

CONSENT TO AGREEMENT

RECITALS

A. The City of San Diego ("CITY"), as LESSOR under the Ground Lease Agreement executed on August 10, 1965, amended by a First Amendment to Ground Lease executed on August 10, 1967, and by a Second Amendment executed on August 6, 1971 (collectively "GROUND LEASE"), leased real property and all improvements located thereon, consisting of an indoor sports arena, parking lot, and related facilities commonly known as the San Diego Sports Arena, ("the PROPERTY") to San Diego Arena Lease Company, a California nonprofit corporation [SDALC], for the construction and leasing of the San Diego Sports Arena, for fifty years or until such time as all indebtedness required for construction of the Arena was retired. The GROUND LEASE was terminated pursuant to a Termination Agreement dated December 24, 1991, and all of SDALC's right, title, and interest in the property was transferred to City.

B. SDALC leased the PROPERTY to San Diego Entertainment, Inc., a California corporation [SDEI], pursuant to an Operating Sublease dated August 6, 1971, amended by an Amendment to Operating Sublease effective December 1, 1987, and by a Second Amendment to Operating Sublease effective March 29, 1993, and by a Third Amendment to Operating Sublease effective September 30, 1997, and by a Fourth Amendment to Operating (Sublease) Agreement effective April 2, 2002 (collectively "OPERATING SUBLEASE"). The Second Amendment, which was made between the City and SDEI, confirmed, *inter alia*, the termination of the Ground Lease, continuation of the Sports Arena OPERATING SUBLEASE as a direct lease between the City and SDEI including all obligations and conditions set forth in the GROUND LEASE which SDEI agreed to perform pursuant to the Sports Arena OPERATING SUBLEASE, and extending the term of the OPERATING SUBLEASE to May 7, 2017. Prior to the Fourth Amendment, SDEI assigned the OPERATING SUBLEASE to Arena Group 2000, L.P., a California limited partnership ("OPERATOR").

C. OPERATOR entered into a Parking Lot Lease ("AGREEMENT") effective October 8, 2004 with Southern California Auto Sales, L.L.C., a limited liability company, DBA Southern California Auto Sales ("SCAS"). The AGREEMENT, as amended, is attached to this Consent to Agreement ("CONSENT") and incorporated into this CONSENT by this reference.

AGREEMENT

CITY consents to the AGREEMENT on the following terms and conditions:

1. NO FURTHER CONSENT: This CONSENT shall not be deemed to be a consent to any subsequent subletting, agreement, or use, nor shall the terms and conditions of this CONSENT be construed to support similar terms and conditions in the future.

2. USE: This CONSENT is for that use of the Parking Lot ("PARKING LOT") located within the PROPERTY as set forth in the AGREEMENT, specifically the storage of up to fifty (50) vehicles on the portion of the PARKING LOT designated by Exhibit A to the AGREEMENT, and for no other purpose whatsoever.
3. SUBORDINATION: The AGREEMENT shall be subordinate to the OPERATING SUBLEASE in all respects, notwithstanding any provision of this CONSENT or the OPERATING SUBLEASE contrary to or in conflict with the AGREEMENT. The CITY is not bound by any term or condition in the AGREEMENT which in any way conflicts with or is additional to the provisions of the OPERATING SUBLEASE.
4. ASSIGNMENT: The AGREEMENT shall not be assigned without the prior written consent of the CITY. An assignment by operation of law shall automatically terminate the AGREEMENT.
5. CONSIDERATION: OPERATOR's consideration under the AGREEMENT shall be subject to rent payable to the CITY at the rate of twenty (20%) percent of OPERATOR's gross income. Current consideration under the AGREEMENT is Two Thousand Two Hundred Fifty Dollars (\$2250) per month, and current rent payable to the CITY is Four Hundred Fifty Dollars (\$450) per month. OPERATOR shall notify CITY within thirty (30) days of any change in the amount of consideration received by OPERATOR under the AGREEMENT, and rent due CITY under this CONSENT and the OPERATING SUBLEASE shall be revised effective as of the date of the change in consideration.
6. HOLD HARMLESS: SCAS shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, representatives, agents, and employees from any and all liability, loss, claims, demands, damages or expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the AGREEMENT including the operations conducted by SCAS on the leased premises, the condition of the premises or from any act or omission of SCAS, its servants, employees, agents, contractors, invitees, representatives, concessionaires, or licensees provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the CITY, its agents, elected officials, officers, employees and representatives.
7. INSURANCE: SCAS shall be insured by an insurance carrier acceptable to the CITY and OPERATOR against loss from commercial general liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) per occurrence. SCAS shall file with CITY on or before the execution of this CONSENT a copy of SCAS's policy of insurance which shall name "THE CITY OF SAN DIEGO, its elected officials, officers, representatives, agents, and employees" as an

additional insured. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.

8. EARLY TERMINATION: CITY reserves the right to withdraw its consent to the AGREEMENT at any time, and in its sole discretion, with thirty (30) days written notice as provided below. In the event of a termination of this CONSENT, CITY is not responsible for damages of any kind.
9. LEGAL PROCEEDING: Should it become necessary for the CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this CONSENT, AGREEMENT or the OPERATING SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court costs and attorney's fees.
10. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to the parties as follows:

To CITY:

City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

To OPERATOR:

Ron Hahn
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

To Southern California Auto Sales:

Carmine Malanga
3550 Camino Del Rio North, Suite 104
San Diego, CA 92108

Any party entitled or required to receive notice under this CONSENT may by like notice designate a different address to which notices shall be sent.

11. COMPLIANCE WITH LAWS: SCAS shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in

effect or which may hereafter be in effect, which pertain to the use of the PARKING LOT as set forth in the AGREEMENT.

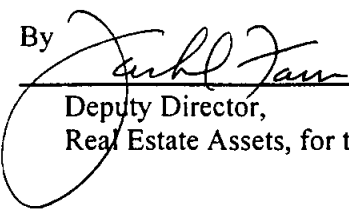
12. AUDIT: CITY reserves the right at any and all reasonable times to examine and audit OPERATOR's books, records and accounts of all financial transactions related to the San Diego Sports Arena premises.
13. NO DISCRIMINATION: SCAS shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in SCAS's use of the PARKING LOT as set forth in the AGREEMENT, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
14. RELATED ACTIONS: SCAS and OPERATOR acknowledge that CITY is consenting only to the AGREEMENT and not to any other use of the PARKING LOT. By the granting of this CONSENT, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PARKING LOT. Discretionary action includes but is not limited to permits, rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the PARKING LOT. OPERATOR and SCAS shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the PARKING LOT, as are necessary to develop and operate the use contemplated by the AGREEMENT, all at no cost to CITY.

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THE CITY OF SAN DIEGO

Dated 8/26/05

By


Deputy Director,
Real Estate Assets, for the City Manager

ARENA GROUP 2000, L.P.

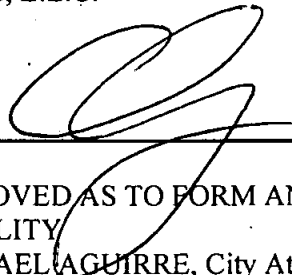
Dated _____

By _____

SOUTHERN CALIFORNIA AUTO
SALES, L.L.C.

Dated _____

By


APPROVED AS TO FORM AND
LEGALITY
MICHAEL AGUIRRE, City Attorney

Dated 8/30/05

By


Deputy City Attorney

GJ:
2/22/05

THE CITY OF SAN DIEGO

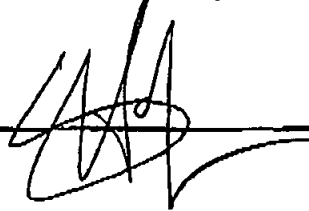
Dated _____

By _____

Deputy Director,
Real Estate Assets, for the City Manager

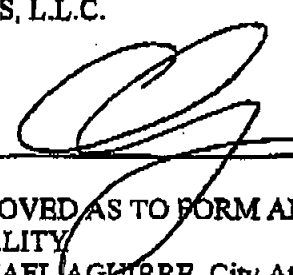
ARENA GROUP 2000, L.P.

Dated _____

By _____


SOUTHERN CALIFORNIA AUTO
SALES, L.L.C.

Dated _____

By _____


APPROVED AS TO FORM AND
LEGALITY
MICHAEL AGUIRRE, City Attorney

Dated _____

By _____

Deputy City Attorney

GJ:
2/22/05

PARKING LOT LEASE

This PARKING LOT LEASE ("Lease") is entered into effective as of October 8, 2004 by and between ARENA GROUP 2000, L.P., a California limited partnership ("Owner"), and Southern California Auto Sales, L.L.C.

1. **LEASE AGREEMENT.** Subject to the terms and conditions set forth herein, Owner hereby leases to Tenant, and Tenant hereby leases from Owner, the following personal property: Use of a portion of the San Diego Sports Arena's parking lot.

2. **TERM.** The term of this Lease ("Term") shall commence at 6:00 a.m. on October 8, 2004 and shall terminate at 11:59 p.m. on December 31, 2007.

3. **RENT.** Tenant shall pay rent for the Parking Lot, in the amount of \$2250 per month, to Owner at the office of the General Manager of the San Diego Sports Arena ("Sports Arena") (see Section 15.10). Owner has the right to exclude Tenant from parking lot with 30 days written notice up to a maximum of 10 weekdays per year without rent offset.

4. **PERMITTED USE.**

4.1 **Location of Use.** Tenant shall use the Parking Lot only for the following purpose:

For the rights to store up to 50 vehicles in the southwest portion of the Sports Arena Parking lot.

Location: Southwest side of parking lot (See Exhibit A).

No other use shall be permitted without the prior written consent of Owner and City of San Diego. Tenant shall notify its employees of the 10MPH speed limit in the parking lot. Tenant shall enforce speed limit among its employees.

5. **MAINTENANCE.** Tenant shall use the Parking Lot with due care and shall surrender the Parking Lot upon expiration of the Term in the same operating order, repair, condition and appearance as upon commencement of the Term, reasonable wear and tear excepted. Tenant shall not make any improvement or alteration of the Parking Lot without Owner's prior written

consent. Tenant shall be responsible for keeping the location clean of any trash or debris left by Tenant's employees or be responsible for reimbursing Owner, on a monthly basis, for the maintenance costs of cleaning Tenant's parking location on a monthly basis.

6. DISCLAIMER OF WARRANTIES. OWNER IS NOT THE MANUFACTURER OF THE PARKING LOT OR THE MANUFACTURER'S AGENT. OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PARKING LOT, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE PARKING LOT OR ITS FITNESS OR DURABILITY FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION, THE QUALITY OR THE WORKMANSHIP OF THE PARKING LOT; COMPLIANCE OF THE PARKING LOT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. TENANT LEASES THE PARKING LOT "AS IS," IN RELIANCE UPON ITS OWN INSPECTION AND NOT UPON ANY REPRESENTATIONS BY OWNER OR ITS AGENTS. Owner shall not be liable, to any extent whatsoever, for the selection, quality, condition, merchantability, suitability, fitness, operation or performance of the Parking Lot. Owner shall not be liable to Tenant for any liability, claim, loss, damage or expense of any kind or nature (including strict liability in tort) caused, directly or indirectly, by the Parking Lot or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof; or any repairs, servicing or adjustments thereto; or any interruption or loss of service or use thereof, or any loss of business, or any damage whatsoever and howsoever caused.

7. TITLE TO PARKING LOT. Title to the Parking Lot shall remain with Owner at all times. Tenant, at its expense, shall keep the Parking Lot free and clear from all claims, liens, encumbrances and legal processes of Tenant's creditors and other persons.

8. RISK OF LOSS. All risk of loss, damage, theft, or destruction to the Parking Lot shall be borne by Tenant during the period beginning upon completion of rental of the parking lot by Owner. If any such loss, damage, theft or destruction of the Parking Lot occurs, in whole or in part, the obligations of Tenant under this Lease, shall continue in full force and effect, and Tenant, at Owner's option, shall either: (a) repair and restore the affected Parking Lot so that it is in good condition and working order; or (b) replace the same with like Parking Lot in good repair, condition and working order; or (c) pay Owner an amount which is the agreed upon value of the portion of the parking Lot which is damaged, less any amounts received by Arena Operator from the insurance policy described in Section 9.

Tenant agrees to use Parking Lot at Tenant's own risk. Owner specifically disclaims any responsibility, express or implied, to protect against the loss of, or damage to Tenant vehicles, Tenant employee vehicles, or the content of such vehicles. No employee or agent of Owner may alter or enlarge liability hereunder, orally or otherwise.

9. INSURANCE.

9.1 Property Damage Insurance. Tenant shall maintain, at its sole expense, personal property damage insurance insuring the Parking Lot against all risk of loss with coverage equal to the agreed value specified in Section 8 and with proceeds payable to Owner. Such policies of insurance shall be reasonably satisfactory to Owner as to form, amount and insurer, and shall provide for at least ten (10) days' advance written notice of cancellation to Owner. Tenant assigns to Owner all of its right, title and interest to any proceeds of insurance policies insuring the Parking Lot.

