary L. Hamilton, Notary
Here Insert Name and Title of the Officer

personally appeared

Blon James Sciarz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Mary L. Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Site Name: _____

Site ID #: _____

EXHIBIT A TO SUBLEASE SITE AGREEMENT

Legal Description of Sublessor's Property

The Site is situated in the City of San Diego, County of San Diego, State of California, commonly described as the San Diego Sports Arena, 3500 Sports Arena Boulevard, and is more particularly described as follows:

Legal Description:

Parcel 1:

Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court, Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwestern line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North 53°27'44" West along the Northeasterly line of said Lot "A"; a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South 36°33'41" West along the Northwestern line of said Lot "A", a distance of 74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North 53°27'19" West, 233.43 feet to a point in the Northwestern line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet; North 53°26'48" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet to said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2:

Those portions of Pueblo Lots 241, 242 and 311 of The Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.