9.2 Liability Insurance. Tenant shall maintain, at its sole expense, comprehensive public liability insurance, with a combined single liability limit of at least \$1,000,000 for any one occurrence, insuring Tenant and naming Owner and City of San Diego as an additional insured, against liability for personal injury, bodily injury, death or property damage arising out of the ownership, use, or maintenance of the Parking Lot during the Term. Such policy: (a) shall be primary insurance, with any liability insurance policy maintained by Owner being secondary insurance; (b) shall insure Tenant's contractual liability under the indemnity provisions of Section 10; and (c) shall include a provision that no cancellation or reduction in coverage shall be effective without at least ten (10) days' prior written notice to Owner. At least three (3) days prior to commencement to the Term, Tenant shall deliver to Owner a certificate showing such insurance policies described in Sections 9.1 and 9.2 to be in effect.

10. INDEMNIFICATION. Tenant shall indemnify, protect, hold harmless and defend Owner, and its officers, directors, shareholders, agents, employees, successors and assigns from and against any and all claims, actions, liabilities, liens, damages, costs and expenses, including, but not limited to, attorneys' fees and court costs, arising out of: (a) personal injury, bodily injury, death or property damage arising out of the use, condition or operation of the Parking Lot by Tenant or its employees, contractors, agents, customers or invitees; (b) any breach or failure to perform any obligation imposed on Tenant under this Lease; or (c) any negligent or willful act or omission of Tenant or its employees, contractors, agents, customers or invitees. Tenant is an independent contractor and nothing contained in this Lease shall authorize Tenant or any other person to operate any item of for or on behalf of Owner. The indemnities and assumptions of liabilities and obligations provided in this Lease shall continue in full force and effect notwithstanding the expiration or other termination of this Lease.

11. ASSIGNMENT BY TENANT. Without Owner's prior written consent, Tenant may not, by operation of law or otherwise: (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest herein; or (b) sublet or lend the Parking Lot or permit the same to be used by anyone other than Tenant.

12. DEFAULT. The occurrence of any of the following shall constitute a material default under this Lease by Tenant ("Default"):

(a) Failure to pay rent or any other monetary sums required hereunder when due;

(b) Failure to perform any other agreement or obligation of Tenant hereunder, if such failure continues for ten (10) days after written notice to Tenant; or

(c) Tenant either: (i) obtains or becomes subject to an Order for Relief under the Federal Bankruptcy Code; (ii) obtains or becomes subject to an order or decree of insolvency under state law; (iii) makes a general assignment for the benefit of creditors' (iv) consents to or suffers the appointment of a receiver or trustee for any substantial part of its assets, unless vacated within thirty (30) days; or (v) consents to or suffers an attachment, execution or other judicial procedure of any substantial part of its assets or its interests under this Lease, unless released or satisfied within thirty (30) days.

13. OWNER'S REMEDIES. Upon any Default by Tenant, Owner shall have the right to terminate this Lease and Tenant's right to possession of the Parking Lot by giving Tenant written notice of termination, and then take possession of the Parking Lot wherever located. No act by Owner other than giving written notice to Tenant shall terminate this Lease. Upon termination, Owner shall have the right to recover damages from Tenant to the extent permitted by applicable law. The foregoing remedies shall be cumulative and in addition to any other remedies now or hereafter available to Owner at law or in equity.

14. TERMINATION RIGHT. Owner shall have the right to terminate this Lease in the event of: (a) damage or destruction of the Parking Lot prior to commencement of the Term; (b) termination of Owner's leasehold rights to the Sports Arena; or (c) at Owner's election, provided at least 30 days' prior written notice is given to Tenant.

15. GENERAL PROVISIONS.

15.1 Attorneys' Fees. If either party commences legal proceedings for any relief against the other party arising out of this Lease, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to, reasonable attorneys' fees and costs as determined by the court. The prevailing party shall be that party receiving substantially the relief sought in the proceeding, whether brought to final judgment or not.

15.2 Authority. Tenant represents and warrants that it has full power and authority to execute and deliver this Lease and to fully perform its obligations hereunder, and that the individual(s) executing the Lease on Tenant's behalf are fully authorized to do so.

15.3 Entire Lease. This Lease constitutes the entire agreement between the parties with respect to the rental of the Parking Lot. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

15.4 Governing Law. This Lease shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

15.5 Headings. The captions and paragraph headings used in this Lease are inserted for convenience of reference only and are not intended to define, limit, or affect the

construction or interpretation of any term or provision hereof.

15.6 Interest. Any amount payable by Tenant which is not paid when due shall bear interest at a rate equal to two percent (2%) over the then current Bank of America commercial prime rate but not to exceed the maximum permissible legal rate, from the date payment is due until the date paid by Tenant.

15.7 Joint and Several Liability. If Tenant consists of more than one person or entity, the liability of each such person or entity signing this Lease as Tenant shall be joint and several.

15.8 Modification, Waiver. No modification, waiver, amendment or discharge of this Lease shall be valid unless the same is in writing and signed by both Owner and Tenant.

15.9 No Partnership. Owner shall not, as a result of this Lease, be deemed to have become a partner of Tenant in the conduct of its business or otherwise, or a joint venturer, nor is Tenant an agent of Owner for any purpose whatsoever.

15.10 Notice. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

Owner's Address
for Notice:

ARENA GROUP 2000, a California
Limited Partnership
ATTN: Ernie Hahn
3500 Sports Arena Boulevard
San Diego, CA 92110

Tenant's Address
for Notice:

Southern California Auto Sales, L.L.C.
3550 Camino Del Rio North
ATTN: Carmine Malanga
3550 Camino Del Rio North, Suite 104
San Diego, CA 92108

Either party may change its address for notice by delivering written notice to the other party as provided herein.

15.11 Recording. Tenant shall not record this Lease.

15.12 Severability. If any term, provision, covenant or condition of this Lease is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each term, provision, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.13 Successors. Subject to the restriction on assignment contained herein, all terms of this Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15.14 Time. Time is of the essence of each provision of this Lease, including, without limitation, all time deadlines for payment of rent and for commencement and termination of the Term.

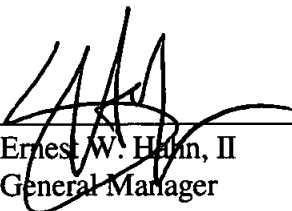
NOTE: THE SUBMISSION OF THIS LEASE FOR EXAMINATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY OWNER, AND THIS LEASE SHALL NOT CONSTITUTE A BINDING CONTRACT UNTIL EXECUTED BY OWNER AND TENANT. THE TERMS AND CONDITIONS OF THIS LEASE SHALL BE VOID UNLESS EXECUTED BY BOTH PARTIES AND DELIVERED TO OWNER PRIOR TO THE COMMENCEMENT OF THE LEASE.

IN WITNESS WHEREOF, Owner and Tenant have executed this Lease as of the date first set forth above.

OWNER:

ARENA GROUP 2000, L.P., a California
Limited Partnership

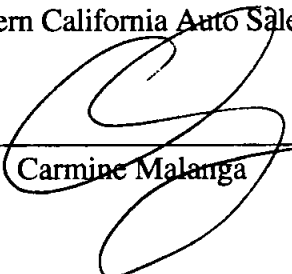
By: _____


Ernest W. Hahn, II
General Manager

TENANT:

Southern California Auto Sales, L.L.C.

By: _____


Carmine Malanga

CONSENT TO AGREEMENT

RECITALS

A. The City of San Diego ("CITY"), as LESSOR under the Ground Lease Agreement executed on August 10, 1965, amended by a First Amendment to Ground Lease executed on August 10, 1967, and by a Second Amendment executed on August 6, 1971 (collectively "GROUND LEASE"), leased real property and all improvements located thereon, consisting of an indoor sports arena, parking lot, and related facilities commonly known as the San Diego Sports Arena, ("the PROPERTY") to San Diego Arena Lease Company, a California nonprofit corporation [SDALC], for the construction and leasing of the San Diego Sports Arena, for fifty years or until such time as all indebtedness required for construction of the Arena was retired. The GROUND LEASE was terminated pursuant to a Termination Agreement dated December 24, 1991, and all of SDALC's right, title, and interest in the property was transferred to City.

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C. OPERATOR, as Sublessor, entered into a Parking Lot Sublease ("AGREEMENT") effective July 1, 2004 with Dixieline Lumber Company, a Delaware corporation ("DIXIELINE"). The AGREEMENT, as amended, is attached to this Consent to Agreement ("CONSENT") and incorporated into this CONSENT by this reference.

AGREEMENT

CITY consents to the AGREEMENT on the following terms and conditions:

1. NO FURTHER CONSENT: This CONSENT shall not be deemed to be a consent to any subsequent subletting, agreement, or use, nor shall the terms and conditions of this CONSENT be construed to support similar terms and conditions in the future.
2. USE: This CONSENT is for that use of the Parking Lot ("PARKING LOT") located within the PROPERTY as set forth in the AGREEMENT, specifically for

parking for DIXIELINE employees, licensees and invitees in the portion of the PARKING LOT designated by Exhibit A to the AGREEMENT, and for no other purpose whatsoever.

3. SUBORDINATION: The AGREEMENT shall be subordinate to the OPERATING SUBLEASE in all respects, notwithstanding any provision of this CONSENT or the OPERATING SUBLEASE contrary to or in conflict with the AGREEMENT. The CITY is not bound by any term or condition in the AGREEMENT which in any way conflicts with or is additional to the provisions of the OPERATING SUBLEASE.
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6. HOLD HARMLESS: DIXIELINE shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, representatives, agents, and employees from any and all liability, loss, claims, demands, damages or expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the AGREEMENT including the operations conducted by DIXIELINE on the leased premises, the condition of the premises or from any act or omission of DIXIELINE, its servants, employees, agents, contractors, invitees, representatives, concessionaires, or licensees provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the CITY, its agents, elected officials, officers, employees and representatives.
7. INSURANCE: DIXIELINE shall be insured by an insurance carrier acceptable to the CITY and OPERATOR against loss from commercial general liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) per occurrence. DIXIELINE shall file with CITY on or before the execution of this CONSENT a copy of DIXIELINE's policy of insurance which shall name "THE CITY OF SAN DIEGO, its elected officials, officers, representatives, agents, and employees" as an additional insured. The policy shall specify that the policy may

not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.

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To CITY:

City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

To OPERATOR:

Ron Hahn
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

To DIXIELINE:

Hamid Daudani
Dixieline Lumber Company
3250 Sports Arena Blvd.
San Diego, CA 92110

Any party entitled or required to receive notice under this CONSENT may by like notice designate a different address to which notices shall be sent.

11. COMPLIANCE WITH LAWS: DIXIELINE shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities

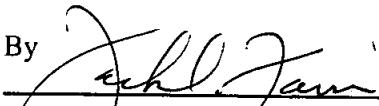
now in effect or which may hereafter be in effect, which pertain to the use of the PARKING LOT as set forth in the AGREEMENT.

12. AUDIT: CITY reserves the right at any and all reasonable times to examine and audit OPERATOR's books, records and accounts of all financial transactions related to the San Diego Sports Arena premises.
13. NO DISCRIMINATION: DIXIELINE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in DIXIELINE's use of the PARKING LOT as set forth in the AGREEMENT, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
14. RELATED ACTIONS: DIXIELINE and OPERATOR acknowledge that CITY is consenting only to the AGREEMENT and not to any other use of the PARKING LOT. By the granting of this CONSENT, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PARKING LOT. Discretionary action includes but is not limited to permits, rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the PARKING LOT. OPERATOR and DIXIELINE shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the PARKING LOT, as are necessary to develop and operate the use contemplated by the AGREEMENT, all at no cost to CITY.

[Remainder of page left blank]

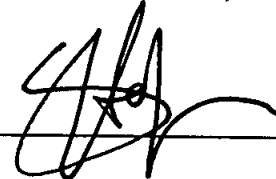
THE CITY OF SAN DIEGO

Dated 7/12/05

By 
Deputy Director,
Real Estate Assets, for the City Manager

ARENA GROUP 2000, L.P.

Dated 3/16/05

By 

DIXIELINE LUMBER COMPANY

Dated 3-16-05

By  HAMID DAUDANI - V.P. FINANCE

APPROVED AS TO FORM AND
LEGALITY
MICHAEL AGUIRRE, City Attorney

Dated 7/15/05

By 
Deputy City Attorney

GJ:
2/22/05

PARKING LOT SUBLEASE

THIS PARKING LOT SUBLEASE ("Sublease") is made and entered into this 16th day of June, 2004, by and among, Arena Group 2000, a California Limited Partnership ("Sublessor"), and Dixieline Lumber Company, a Delaware Corp. ("Sublessee"), with references to the following:

Sublessor is the Lessee of that certain real property located in the City of San Diego, County of San Diego, California, known as the San Diego Sports Arena ("the Sports Arena"). The Sports Arena is located at 3500 Sports Arena Boulevard and has been improved, including a surfaced parking lot.

Sublessee acknowledges that the Sports Arena is subject to a Lease with the City of San Diego and agrees to be bound by all applicable terms and conditions of the Lease. Sublessee shall not commit or permit to be committed on the premises any act or omission which shall violate any term or condition of the Lease between Arena Group 2000 and the City of San Diego. In the event of a termination of the lease between Arena Group 2000 and the City of San Diego, then the Sublease between Arena Group 2000 and Sublessee shall terminate coincidentally therewith without any liability of the Arena Group 2000 to Sublessee. Sublessee acknowledges receipt of a copy of the Lease.

Sublessee desires to enter into a Sublease with Sublessor for the use of up to 70 Parking Spaces located within the Sports Arena, along the Easterly property line, and the first row of parking closest to the East property line (see attached exhibit).

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

Sublease of Parking Spaces. Sublessor hereby Subleases to Sublessee, and Sublessee hereby Subleases from Sublessor the aforementioned Parking Spaces located in the Sports Arena, together with all rights, privileges, easements and appurtenances belonging or in any way pertaining thereto, subject to the terms and conditions hereinafter set forth. Approved hours for Sublessee's use are 7:00 a.m. to 6:30 p.m. daily.

Term. The term of this Sublease shall commence on July 1, 2004 ("Commencement Date"), and shall continue until June 30, 2005. Sublessor or Sublessee may earlier terminate this Sublease by 30-day written notice. If neither party has terminated the Sublease prior to expiration of the term, or any extended term, the Sublease shall automatically renew for another year, and the rent shall increase by 3% per annum. Each extended term shall also be subject to early termination by 30-day written notice from either party.

Permitted Use. Sublessee shall use the Sports Arena for parking purposes only for its employees, licensees and invitees, in accordance with the rules and regulations established by Sublessor or its agent from time to time. Sublessee shall not use, block, or permit to be used or blocked, in any manner whatsoever, any area within the Sports Arena for the parking of

automobiles other than the Parking Spaces. Areas of prohibited use or blockage include, but are not limited to, any area of ingress or egress, any driving lane, any unpaved area, any other area in the Sports Arena other than the Parking Spaces, or any parking spaces reserved for Tenants of the Sports Arena.

Rent. During the Term, Sublessee shall pay to Sublessor as monthly rent, the sum of Two Thousand Dollars (\$2,000). Rent shall be due and payable to Sublessor in equal monthly installments in advance and without setoff, on the first day of every calendar month of the Term and any extended term. Rent for any partial month shall be prorated. Rent shall be paid by Sublessee to Sublessor at the address for notice provided in this Sublease or to such other place as Sublessor may designate in writing. Rent shall be payable in lawful currency of the United States of America. Rent shall be subject to adjustment as provided above.

Sublessor reserves the right to increase the monthly fee with 30 days written notice in the event that the City of Diego requires a percentage of the monthly rent greater than 15% be paid to the City of San Diego which has been the standard between Sublessor and the City of San Diego for the past thirteen years.

Late Fee. If rent is not received by the 10th of each month, a 10% late fee will be charged.

Monitoring. Sublessee is responsible for monitoring the use of the parking area by their employees, and enforcing the terms of this Sublease with their employees.

Maintenance and Repair. Sublessee shall, at its sole expense, keep and maintain the assigned parking area of the Sports Arena parking lot in good order and repair, including patching, sealing and striping as reasonably determined by Sublessee.

Alterations and Additions. Sublessee shall not make any alterations, improvements or additions in or about the Sports Arena, without prior written consent from Sublessor.

Utility Services. Sublessor shall, at Sublessor's sole cost and expense, provide the light, power and other utilities necessary for the operation of the Sports Arena.

Security Measures. Sublessee hereby acknowledges that Sublessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Sublessee. Sublessee assumes all responsibility for the protection of Sublessee, its agents, employees, licensees and invitees and the property of Sublessee, Sublessee's agents, employees, licensees and invitees from the acts of third parties.

No Bailment. THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT NO BAILMENT SHALL BE CREATED BY THIS SUBLEASE AND SUBLESSOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO THE PERSONAL PROPERTY OF SUBLESSEE, ITS EMPLOYEES, AGENTS, LICENSEES, OR INVITEES, OR ANY ARTICLE LEFT THEREIN.

Taxes. Sublessor shall pay all real estate taxes and assessments levied or assessed against the Sports Arena after the Commencement Date.

Insurance. At all times during the Term, Sublessee shall maintain and keep in force a Commercial General Liability Insurance Policy, insuring Sublessee on an occurrence basis against any liability arising out of the leasing, use, or occupancy of the Sports Arena. Such insurance shall be in the amount of no less than Two Million and No/100 Dollars (\$2,000,000.00). Combined Single Limit for injury to, or death of, one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy shall (i) name Sublessor, Arena Group 2000 and any Mortgagee(s) designated by Sublessor as additional insured; (ii) contain a cross liability provision; and (iii) contain a provision that the insurance provided the Sublessor hereunder shall be primary and noncontributing with any other insurance available to the Sublessor. Said policies shall also contain a provision that such policy may not be terminated for nonpayment of premium until ten (10) days prior written notice of the proposed termination or cancellation has been delivered to Sublessor. Sublessee shall deliver to Sublessor original certificates evidencing that the required insurance is in full force and effect.

Indemnity. Except for Sublessor's negligence, Sublessee hereby indemnifies and agrees to defend and hold harmless both Sublessor and its officers, directors, partners, employees, agents, and affiliated entities from and against any and all claims, losses, damages, liabilities, costs, or expenses, of every kind and nature, suffered or incurred by Sublessor by reason of Sublessee's use of the Sports Arena.

Default. The notice required by the provisions set forth below are intended to satisfy any and all notice requirements imposed on Sublessor by law and is not in addition to any such requirements.

The occurrence of any one or more of the following events shall constitute an event of default hereunder by Sublessee:

The failure by Sublessee to make any payment of Rent or any other payment required to be made by Sublessee hereunder, as and when due.

The failure by Sublessee to observe or perform any of the express or implied covenants or provisions of this Sublease to be observed or performed by Sublessee where such failure shall continue for a period of ten (10) days after written notice thereof from Sublessor to Sublessee. If the nature of Sublessee's default is such that more than ten (10) days are reasonably required for its cure, then Sublessee shall not be deemed to be in default if Sublessee shall commence such cure within said ten (10) day period and thereafter diligently prosecute such cure to completion, which completions shall occur not later than sixty (60) days from the date of such notice from Sublessor.

The making by Sublessee of any general assignment for the benefit of creditors; the filing by or against Sublessee of a petition to have Sublessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Sublessee, the same is dismissed within thirty (30) days); the appointment

of a trustee or receiver to take possession of Sublessee within thirty (30) days; or the attachment, execution or other judicial seizure of Sublessee's interest in this Sublease where such seizure is not discharged within thirty (30) days.

In the event of any such default by Sublessee, in addition to, and not in limitation of any other remedies available to Sublessor at law or in equity, Sublessor shall have the immediate option to terminate this Sublease and all rights of Sublessee hereunder.

Assignment and Subletting Prohibited. Sublessee shall not be permitted to sublet all or any portion of the Sports Arena nor shall Sublessee be permitted to assign its interest in this Sublease.

In the event of any subletting of all or any portion of the Sports Arena by Sublessee and/or any assignment or attempted assignment of this Sublease by Sublessee in violation of the provisions of this Section, Landlord shall be entitled to all remedies provided for in California Civil Code Section 1995.320.

Casualty Loss.

Recoverable Destruction. If, at any time during the Term, the Sports Arena is damaged by a peril covered by the fire and extended coverage insurance policy maintained by Sublessor hereunder ("Recoverable Destruction"), then this Sublease shall remain in full force and effect.

Non-recoverable Destruction. Upon the occurrence of damage or destruction to the Sports Arena not within the definition of Recoverable Destruction, then Sublessor may, by written notice to Sublessee within sixty (60) days after the date of such damage or destruction, elect to terminate this Sublease or agree to undertake and to pay the cost (less any available insurance proceeds) to repair and restore the Parking Spaces to their condition immediately before such damage.

Reduction in Parking; Abatement of Rent. In the event that the Sublease is not terminated as provided herein, upon the occurrence of any damage or destruction to the Sports Arena which causes a reduction in the total number of parking spaces available for use in the Sports Arena, during the period commencing with the date of damage and ending with the date of completion of repair and restoration of the Sports Arena the total number of parking spaces leased to Sublessee hereunder and the Rent payable hereunder shall both be proportionately abated by multiplying such figures by a fraction, the numerator of which shall be the total number of parking spaces available for use by the Sublessee following such damage or destruction, and the denominator of which is the 60 spaces which were available in the Sports Arena prior to the damage or destruction.

Eminent Domain.

Awards. If, at any time during the Term, the whole or any part of the Sports Arena shall be taken or appropriated by any lawful power or authority by the exercise of the right of condemnation or eminent domain or sold by Sublessor pursuant to the threat thereof (collectively, "Condemnation"), the provisions of this Section shall apply.

Termination of the Sublease; Sublessor's Option. In the event of a Condemnation of the whole or substantially all of the Sports Arena, the Sublease shall terminate on the date that the condemning authority takes possession of the Sports Arena. In the event of a partial taking or appropriation in which twenty-five percent (25%) or more of the usable parking spaces in the Sports Arena are taken, Sublessor shall have the option to terminate this Sublease on the date that the condemning authority takes possession of such portion of the Sports Arena. Sublessor and Sublessee hereby waive any provision of law allowing termination of this Sublease based on a condemnation other than pursuant to the provisions of this Sublease.

Partial Taking. If the Condemnation involves a taking or appropriation of a portion of the usable parking spaces in the Sports Arena and Sublessor does not terminate this Sublease as provided above, the number of parking spaces leased to Sublessee hereunder and the Rent payable hereunder shall be proportionately abated to the extent of such Condemnation by multiplying the number of spaces leased and the Rent payable hereunder by a fraction, the numerator of which shall be the total number of parking spaces available to the Sublessee after the Condemnation, and the denominator of which shall be the number of parking spaces which were available in the Sports Arena prior to the Condemnation.

Estoppel Certificates. Sublessee shall, at any time and from time to time, within five (5) days after written request therefore by the Sublessor deliver an Estoppel Certificate and/or subordination, non-disturbance, attornment agreement to Sublessor, or to any proposed mortgagee, trustee, beneficiary, purchaser, or successor in interest, certifying that the Sublease is then in full force and effect, providing basic information concerning the Sublease, such as term, rent, and options, and setting forth the nature of any modification, defenses, or offsets claimed by Sublessee.

Attorneys' Fees. In the event any legal proceedings is brought to enforce provisions of this Sublease, the prevailing party or parties in such proceeding shall be awarded, in addition to damages, injunctive or other relief, all reasonable costs and expenses including, but not limited to, the costs of any bonds and reasonable attorneys' fees.

Notices. All notices required or permitted under this Sublease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid or by nationally or locally recognized overnight or same day delivery service which provides for acknowledgment of receipt. All notices shall be effective upon personal delivery or three (3) days after deposit in the U.S. Mail. Either party may change this notice address upon written notice to the other party.

If to Sublessor:

Arena Group 2000
c/o San Diego Sports Arena
3500 Sports Arena Blvd.
San Diego, CA 92110

Attention: Mr. Ernest Hahn

If to Sublessee:

Dixieline Lumber Company
3250 Sports Arena Blvd.

San Diego, CA 92110

Attention: Mr. Hamid Daudani

Miscellaneous.

Waiver of Default. The waiver of either party of any default in the performance by the other party of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

Successors. Subject to any restrictions on assignment set forth herein, each and every covenant and condition of this Sublease shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Interpretation. The captions for each of the paragraphs of this Sublease are inserted for convenience of reference only and shall have no effect upon the interpretation of this Sublease. If either party consists of more than one person, each person shall be jointly and severally liable hereunder. No provisions of this Sublease shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Request for Consent or Approval. Whenever under the terms of this Sublease either Sublessor's or Sublessee's consent or approval is required as a condition to action by the other party, the request for such consent or approval shall be in writing.

No Benefit to Third Parties. The parties acknowledge and agree that the provisions of this Sublease are for the sole benefit of Sublessor and Sublessee and not for the benefit, directly or indirectly, of any other person entity, except as otherwise expressly provided herein.

No Brokers. Sublessor and Sublessee each represents and covenants to the other that there are no brokerage commissions or finder's fees payable with respect to the transactions contemplated by this Sublease. Each party agrees to indemnify, defend and hold the other party harmless from and against all demands, claims, losses, liabilities, actions, causes of action or costs and expenses, including, without limitation, attorney's fees, of any kind arising out of a contention by any person or entity that any real estate commission or finder's fee is payable because of the acts of such indemnifying party. If such claim for a real estate commission or finder's fee is claimed by reason of the actions of both parties, the party whose actions first gave rise to such claims shall be responsible therefore.

Entire Instrument. This Sublease contains the parties entire agreement with respect to subject matter hereof and the parties agree and acknowledge that any and all agreements and discussions heretofore or contemporaneously made by the parties with respect to the subject matter hereof are set forth in this Sublease. This Sublease cannot be modified in any respect, except by a writing executed by both of the parties hereto.

Use of Language. Words of any gender used in this Sublease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

Severability. In the event that any provision of this Sublease is found to be invalid, unenforceable, or illegal, it shall be deemed deleted from the Sublease, and the balance of the provisions of this Sublease shall be valid and enforceable as to the parties as if the deleted portion were never a part hereof.

06/28/2004 10:29 FAX 18585469146

B8POG

IN WITNESS WHEREOF, the parties have executed this Subcase on the day and year first above written.

SUBLESSOR:

Arena Group 2000
a California Limited Partnership
By: [Signature]
Name: [Signature] (Horton)
Title: GM

SUBLEESSEE:

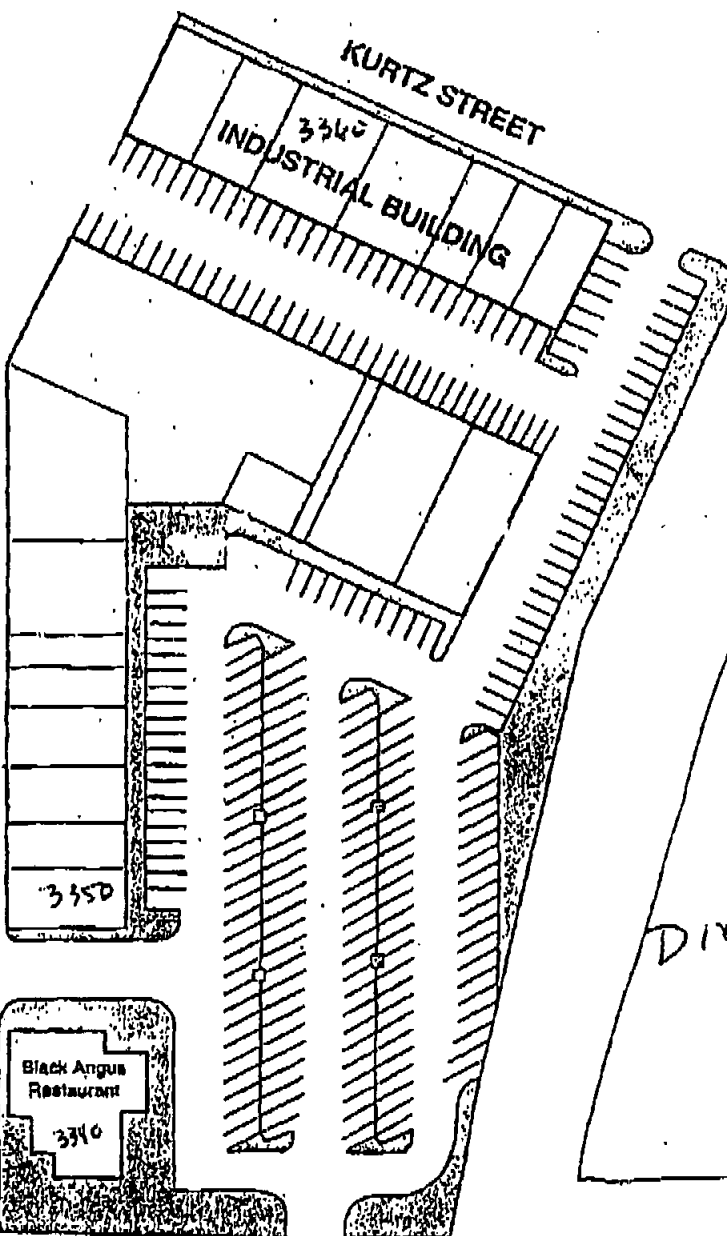
Dixieline Lumber Company
a Delaware Corporation
By: [Signature]
Name: W.S. Cowling, II
Title: President / CEO

20 SPARKS ARENA

70 Spaces - Dixieline Parking

FENCE

DRIVEWAY



SPORTS ARENA BOULEVARD

Dixieline Parking Exhibit

FIFTH AMENDMENT TO EXHIBITOR AGREEMENT

This FIFTH AMENDMENT TO EXHIBITOR AGREEMENT ("Amendment") is made and effective as of October 3, 2003 by and between SAN DIEGO ENTERTAINMENT, INC., a California corporation ("SDE"), and THE KOBAY CORPORATION, a California corporation ("Kobey"), with reference to the following facts:

A. SDE and Kobey have entered into a certain Exhibitor Agreement dated August 1, 1990, as amended by an Amendment to Exhibitor Agreement effective as of January 6, 1993, and as amended by a Second Amendment to Exhibitor Agreement effective as of October 6, 1993, and as amended by a Third Amendment to Exhibitor Agreement effective as of March 11, 1997, and as amended by a Fourth Amendment to Exhibitor Agreement effective as of June 14, 2001, (collectively, "Agreement"), pursuant to which SDE has granted to Kobey a nonassignable license to use and occupy a portion of the San Diego Sports Arena, on the terms and conditions set forth therein.

B. The parties desire to modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agreement as follows:

1. Termination Date. Subject to and upon acquisition by Arena Group 2000, L.P. ("AG2000"), a California limited partnership, of all of the outstanding stock of San Diego Arena Corporation, a California corporation which owns all of the outstanding stock of SDE, Section 2 of the Agreement shall be automatically amended, without the need to execute any additional documents, to provide that the Agreement shall terminate on July 31, 2007, unless extended by written agreement of the parties or terminated sooner as otherwise provided in the Agreement.

2. Insurance. Kobey shall carry a general liability insurance policy in the amount of Two Million Dollars (\$2,000,000) per occurrence for daily operations of the Swap Meet. The San Diego Sports Arena, the City of San Diego, San Diego Entertainment, Inc., and Arena Group 2000 shall be named as additional insureds to this policy.

3. License Fee. Kobey shall pay to SDE twenty-five percent (25%) of all sales generated from the Kobey "Auto Swap." All other costs and fees associated with the "Auto Swap" shall be the responsibility of Kobey. Any particular changes to the Conditional Use Permit and/or costs and fees to accommodate the "Auto Swap" shall be the responsibility of Kobey.

The same conditions apply to Kobey for the use of "Night Time Swap Meets" at the San Diego Sports Arena. These "Night Time Swap Meets" would occur between Memorial Day and Labor Day each year and would be subject to the conditions set within the Conditional Use Permit. SDE agrees to assist Kobey to the extent necessary in obtaining any additional permits or modifications to the Conditional Use Permit for the "Auto Swap" and the "Night Time Swap Meets." Any and all costs associated with the permitting process are solely Kobey's responsibility.

4. Licensed Area. Kobey shall deliver a schematic showing the licensed area that the "Auto Swap" shall take place during the normal working hours of the Swap Meet, which are Friday through Sunday, 7:00 a.m. to 3:00 p.m. each day. The licensed area shall be maintained by Kobey, and Kobey has the ability to take vehicles from the licensed area and randomly display them periodically adjacent to Sports Arena Boulevard.

All improvements made in the licensed area for the "Auto Swap" and "Night Time Swap Meets" shall be the responsibility of Kobey and subject to the Conditional Use Permit.

5. Events. SDE shall retain the ability and rights to booking all parking lot events and receive One Hundred Percent (100%) of the money generated from such events that take place in the parking lot at the San Diego Sports Arena. All new contracts or events booked exclusively for the parking lot, which involve the use of Saturdays and/or Sundays, will be communicated to Kobey. For events or contracts of this nature, Kobey and SDE shall work together to make the event run as smooth as possible in conjunction with the Swap Meet.

This provision specifically addresses such events as the Christmas Tree Lot Sale, Pumpkin Sale, Large Tent Sales and other events that have a significant impact on the parking at the San Diego Sports Arena that would run concurrently on weekends with the Swap Meet outside of the specified "sales area" at the Swap Meet. SDE shall retain the right to preempt the use of the Arena by Kobey on any Friday, Saturday or Sunday as specified in the Exhibitor Agreement, however, SDE shall consult with Kobey to minimize all problems associated with the preemptive usage.

6. Sponsorship. Kobey shall enter into a three-year sponsorship extension with the San Diego Sports Arena and the San Diego Gulls as part of this three-year extension (Fifth Amendment to Exhibitor Agreement). The exact details of this sponsorship and Kobey's benefits are addressed in a separate "Sponsorship Agreement" but Kobey shall pay a sponsorship fee equal to \$30,000 each year as part of this Exhibitor

Agreement. The payments shall be made on a pro rata basis weekly starting on August 1, 2004 and are in addition to any of the current obligations Kobey has with "SDE" as part of its Fourth Amendment to Exhibitor Agreement.

7. Parking Lot. Kobey shall pay a pro rata share of the recent parking lot upgrades and improvements which included but were not limited to: the resurfacing of the lot, repair, restriping, redesign, and overall improvement of its condition. Kobey's pro rata share of these improvements is \$65,720.10. This represents 30% of the total improvements that were made. As part of this Fifth Amendment to the Exhibitor Agreement, Kobey agrees to pay for 30% of additional parking lot improvement or repair that addresses similar needs. "SDE" shall notify Kobey of such improvements in advance with at least (60) day's prior notice.

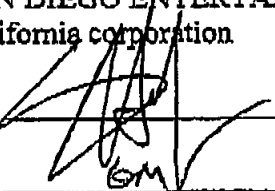
8. No Other Changes. Except as expressly set forth herein, the Agreement shall remain unmodified, in full force and effect.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one Amendment after each party has executed such a counterpart.

IN WITNESS WHEREOF the parties have executed this Fifth Amendment to Exhibitor Agreement as of the date first set forth above.

SDE:

SAN DIEGO ENTERTAINMENT, INC., a
California corporation

By: 

Its: GM 10/24/03

By: _____

Its: _____

KOBEY:

THE KOBEY CORPORATION, a
California corporation

By: Kenneth R. Paelto

Its: President 10/24/03

By: _____

Its: _____

CONSENT TO ASSIGNMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993 as subsequently amended, who entered into a Sublease Agreement ("SUBLEASE") between the above ARENA OPERATOR ("SUBLESSOR") and

RINCON TOWERS

("SUBLESSE") dated March 1, 1999.

CITY hereby consents to the assignment of all RINCON TOWERS right, title and interest in the SUBLEASE to

RICON PARTNERS, L.L.C.

pursuant to the Sale and Assignment Agreement, a copy of which is attached as Exhibit "A," effective on the closing of the proposed transaction as provided in Exhibit "A."

THE CITY OF SAN DIEGO

Date: 4-13-00

By: Jim Ferris
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Date: 4-20-00

By: Russella Dugard
Deputy City Attorney

CWG:csn-j

April 12, 2000

I:\WPO\2000\Gibson\CA-RINCON PARTNERS2.wpd

SALE AND ASSIGNMENT AGREEMENT

This Agreement is being made this ___ day of _____, 2000, by and between SEANN G. BERNSHAW (d/b/a RINCON TOWERS) having an address at 1220 Rosecrans Street, Suite 324, San Diego, California 92106 ("Seller"), and RICON PARTNERS, L.L.C., c/o AAT Communications Corp., Woodbridge Place, 517 Route One South, Iselin, NJ 08830 (hereinafter referred to as "Purchaser").

STATEMENTS OF FACT:

- I. San Diego Sports Arena Site - Seller is the Sublessor under that certain Communications Site Sublease Agreement (Building) with Arena Group 2000 L.P. for use of certain roof and other adjacent space located on or adjacent to property commonly known as the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, California ("Site Lease"), and Seller is the owner of radio communications equipment, machinery, improvements and other related and associated property interests ("Property") located therein or thereon, as more particularly described in Exhibit A attached hereto. In certain user agreements, as more particularly described in Exhibit B attached hereto, for access and use of said Property, Seller is the lessor or landlord or the successor of such interests.
- II. Purchase and Sale - Seller desires to:
 - a) sell, transfer and assign to Purchaser all of its entire interest in the Property listed on Exhibit A;
 - b) assign its entire interest in the aforementioned Site Lease to Purchaser;
 - c) assign to Purchaser its entire interest in the aforementioned user agreements and as more particularly described on Exhibit B (hereinafter referred to as the "User Agreements"),
 - d) to the extent in Seller's possession and assignable, assign to Purchaser its entire interest in all permits and licenses issued by any federal, state, local governmental authority or agency pertaining to the ownership, operating, maintenance or use of the Property (hereinafter referred to collectively as the "Permits");
 - e) to the extent in Seller's possession and assignable, assign to Purchaser its entire interest in all plans and specifications (the "Plans") relating to the Property;
 - f) to the extent assignable, assign to Purchaser its entire interest in the intangible property relating to the Property including but not limited to all trade names, building names, tower names, logos and vendor warranties (the "Intangible Property");

NOW, THEREFORE, for and in consideration of the sums and the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Purchaser agree as follows:

1. Property to be Sold - Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, assign, grant and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller all of the following property, both corporeal and incorporeal:
 - a) all of the Property;

- b) all other improvements made by Seller to the Property and adjacent Property for the benefit of the Property (collectively the "Improvements");
- c) an assignment of the Site Lease, the User Agreements and all other property interests related thereto or any of the other items referenced in Paragraph II(a)-(f) above (hereinafter referred to as the "Assignments"); and
- d) all essential books, records, documents, and other proprietary information regarding the Site Lease, the Property, the User Agreements and the users thereunder.

The above listed items (a) through (d) and all other related interests Seller has thereto are collectively hereinafter referred to as the "Assets".

2. Purchase Price. On the date of the closing of this transaction (hereinafter referred to as the "Closing"), Purchaser agrees to pay Seller, as full and complete consideration for the purchase of the Assets and for the delivery of all items listed on Exhibit C, attached hereto, the sum of .

3. Closing. The Closing of this transaction shall take place on or before _____, 2000 via the mail or at a location mutually acceptable to Seller and Purchaser. Title to the Assets and all rights related thereto shall pass and possession thereof shall be delivered to Purchaser at the Closing. Prior to the Closing, Seller shall deliver to Purchaser or its counsel all items listed on Exhibit C to be held in escrow until closing.

4. Seller's Representations, Warranties and Covenants. Seller hereby warrants, represents and covenants to Purchaser, knowing and intending that Purchaser is relying hereon in executing this Agreement, as follows: (i) It is the owner of the Assets and has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby; (ii) The Assets are free and clear of all liens, security interests, claims and encumbrances; (iii) The Assets comply, and will at the time of closing comply, with all applicable governmental laws, rules, regulations, orders and zoning ordinances and there is no basis known to Seller which would constitute non-compliance therewith; (iv) true and complete copies of the Site Lease and User Agreements will be delivered to Purchaser prior to closing and are, and will be as of the Closing, in good standing with no party thereto in breach or violation thereof and Seller has not received any advance rent or granted any concession thereunder; (v) the Site Lease and User Agreements are in full force and effect and there are no defenses, set offs or any other affirmative defenses to the enforcement thereof; (vi) except for the Site Lease and User Agreements there are no other leases, licenses, subleases, written or verbal agreements affecting the Property, and (vii) no litigation, proceeding or contingency is pending or threatened which might affect the value of the Assets or Seller's right or power to transfer the Assets to Purchaser. The foregoing shall be true, accurate and complete as of the Closing. Seller hereby agrees to indemnify and hold harmless Purchaser from any claim, expense or liability whatsoever resulting or arising from any act, negligence or omission of Seller prior to the date of Closing, including, but not limited to, expert fees, clean up costs, collection costs and attorney's fees. Purchaser and its representatives are hereby granted the right to access and enter the Property prior to closing to perform necessary inspections. All of the covenants, representations and warranties contained in this Agreement shall survive the Closing hereof.

5. Risk of Loss. The risk of loss or damage to the Assets by fire or otherwise until Closing shall remain with Seller.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

Accepted by: SEANN G. BERNSHAW
(d/b/a RINCON TOWERS)

Accepted by: RICON PARTNERS, LLC

Seller

Purchaser

By: AAT COMMUNICATION CORP., MANAGER

Seann G. Bernshaw

By: _____

Date: _____, 2000

Date: _____, 2000

INDIVIDUAL ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

BEFORE ME, the undersigned authority, on this day personally appeared: **SEANN G. BERNSHAW** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said individual(s), for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2000.

Print Name: _____
Notary Public
in and for the State of _____
County of _____
My commission expires: _____

PURCHASER ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

BEFORE ME, the undersigned authority, on this day personally appeared: _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as _____ of AAT COMMUNICATIONS CORP., Manager of RICON PARTNERS, L.L.C. for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2000.

Print Name: _____
Notary Public
in and for the State of _____
County of _____
My commission expires: _____

Exhibit A

The following is the location of the Property, equipment, and other property interests located therein.

I. Sports Arena Property.

Location: 3500 Sports Arena Boulevard, San Diego, California

Equipment and Other Property Interests

[List]

Exhibit B

The following is a complete list of (i) User Agreements for the Property, (ii) the corresponding rent for each User Agreement, as of _____, 2000, and the current status (as of the date hereof) of the payments of rent and other fees due thereunder and (iii) the corresponding operating expenses for the Property.

I. Sports Arena Property User Agreements

a) [List]

b)

c)

d)

Operating Expenses for Sports Arena Property:

1.	Lease Rent:	\$ _____
2.	County Taxes:	\$ _____ /year
3.	Power:	\$ _____ /month (average)
4.	Insurance:	\$ _____ /year
5.	Maintenance:	\$ _____ /month

Exhibit C

As a condition precedent to Purchaser's obligation to purchase the Assets, Seller must deliver all of the following in form and substance satisfactory to Purchaser:

1. An assignment of the Sports Arena lease (together with written approval of said assignment from the Lessor) under the Lease.
2. A bill of sale.
3. One or more assignments of all leases, licenses and other agreements with tenants, licensees or other users of the Property.
4. All original leases, licenses and other agreements, including amendments thereto, with tenants, licensees or other users of the Property, along with corresponding estoppel certifications for each.
5. All tax and utility bills for the Property for the two (2) years immediately prior to the Closing.
6. Copies of essential books, records, business contract liens and other proprietary information regarding the Property.
7. All keys and master keys respecting the Property and any and all parts thereof.
8. To the extent assignable, all vendor warranties respecting the Assets or any part thereof.
9. Transfer of all of Seller's right, title and interest to the Assets, free and clear of all liens, encumbrances, security interests and claims.
10. Any and all other documents and instruments reasonably required or contemplated by this Agreement or reasonably satisfactory to Purchaser's counsel.

CONSENT TO EVENTS AGREEMENT

The City of San Diego (CITY), as lessor under certain lease documents, which may be amended from time to time, and are filed in the Offices of the City of San Diego Property Department (Master Lease) with San Diego Entertainment, Inc. (LESSEE), consents to that certain Events Agreement between the above LESSEE and FC PARTNERS. Said Events Agreement, dated March 2, 1992, shall be subordinate to the Master Lease in all respects. The CITY is merely approving FC PARTNERS and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions of the Events Agreement. The CITY is not bound by any term or condition in the Events Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

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

1. Neither the Events Agreement, nor any right or interest therein, may be assigned by FC PARTNERS without the prior written consent of CITY, which shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate the Events Agreement.
2. If it should become necessary for the CITY to commence legal proceedings to collect rental, to recover possession or enforce any provision of the Events Agreement, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to reasonable attorneys' fees as determined by the court.
3. The comprehensive general liability insurance required by section 7(8) of the Events Agreement shall be in an occurrence form. FC PARTNERS shall provide CITY with a certificate of insurance evidencing required coverage. Said policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.
4. An executed Events Agreement, in the same form as the proposed Events Agreement attached, shall be delivered by LESSEE to CITY within the first ~~30~~ days following its execution.

THE CITY OF SAN DIEGO

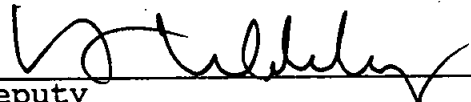
Dated 3-30-92

By *RP Randolph*
Supervising Property Agent



APPROVED AS TO FORM:
JOHN W. WITT, City Attorney

Dated 4/2/92

By 
Deputy

AGREED TO:

SAN DIEGO ENTERTAINMENT, INC.

Dated 5/13/92

By 

FC PARTNERS
By Fred Comrie, Inc.
Its Managing General Partner

Dated 4/30/92

By 
Fred Comrie, President

MLG:st(3)pc

EVENTS AGREEMENT

This EVENTS AGREEMENT ("Agreement") is entered into as of March 2, 1992 (the "Effective Date"), by and between SAN DIEGO ENTERTAINMENT, INC. ("SDEI") and FC Partners, a California general partnership ("Club Owner"), with reference to the following facts:

RECITALS

A. Pursuant to Membership Agreement dated June 14, 1990, Club Owner presently has a franchise from the International Hockey League ("IHL").

B. Club Owner owns the San Diego Gulls Hockey Club ("Club"), and desires that the Club play all its home games in the San Diego Sports Arena ("Arena") located at 3500 Sports Arena Boulevard, San Diego, California, and that Club Owner be permitted to host certain exhibition or promotional games at the Arena.

C. SDEI is the operator of the Arena and desires to grant Club Owner, as a member of the IHL, a license to use the Arena for the purposes of hosting the Club's home games and hosting certain exhibition or promotional games.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of License.

(a) SDEI hereby grants to Club Owner a license subject to the scheduling procedure set forth in Section 3 below, to use the Arena, on the terms and conditions set forth herein, for the sole purposes of: (i) hosting and having the Club play the standard IHL home game schedule of approximately forty-one (41) games ("Home Games"); (ii) hosting and having the Club play all of its home post-season playoff games ("Playoff Games"), (iii) hosting up to four (4) IHL or National Hockey League ("NHL") exhibition or promotional games ("Exhibition Games"); (iv) holding practice ice hockey sessions in the Arena; and (v) holding pre-season training camp practice ice hockey sessions. SDEI shall not grant any similar license to any other minor league hockey team during the term of this Agreement.

(b) SDEI also hereby grants to Club Owner a license to use the retail concession store and space consisting of approximately one hundred eighty (180) square feet of usable space plus an adjacent office space consisting of approximately one hundred thirty (130) square feet of usable space historically used by the Club, for the sole purpose of selling souvenirs and other non-food concession items and for related office uses (collectively, "Retail Concession Space").

2. Term of License. This Agreement shall commence on the Effective Date, and shall terminate on the later to occur of (i) the completion of the last regular season game of the Club of the 1994-1995 season or (ii) the completion of the last Playoff Game of the 1994-1995 season in which the Club is a participant, unless otherwise agreed in writing by the parties.

3. Game Schedule; Practice Sessions; Pre-Season Training Camp.

(a) The schedule for Home Games, Playoff Games and Exhibition Games (collectively referred to herein as "Scheduled Game" in the singular and "Scheduled Games" in the plural) to be played in the Arena shall be determined in accordance with the following procedure:

(1) Within ten (10) days of Club Owner's written request, SDEI shall deliver to Club Owner a list of dates ("Availability List") available for Home Games and Exhibition Games for the forthcoming hockey season. A "hockey season" generally means each annual period from May 1 to the succeeding April 30. Such Availability List shall include at least eighteen (18) Friday dates and fifteen (15) Saturday dates for Home Games.

(2) Within thirty (30) days of receipt of the Availability List, Club Owner shall select dates for all Home Games and Exhibition Games to be played that season ("Season Schedule") and shall notify SDEI of its selection in writing. No Season Schedule shall contain fewer than twenty (20) scheduled Home Games. In the event that Club Owner desires to schedule a Scheduled Game on a date not included on the Availability List, SDEI shall use reasonable efforts to accommodate Club Owner's request.

(3) Playoff Games shall be scheduled by mutual agreement, and SDEI shall use best efforts to comply with Club Owner's scheduling requests for Playoff Games.

(b) Notwithstanding anything to the contrary contained in this Agreement, Club Owner acknowledges and agrees that in the event SDEI enters into a full-season lease during the term of this Agreement with a professional NBA basketball and/or NHL hockey team, then SDEI shall be under no obligation to make any particular dates available to Club Owner, including without

limitation the Friday and Saturday dates described in Section 3(a) to the extent such dates are otherwise committed to and used by such NBA basketball and/or NHL hockey teams; provided, however, that once a Season Schedule or Playoff Game date has been agreed upon by SDEI and Club Owner, SDEI may not change the Season Schedule or Playoff Game date without Club Owner's prior approval. In the event SDEI enters into a full-season lease during the term of this Agreement with a professional NHL hockey team, Club Owner shall have the right, exercisable in its sole discretion, to terminate this Agreement by providing written notice of such termination (and specifying the date of termination) to SDEI within thirty (30) days after having received written notice from SDEI that it had entered into a full-season lease with an NHL hockey team.

(c) Club Owner shall have the right to use the Arena for the Club's hockey practice sessions, at times to be mutually agreed upon by Club Owner and SDEI, subject to availability of the Arena (which SDEI shall use reasonable efforts to make available to Club Owner), and provided that the ICE HOCKEY configuration is in place; provided, however, if Club Owner requests SDEI to set up the ICE HOCKEY configuration, Club Owner shall pay to SDEI all direct costs to set up and takedown such configuration ("Set-Up Costs") within two (2) days after the applicable practice session.

(d) Commencing at any time between September 15th and September 20th of the year during the term of this Agreement (as determined by the Club Owner), Club Owner shall have the right to use the Arena for the Club's pre-season practice training camp, at times to be mutually agreed upon by Club Owner and SDEI, subject to availability of the Arena (which SDEI shall use reasonable efforts to make available to Club Owner); provided that such pre-season hockey practice training camp shall not extend beyond fifteen (15) days after the commencement of the training camp and that each such training camp practice session shall not extend beyond five (5) hours per day and conclude not later than 4:00 p.m.

4. Consideration.

(a) In consideration of the license to use the Arena granted under Section 1(a), Club Owner shall pay SDEI a rental fee of four thousand dollars (\$4,000) for each Scheduled Game and each additional game ("Game Fee"). In addition, for each Club practice session scheduled in accordance with Section 3(c) above, Club Owner shall pay to SDEI, in addition to the Set-Up Costs described in Section 3(c), if any, the sum of \$125 as a rental fee for each two-hour practice session; provided, however, that no rental fee will be charged for practice sessions on the days that games are played or for pre-season training camp practice sessions. Within two (2) business days after each Scheduled Game, practice session or other event, Club Owner shall pay the rental fees and other charges, if any, with respect to such game,

practice or other event. In addition to the foregoing, Club Owner shall reimburse SDEI for all costs and expenses for City of San Diego ("City") personnel or services assigned to the Arena in connection with Club Owner's use of the Arena for which SDEI is required to reimburse the City.

(b) In consideration of the license to use the Retail Concession Space granted under Section 1(b), Club Owner shall pay SDEI (i) eight percent (8%) of all gross sales up to the first two hundred thousand dollars (\$200,000) of gross sales in any hockey season (including the balance, to the extent used by Club Owner, of the 1991-1992 hockey season), and (ii) four percent (4%) of all gross sales over two hundred thousand dollars (\$200,000) in any hockey season. As used herein, "gross sales" means the gross selling price of all sales (net of sales tax) made on or from the Retail Concession Space, whether earned by Club Owner or any concessionaire, licensee or other sales agent designated or authorized by Club Owner. Such payments due to SDEI shall be made on the fifth (5th) business day of each month (commencing in April 1992) with respect to all gross sales earned during the preceding month (commencing as of the Effective Date of this Agreement with respect to March 1992). Club Owner shall maintain and shall require any concessionaire, licensee or other party utilizing the Retail Concession Space to maintain complete and accurate books and records evidencing all gross sales. SDEI shall have the right (upon three (3) days' prior notice) to audit the books and records of the Club Owner during normal business hours to verify amounts due to SDEI hereunder. Such audit shall be at SDEI's cost; provided, however, that (subject to the final four sentences of this paragraph (b) if applicable) in the event such audit discloses an understatement of gross sales by seven percent (7%) or more during any hockey season or shorter period which is the subject of the audit, Club Owner shall reimburse SDEI promptly for the cost of such audit. Club Owner shall (subject to the final four sentences of this paragraph (b) if applicable) pay SDEI within two (2) business days of written notice from SDEI any amounts shown by the audit to be owed to SDEI. In the event that a dispute arises between SDEI and Club Owner with respect to any amount payable to SDEI under this Section 4(b) that cannot be resolved after fourteen (14) days' good faith discussions between the parties, then the dispute shall be submitted to an independent accounting firm selected by SDEI (but not any such firm that has previously provided services to SDEI or any of its affiliates). Within thirty (30) days of submission of relevant information to such accounting firm, such firm shall resolve such dispute by determining the amount payable to SDEI hereunder. The determination by such accounting firm shall be final and binding on the parties. SDEI and Club Owner shall each bear one-half of the fees and expenses charged by such accounting firm with respect to such matter.

(c) In consideration of SDEI providing a designated ticket office representative dedicated primarily to servicing the ticket office needs of the Club pursuant to Section 5(e), the

Club Owner will pay SDEI a monthly service fee of \$1,000, payable on the Effective Date of this Agreement for the remainder of the current month (on a pro-rata basis) and on the first (1st) business day of each month hereafter.

(d) If any amount payable by Club Owner pursuant to this Agreement is not paid by Club Owner within five (5) business days of when due, such amount shall bear interest from the date due until paid at the prime rate (as announced by Bank of America) plus two percent (2%) but in no event greater than the maximum rate permitted by law.

5. Services to be Provided by SDEI.

(a) For each Scheduled Game, SDEI shall provide, at SDEI's expense (except as otherwise set forth herein), the services ("Arena Services") described on Exhibit "A". Additionally, SDEI shall provide the following for each Scheduled Game, practice session and pre-season training camp practice session: use of the Zamboni machine, use of the locker room, adequate lighting, adequate air conditioning and ventilation, an adequate electrical score board system (for Scheduled Games but not for practice sessions), an adequate sound system (for Scheduled Games but not for practice sessions), and any other services and facilities customarily provided in the Arena in connection with other sporting events. SDEI also agrees to provide, at its sole expense, all utilities used in connection with each Scheduled Game and practice session, including gas, electricity and water, but not including telephone charges. SDEI shall also provide and maintain, at its sole expense, dasher boards, glass, goals, penalty boxes, and other game surface fixtures. The following are not included in Arena Services: (1) costs related to pre-game events more than 2 hours prior to games or post-game events more than 1 hour after event, (2) costs related to overtime games more than 1 hour after the third period ends, (3) back stage press room security, (4) stage hands, (5) any costs unrelated to normal IHL season games, (6) agency fees, (7) credit card fees, and (8) office space rent (except for the Locker Room Office described in Section 5(e) below).

(b) The Arena Services to be provided by SDEI are based on an estimate of attendance per game of up to 6,000 persons. In the event that SDEI reasonably anticipates on the basis of actual attendance history that additional ushers, security personnel, porters, ticket takers and ticket sellers are required (as reasonably determined by SDEI) to accommodate increased attendance, the consideration set forth in Section 4(b) shall be increased incrementally as the actual attendance of any Scheduled Game exceeds 6,000 persons and up to the capacity of the Arena, with \$2,000 of additional consideration being payable for capacity attendance.

(c) The Club shall have the exclusive right to the use of the Arena for the uses permitted hereunder two (2) hours

before and continuing for one (1) hour after each Scheduled Game. SDEI shall cause the Arena to be set up for playing ice hockey in accordance with the Club Owner's specifications at least two (2) hours in advance of each Scheduled Game.

(d) The Club shall have the exclusive right to the use of the Arena for the uses permitted hereunder with respect to each practice session and each pre-season training camp practice session during the scheduled time of each such practice session. SDEI shall cause the Arena to be set up for playing ice hockey in accordance with the Club Owner's specifications in advance of each such practice session.

(e) SDEI shall designate one of its ticket office personnel to serve as the ticket office representative for the Club and the primary responsibilities of such designated individual shall be to serve the ticket office needs of the Club.

(f) Club Owner shall have year-round use during the term of this Agreement of the coach/trainer office currently located in the locker room and historically used by the Club ("Locker Room Office"), consisting of approximately one hundred fifty-four (154) square feet of usable area. The Locker Room Office may be used only for general office purposes related to operation and management of the Club, and related incidental uses.

6. Allocation of Other Revenue.

(a) Except as set forth under Section 6(b), SDEI shall receive the following in connection with Scheduled Games:

(1) All parking revenues.

(2) All revenues from the sale of food concessions.

(3) Twenty-five percent (25%) of gross sales (net of sales tax) from the sale of souvenirs and all other non-food items sold in the Arena other than sales made at or from the Retail Concession Space.

Club Owner shall not be responsible for collecting and remitting to SDEI any of the revenues identified in this Section 6(a) to the extent that neither Club Owner nor any of its employees, representatives or concessionaires are involved in collecting such revenues.

(b) With respect to each Scheduled Game that has attendance of more than 4,000 spectators, the Club Owner shall be entitled to receive an amount equal to the product of (i) fifty percent (50%) of net operating income realized by SDEI with respect to revenues from parking, food concessions and sale of souvenirs and other non-food items divided by the actual

attendance multiplied by (ii) the actual attendance minus 4,000. "Attendance" means the number of persons actually attending the game, as evidenced by the turnstile count maintained by SDEI. "Net operating income" means the amounts received by SDEI from third-party facility or concession operators attributable to the sale of food, beverages and merchandise during the relevant Scheduled Game and from parking during such Scheduled Game, but excluding advertising contracts, in-house operations such as electronic games and vending machine conveniences, and new sources of revenue introduced after the Effective Date; less any direct expenses incurred by SDEI with respect to such income, which expenses shall include, without limitation, compensatory payments due and owing to the City of San Diego with respect to revenues from parking or concessions related to any such Scheduled Game and the cost of direct labor and the cost of merchandise for the applicable service or concession.

(c) Club Owner shall receive the following in connection with Scheduled Games:

(1) Television and radio revenues from broadcasts of the games.

(2) Revenues from advertising on or under the ice.

(3) Revenues from advertisements placed on the back of event tickets.

(4) Revenues from banner and dasher boards and on the back of player benches and the penalty box.

(5) Revenues from advertising over the public address system.

SDEI shall not be responsible for collecting and remitting to Club Owner any of the revenues identified in this Section 6(c) to the extent that neither SDEI nor any of its employees or representatives are involved in collecting such revenues.

7. Covenants.

(a) Club Owner hereby covenants to do the following, at Club Owner's sole expense, in connection with all Scheduled Games:

(1) Sponsor and maintain a professional hockey team with membership in good standing with the IHL or the NHL.

(2) Print programs and make them available for distribution and sale at each game.

(3) Pay all costs and expenses of printing and supplying tickets for all games.

(4) Provide general public advertising of all games.

(5) Sponsor, organize and host all Scheduled Games and pay all costs and expenses related thereto (except costs and expenses to be paid by SDEI pursuant to Section 5 above).

(6) Pay all costs and expenses of providing television coverage, if any, of the games.

(7) Provide all of the personnel necessary to officiate and administer the games, including, without limitation, referees, time and score keepers, announcers, equipment managers and games physicians.

(8) Maintain at least \$5,000,000 of general comprehensive liability insurance, naming SDEI and City (if required by City) as additional insureds covering all activities in or use of the Sports Arena by Club Owner. Such insurance shall be carried with an insurance company reasonably approved by SDEI. Such insurance policy shall contain: (a) coverage for liability for bodily injury to any player, referee, coach or other participant in a game or practice session, (b) a provision that such coverage is primary and non-contributing with any policy carried by SDEI (which shall be excess insurance), (c) a provision that no cancellation or reduction in coverage shall be effective until thirty (30) days after written notice to SDEI, (d) a cross liability endorsement if necessary to provide coverage for claims by one insured against another, and (e) insurance of Club Owner's performance of the indemnity provisions contained in this Agreement pertaining to liability for bodily injury and property damage, but the amount of such insurance shall not limit Club Owner's liability nor relieve Club Owner of any obligation hereunder. Additionally, Club Owner shall insure its personal property and Club Owner waives any and all claims with respect to such property against SDEI.

(b) Club Owner and SDEI each waives all rights of recovery against the other party, and its officers, employees, agents, representatives, tenants, subtenants, licensees and contractors for any claims for loss or damage to person or property caused by or resulting from fire or any other risks insured against under any insurance policy in force at the time of such loss or damage to the extent any insurance policy provides coverage against and covers such loss or damage. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage

covered by such policy. Club Owner shall provided to SDEI a certificate of insurance evidencing the insurance required pursuant to this Section, prior to the first use of the Arena by the Club or the Club Owner pursuant to this Agreement, and shall provide a certificate evidencing renewal prior to the expiration date of such policy. In addition to the foregoing, Club Owner shall comply with all insurance requirements of the City of San Diego made on Club Owner, from time to time, including, but not limited to, increased liability limits, additional coverage or special endorsements.

(c) Club Owner and the Club shall exclusively play all of its Home Games and Exhibition Games in the Arena; provided, however, that Club Owner and the Club shall have the right to play any number of Exhibition Games in cities with resident IHL teams ("IHL Cities") and no more than two (2) Exhibition Games per hockey season in locations other than IHL Cities.

(d) As of the Effective Date, Club Owner shall provide evidence of sufficient financing to fulfill its obligations under this Agreement, to retain qualified personnel to manage and operate the Club, and to promote the Club so as to increase fan attendance at Scheduled Games.

(e) Club Owner will not do, or suffer to be done, anything in the Arena during the term of this Agreement in violation of any laws, ordinances, rules or regulations and, if any violations are brought to the attention of Club Owner, Club Owner will immediately desist from and correct the violation to the extent required by the applicable governmental entity.

(f) Club Owner shall be responsible for, and shall pay, all federal, state, county and city taxes, charges, fees, license and permit fees, due on account of its business and other activities engaged in by Club Owner pursuant to this Agreement.

(g) For the purpose of insuring that visual materials issued by Club Owner containing references to the Arena are reasonably tasteful, Club Owner shall obtain SDEI's prior written approval of any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Club Owner containing reference to the Arena, which approval shall not be unreasonably withheld provided that such material shall use the Arena's established logo-type, trademark or service mark.

8: Box Office Hours. On days other than days when Scheduled Games are scheduled, SDEI shall operate a box office during reasonably customary times and hours at Arena for the sale of tickets to Scheduled Games. At the present time, customary operating hours of the box office shall be from 10:00 a.m. to 6:00 p.m., Monday through Friday and 12:00 p.m. to 6:00 p.m. on Saturday and only on Sundays and holidays (as needed) when hockey events are scheduled for such days. SDEI shall have the

exclusive right to handle all ticket sales for Club Owner. A game-by-game accounting shall be maintained during the term of this Agreement, whereby representatives of both parties shall tabulate ticket sales for each event.

9. Admission Price. Throughout the term of this Agreement, Club Owner shall charge the public as admission prices amounts approximately equivalent to those admission prices charged by other members of the IHL; provided, that upon prior notice to SDEI, Club Owner may offer discounts, promotional prices, promotional free admission or other pricing not equivalent to those charged by other members of the IHL as Club Owner in its reasonable discretion deems to be in the best interest of promoting the Club, except that Club Owner shall reduce or limit its use of such discounts, promotional prices or free admission upon the reasonable request of SDEI if such discounts and promotional activities result in unusually difficult management of Scheduled Games at the Arena or strained relations between SDEI and other sports teams that utilize the Arena on a full-season basis.

10. Advertising Rights. Club Owner shall provide, at its expense, an announcer for each Scheduled Game. At such reasonable time or times as it may deem appropriate, but no more than two times per period during Scheduled Games, SDEI may announce and advertise over the sound system in the Arena other events being held or to be held in the Arena, and SDEI reserves and retains the exclusive right to use and may use the display advertising capabilities and facilities and all other advertising capabilities and facilities in and about the Arena (other than those given to Club Owner in Section 6(c) hereunder) in any manner which, in its sole opinion, is desirable or appropriate, providing only that such announcements, advertisements and use do not unduly disrupt or interfere with any Scheduled Game. Club Owner shall have the right during Scheduled Games to announce over the loudspeaker system Club Owner's forthcoming events and, subject to the next sentence, advertisements. Club Owner shall not advertise at the Arena by signs, posters or any other written material, nor by any form of public announcement, (a) any sporting or other entertainment event (other than away games of the Club) that is to take place at any indoor or outdoor arena (other than the Arena), auditorium or theater; or (b) any beer or soft drink product in violation of any existing or future advertising agreement entered into by SDEI.

11. Indemnity; Release.

(a) Club Owner agrees to indemnify, protect, defend (by counsel reasonably approved by SDEI), and hold SDEI and the City harmless from all claims, loss, demands, costs, expenses (including but not limited to attorneys' fees), damages, or liabilities (collectively, "Claims") for personal injury, death or property damage, or for costs incurred for services performed or materials furnished arising from or in connection with any use

of the Arena or any breach of this Agreement by Club Owner or Club or their respective agents, representatives, managers, employees, players, performers, participants, contractors, concessionaires, licensees or invitees, including but not limited to any Claims arising from or in connection with use of the services of a physician, surgeon, ambulance service, or any other service or personnel (even though such service or personnel be made available or be obtained by SDEI) in connection with any injury or sickness occurring to any person while within or about the Arena during or in connection with any activity of Club Owner or Club; provided, however, that such indemnity shall not extend to Claims to the extent arising from the negligence or willful misconduct of SDEI or its agents, representatives, managers, employees, contractors, concessionaires, licensees or invitees (other than Club Owner or Club or their respective agents, representatives, managers, employees, players, performers, participants, contractors, concessionaires, licensees or invitees) (collectively, "SDEI Negligence or Willful Misconduct"). Club Owner hereby assumes full responsibility for the act and conduct of all persons admitted to the Arena with the consent of Club Owner, its officers, employees or agents and shall ensure that such act and conduct will be in compliance with all applicable laws, rules and regulations and consistent with the Arena's image and reputation as a community entertainment center, and shall indemnify, protect, defend and hold SDEI harmless from and against any and all Claims arising from unpermitted conduct of all such persons except to the extent arising from SDEI Negligence or Willful Misconduct.

(b) The obligation and liability of Club Owner to SDEI under Section 11(a) hereof with respect to claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(1) Within twenty (20) business days after receipt of notice by SDEI of commencement of any action or the assertion of any claim by a third party, SDEI shall give Club Owner written notice thereof together with a copy of such claim, process or other legal pleading, and the Club Owner shall have the right to undertake the defense thereof by representatives of its own choosing;

(2) In the event that Club Owner, by the 30th day after receipt of notice of any such claim (or, if earlier, by the tenth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, SDEI will (upon further notice to Club Owner) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of Club Owner subject to the right of Club Owner to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof;

(3) Notwithstanding anything to the contrary in this Section 11(b), if there is a claim that would be covered by Club Owner's indemnification obligation under Section 11(a) above, the Club Owner shall have the right, at its own cost and expense, to compromise or settle such claim, but the Club Owner shall not, without the prior written consent of SDEI (which shall not be unreasonably withheld), settle or compromise such claim or consent to the entry of any judgment with respect thereto which does not include as an unconditional term thereof either (i) the giving by the claimant or the plaintiff to SDEI a release from all liability in respect of such claim or (ii) the provision of indemnification by Club Owner to SDEI; and

(4) In connection with any such indemnification, SDEI will cooperate in all reasonable requests of Club Owner.

(c) Club Owner hereby waives, discharges and covenants not to sue SDEI or its officers, directors, shareholders, affiliates, agents, employees, successors, assigns and/or representatives with respect to any and all Claims (whether under any right of subrogation or otherwise), known or unknown, foreseen or unforeseen, which it may now have or which may arise in the future and which relate to or arise from any injury sustained by any player or other employee of the Club or any visiting team in any of the Club's Scheduled Games, practice sessions or pre-season training camp practice sessions. Club Owner hereby agrees that it understands the meaning of section 1542 of the California Civil Code as set forth below and hereby irrevocably waives the application of such section 1542 with respect to the waiver and release granted by Club Owner hereunder:

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.

(d) The provisions of this Section 11 shall survive expiration or earlier termination of this Agreement.

12. Rules and Regulations. Club Owner shall abide by such rules and regulations in connection with the operation, use and management of the Arena as may be reasonably promulgated by SDEI from time to time provided such rules and regulations are applicable to all users of the Arena and are enforced in a nondiscriminatory manner.

13. Force Majeure; Cancellation of Games.

(a) Except as otherwise specifically provided herein, if either party is delayed, hindered in or prevented from performing any act required hereunder by reason of strikes, lock-outs, labor problems, inability to procure materials, failure of power or other utilities, restrictive governmental laws or regulations, prolonged rain or other unusual or unseasonable weather conditions, riots, insurrection, war or other reason of a like nature, not the fault of the party so affected, but excluding financial ability or general economic conditions, then performance of such act shall be excused to the extent necessary as a result of such event. Provided, however, that upon an occurrence set forth in Section 13(b) below, this Section shall not excuse Club Owner's obligation to pay the amounts set forth in Section 13(b) below. Club Owner hereby waives any claim for damages or compensation (other than as set forth in Section 13(b) below) against SDEI should performance of any Scheduled Game be prevented for reasons set forth above. Club Owner shall have, at all times, final approval and control over any decision to refund tickets.

(b) In the event a Scheduled Game is cancelled due to transportation difficulties (other than a general cessation of transportation due to riots, insurrection, war or other similar event) experienced by the Club or any visiting team or the inability or failure by the opposing club to maintain a team, Club Owner shall pay SDEI any costs directly related to preparation for the game, plus the sum of \$4,000 for the cancellation of a Scheduled Game. In the event a Scheduled Game is cancelled, both parties shall attempt to find a mutually acceptable date to reschedule said game. In the event such game is rescheduled and played within the same hockey season, then SDEI shall credit the \$4,000 cancellation fee against the Game Fee charged for the rescheduled game.

14. Use of Copyrighted Materials. Club Owner shall assume all costs arising from the use of patented and/or copyrighted materials, equipment devices, processes, or dramatic rights used on or incorporated in the conduct of Scheduled Games. Club Owner agrees to indemnify, defend (by counsel approved by SDEI), protect, and hold harmless SDEI and its duly authorized representatives from all damages, costs and expenses (including but not limited to attorneys' fees) for or on the account of the use of any patented and/or copyright materials, equipment, devices, processes, or dramatic rights furnished or used by Club Owner in connection with this Agreement. In this regard, the Club Owner's attention is particularly directed to the use of copyrighted music.

15. Sale of Club. In the event that any interest in the Club or the Club Owner is sold to a third party, the result of which is that Frederick Comrie ("Comrie") does not maintain voting and operational control of the Club and the legal entity

that owns the Club then this Agreement shall automatically terminate. Any continuing relationship between SDEI and any such new owners of the Club will be subject to negotiation of a new agreement. This section shall not apply in the event of a transfer of Comrie's interest in the Club or the Club Owner to (i) a trust established for the benefit of Comrie's family members of which Comrie is the sole or, together with family members, the principal trustee, or (ii) one or more of Comrie's family members (or a trust of which they are the principal beneficiaries) in the event of Comrie's death or disability.

16. Alterations. The Club Owner shall not make, or suffer to be made, any alterations or additions (other than related to movable furniture and trade fixtures) of the Arena or any part thereof, without the prior written consent of SDEI, and any such additions to, or alterations of, the Arena, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to SDEI, subject to the rights of the City under the Sports Arena lease. The Club Owner shall keep the Arena free and clear of any liens arising out of any work performed, material furnished or obligations incurred by the Club Owner or the Club.

17. Relocation of Team. In the event the Club Owner relocates the Club to another city or jurisdiction in violation of this Agreement so that the Club no longer practices and plays its full home game schedule at the Arena, the Club Owner will pay SDEI a lump sum amount equal to (i) \$5,000 multiplied by (ii) the number of Scheduled Games for the remainder of the term of this Agreement. For purposes of determining the amount of the payment described in the preceding sentence, the number of Scheduled Games in any year for which games have not yet been scheduled shall be deemed to be forty-one (41).

18. Right to Seats. Club Owner recognizes SDEI's right to 12 seats in the owner's box, all seats in loge-section 1, rows 1 and 2, seats 1 through 12 and 100 additional seats in the loge section for each game for no charge. SDEI recognizes Club Owner's right to 12 seats in the visitor's box for the Scheduled Games. The 100 seats in the loge section will be available for sale by the Club Owner to the general public to the extent not all of the seats are requested for use by SDEI as of two hours prior to any Scheduled Games.

19. Default.

(a) Each of the following events shall be a default by Club Owner and a breach of this Agreement:

(1) The sale, transfer, conveyance, assignment or termination of the franchise of Club Owner in the I.H.L.

(2) The assignment of this Agreement or any rights hereunder by Club Owner in violation of this Agreement.

(3) The voluntary filing by or involuntary filing against (which involuntary filing remains unstayed and not dismissed within sixty (60) days after such filing) Club Owner or the Club or any partner, principal, successor or assign of Club Owner or the Club of any petition in bankruptcy or insolvency for the reorganization or appointment of a receiver or trustee, for arrangement, dissolution or liquidation, or the adjudication by any court of competent jurisdiction that Club Owner is an insolvent or bankrupt, or the making of an assignment for the benefit of creditors by Club Owner or the Club.

(4) The failure or refusal by Club Owner to pay or cause to be paid when due any consideration to be paid hereunder by Club Owner.

(5) The breach by Club Owner of any term, covenant or condition of this Agreement.

(b) SDEI shall give Club Owner written notice of any default hereunder. If the default may be cured by the payment of money, Club Owner shall have ten (10) business days from the date notice is received by Club Owner within which to cure the default. If the default is one which cannot be cured by the payment of money, Club Owner shall have thirty (30) days from the date notice is given in which to correct or cure the default.

(c) If Club Owner shall fail to cure a default within the time specified in the preceding paragraph, SDEI shall be entitled to terminate this Agreement (provided such default is not completely cured prior to any such termination), in addition to all other rights and remedies which SDEI may have hereunder or at law or in equity.

20. City Requirements. Club Owner acknowledges that SDEI is operating the Arena subject to the terms and conditions of the lease agreement ("City Lease") between the City of San Diego and SDEI, as it may be amended from time to time, and that such City Lease provided that certain contracts must be approved by the City and that no event or exhibition shall be held in the Arena which is not of the type typically held in publicly owned arenas in California. Club Owner shall comply with all City requirements with respect to the booking and promotion of events in the Arena by Club Owner. The parties acknowledge that this Agreement and the parties' obligations hereunder are subject to and contingent upon the consent of the City of San Diego pursuant to the City Lease.

21. General Provisions.

(a) Assignment. Neither this Agreement, nor any rights or interest herein, shall be assigned by Club Owner without the prior written consent of SDEI, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and shall constitute a material default entitling SDEI to terminate this Agreement. SDEI shall have the right to assign this Agreement to Arena Group 2000, a California Limited Partnership, upon the assumption by Arena Group 2000 of management and operational control of the San Diego Sports Arena.

(b) Attorneys' Fees. If either party commences legal proceedings for any relief against the other party arising out of this Agreement, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to, reasonable attorneys' fees as determined by the court.

(c) Authority. Each party represents that it has full right, power and authority to execute this Agreement and to perform its obligations hereunder, without the need for any further action under its governing instruments, and that the parties executing this Agreement on behalf of such party are duly authorized agents with authority to do so.

(d) Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each party has signed such a counterpart.

(e) Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

(f) Exhibits. All exhibits referred to herein are attached hereto and incorporated herein by reference.

(g) Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard for the principals of the conflict of laws.

(h) Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

(i) Modification, Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

(j) No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

(k) Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

SDEI's Address for Notice:

SDEI
c/o Ron Hahn/Sam Marasco
12625 High Bluff Drive
Suite 212
San Diego, CA 92130

Club Owner's Address for Notice:

FC Partners
7069 Consolidated Way
San Diego, CA 92121

Either party may change its address for notice by delivering written notice to the other party as provided herein.

(l) Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(m) Time. Time is of the essence of each provision of this Agreement.

(n) Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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

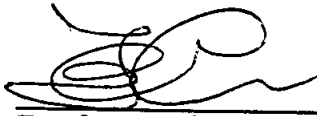
SAN DIEGO ENTERTAINMENT, INC.

By: 

Title: Chairman

FC PARTNERS

By: Fred Comrie, Inc.
Its Managing General Partner

By: 

Fred Comrie, President

[SIGNATURE PAGE TO EVENTS AGREEMENT]

EXHIBIT "A"

ARENA SERVICES

<u>Service</u>	<u>No. of Personnel/ Amount of Utilization</u>
Provide general use of the Arena for each game with access through designated gates.	4 entrances and a minimum of 4 gates.
Set up the ice rink and seating configuration for the games.	Not applicable.
Provide use of the Zamboni machine.	Before game and during intermissions. Once during each practice session.
Provide use of the locker rooms for the home and visiting teams.	Use on day of games only and during practice sessions.
Contract for the printing of all game tickets and supply game tickets to Club Owner and Arena ticket windows/booths (subject to Club Owner's obligation to pay all costs and expenses of printing and supplying tickets pursuant to Section 7).	Not applicable.
Provide use of the ticket windows/booths.	8 windows of ticket office and up to 3 booths with 2 windows each if ticket office windows not sufficient.
Provide paid parking in the Arena parking lot.	Parking for up to 4,400 vehicles.
Provide Arena personnel, (ticket booth operators, ticket collectors, security guards, ushers, engineer, laborer, nurse, PBX operator) to oversee and staff the events.	7 security personnel. 8 parking lot attendants. 8 ticket vendors depending upon day of the week of a game. 4 ticket collectors. 1 engineer. 1 day laborer. 30 ushers.

<u>Service</u>	<u>No. of Personnel/ Amount of Utilization</u>
Provide food concessions in the stands and at concession booths in the Arena.	Concessionaire determines the number of concession booths and vendors.
Provide use of souvenir display kiosks by souvenir vendors retained or licensed by Club Owner.	2 Kiosks.
If possible, provide use of TV monitors located throughout the Arena.	Use of all monitors, but production and related costs and expenses are the responsibility of Purchaser.
Provide access by television networks designated by Club Owner to cover any games.	Not applicable.

SD-~~XXXX~~
510A

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, hereby consents to that certain Sublease Agreement ("SUBLEASE") between the above ARENA OPERATOR ("SUBLESSOR") and

AT & T WIRELESS PCS

("SUBLESSEE") dated March 26, 1999.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred to as the "MASTER LEASE."

Said SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the SUBLEASE. The CITY is not bound by any term or condition in the SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. USE. Prior to making any modifications to the subleased premises, SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use, of the SUBLEASE. SUBLESSOR and SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUBLEASE complements the design and/or color scheme of the existing improvements.
- B. RENT. SUBLESSOR shall pay the CITY fifty (50%) percent of the rental proceeds from the SUBLEASE within thirty (30) days following the receipt of the monthly rent from the SUBLESSEE. The initial rental rate due to CITY is five hundred (\$500) dollars per month and is subject to a three (3%) percent annual escalation provision as described in Article 5, Rent of the SUBLEASE.
- C. EASEMENTS. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUBLESSOR and the servicing utility company.
- D. ASSIGNMENT AND SUBLEASING. SUBLESSEE shall not assign the SUBLEASE or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the

SUBLEASE.

- E. HOLD HARMLESS. SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the subleased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

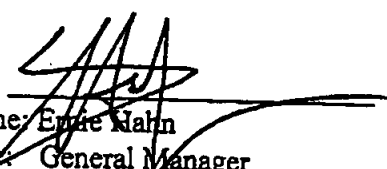
SUBLESSOR:

ARENA GROUP 2000, L.P., a
California Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

Date: _____

By: 
Name: Emye Mahn
Title: General Manager

SUBLESSEE:

AT&T WIRELESS PCS

Date: 10-19-99

By: 
Name: Paul J. Pachuta
Title: Program Manager

THE CITY OF SAN DIEGO

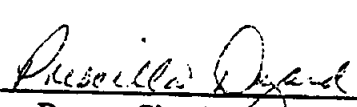
Date: 10-21-99

By: 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Date: 11-5-99

By: 
Deputy City Attorney

CWG:jmj
04/09/99

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THE CITY OF SAN DIEGO

November 8, 1999

Michael D. Gianni
AT&T Wireless Services
9805 Scranton Road, Suite 245
San Diego, CA 92121

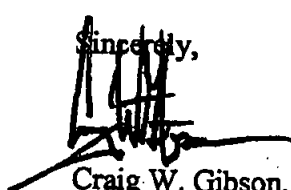
Reference: Consent to Sublease - Arena Group 2000/AT&T Wireless PCS

Dear Mr. Gianni:

Enclosed is an original of the Consent to Sublease between Arena Group 2000 and AT&T Wireless PCS for space at the San Diego Sports Arena. A duplicate original of the consent is also being sent to Lori Bianchi at the San Diego Sports Arena.

I can be contacted at (619) 236-6727 if there are any questions regarding this matter. Thank you for your assistance.

Sincerely,



Craig W. Gibson, Property Agent
Asset Management and Marketing Division

CWG:jmj

Enclosure

I:\WFO\1999\GIBSON\L-GIANNI.wpd



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

MKT: SAN DIEGO
SITE #: 890C Rosecrans/Sports Arena

COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

This Communications Site Sublease Agreement ("Agreement") is entered into this 26th day of March 1999, between AT & T Wireless PCS dba ATT Wireless Services, Inc., a Delaware Corporation, ("Sublessee"), and ARENA GROUP 2000, L.P., a California limited partnership ("Sublessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) Sublessor is the ground Sublessor of a parcel of land (the "Land") and Sublessor of a building (the "Building") located in the City of San Diego, County of San Diego, State of California, commonly known as The San Diego Sports Arena, 3500 Sports Arena Boulevard (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Sublessor hereby subleases to Sublessee approximately three hundred (300) square feet of exterior space adjacent to the Building and space on the roof of the Building for the placement of antennas and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Sublessee communications service in acceptance with the plans attached as Exhibit "B". Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises. Any modifications to the facility require prior City approval.

3. Tests and Construction.

(a) Sublessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil testing borings, other reasonably necessary tests and constructing the Sublessee Facilities (as defined in Paragraph 6(a) below). Such entrance into or on top of the Premises shall be subject to the approval of the Sublessor with respect to the schedule of events in the Building at the time.

(b) Prior to commencing construction, Sublessee shall obtain Sublessor's approval of Sublessee's construction plans and specifications, which approval shall not be unreasonably withheld. Sublessor shall give such approval or provide Sublessee with its requests for changes within ten (10) working business days of Sublessor's receipt of Sublessee's plans. If Sublessor does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans. Sublessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Sublessee's plans.

(c) Prior to commencing construction, Sublessee shall notify Sublessor as to the scheduled date of commencement of construction and installation of Sublessee Facilities not less than five (5) business days prior to commencing construction. Sublessor shall notify Sublessee within twenty-four (24) hours of Sublessee's notice to Sublessor as to whether the scheduled construction will affect events of the Sublessor and whether or not a change in the schedule of construction is necessary.

(d) As a condition and prior to commencing either testing or construction, Sublessee shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Sublessor as an additional insured party with respect to the Property, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Sublessor (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Sublessor before entry onto the Property for testing or construction by Sublessee or its agents, representatives or consultants. Also, Sublessee shall indemnify, protect, defend and hold Sublessor harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of acts or activities of Sublessee or its agents, representatives and consultants on or about the Property during testing and/or construction.

4. **Term.** The term of this Agreement shall be three (3) years commencing on the date Sublessee begins construction of Sublessee's Facilities (as defined in Paragraph 6(a) below) or no later than ten (10) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the third anniversary of the Commencement Date (the "Term") unless; otherwise terminated as provided in Paragraph 10. Sublessee shall have the right to extend the Term for five (5) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2016.

5. **Rent.** Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent Five Hundred (\$500) Dollars and the City of San Diego as rent Five Hundred (\$500) Dollars per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to Three percent (3%) of the Rent for the previous year. Rent shall be payable to Sublessor at the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919; Attention: Accounts Receivable.

6. Facilities: Utilities Access.

(a) Sublessee has the right to erect, maintain and operate on the Premises radio adjacent to the Building, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Sublessee Facilities"). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Any rooftop antennae attached to the building and visible from the ground will be painted the same color as the building. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided Sublessee repairs any damage to the Premises caused by such removal. Upon completion of the construction, Sublessee will return landscaping around the equipment room to a good condition, provided that maintenance of such landscaping will thereafter be the responsibility of Sublessor.

(b) Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessee shall have the right to draw utilities, not including electricity, from the existing utilities on the Property. Sublessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Sublessee's exclusive use). Sublessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Sublessee or to the servicing utility company at no cost to Sublessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Sublessor and the servicing utility company.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders and invitees shall have access to the equipment room without notice to Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event Sublessee needs to have access through the Building to reach its rooftop antenna installation, then this access will be requested during normal business hours or by special arrangement in the event of an emergency.

(d) Sublessor shall maintain all access to roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Sublessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for damage caused by Sublessee's negligence or Sublessee's use of such roadways.

7. Indemnification

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause

interference to Sublessor and other Sublessees or licensees of the Property, provided that their installations predate that of the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its Sublessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Sublessor, if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach of Sublessor. In the event interference occurs, Sublessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement.

8. **Taxes.** If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Except as provided immediately below, Sublessor shall pay all real property taxes attributable to the Land, assessments and deferred taxes on the Property. Sublessee shall reimburse Sublessor for any increases in real property taxes which are assessed as a direct result of Sublessee's improvements to the Land. As a condition of Sublessee's obligation to pay such tax increases, Sublessor shall provide to Sublessee the documentation from the taxing authority, indicating the increase is due to Sublessee's improvements.

9. **Waiver of Sublessor's Lien.** Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Sublessee for any reason, or for no reason, provided Sublessee delivers written notice of early termination to Sublessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Sublessee if it does not obtain or maintain, through no fault of Sublessee or failure of Sublessee to diligently pursue, any license, permit or other approval necessary for the construction and operation of the Sublessee Facilities; or (iv) by Sublessee if Sublessee is unable to occupy and utilize the Premises due to an action of the FCC, not caused by or the result of any action of Sublessee, including without limitation, a take back of channels or change in frequencies; or (v) by Sublessee at Lessee's sole discretion if Sublessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference; or (vi) by Sublessor should the Lease with the City of San Diego and Arena Group 2000 expire as a result of the demolition of the arena through redevelopment of the arena Premises; or (vii) by Sublessor for any reason, or for no reason, provided Sublessor delivers Sublessee written notice of early termination no later than 30 days prior to the Commencement Date.

11. **Destruction or Condemnation.** If the Premises or Sublessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation or the Sports Arena premises is redeveloped and the arena is demolished, Sublessee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation or demolition by giving notice to Sublessor no more than forty-five (45) days following the date of such damage, destruction, condemnation, transfer in lieu of condemnation or demolition. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees, agents, and contractors arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the property bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees, agents, and contractors arising out of or in connection with Sublessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. A copy of the policy of insurance shall be filed with the City of San Diego Real Estate Assets Department and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated or altered without thirty (30) days prior written notice to City by the insurance company.

13. **Indemnification.** Sublessee and Sublessor shall indemnify, protect, and hold each other harmless against any and all claims, demands, suites, liabilities, damages, costs, and expenses, including attorney's fees and court costs, arising in connection with the provisions of this Agreement, including, but not limited to, all claims against each other, their agents, contractors and licensees, all performers and participants in events, all employees, licensees, contractors, and concessionaires of Sublessee or Sublessor, all persons attending an event, except to the extent caused by the negligence or willful misconduct of Sublessee or Sublessor or their employees, agents, concessionaires or contractors.

14. **Assignment and Subletting.** Sublessee may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the City of San Diego and Sublessor, which consent shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this sublease. Any consideration above the Sublessee's then current Rent (pursuant to Paragraph 5 above) received by Sublessee

from the transfer, assignment, license or sublease of the Premises, shall belong to the City of San Diego and Sublessor, and be transferred to the City of San Diego and Sublessor within thirty (30) days of receipt by Sublessee, to the extent any of such consideration is solely allocable to this Agreement. Such assignment, assignment, license, or sublease shall not operate to release Sublessee of its liabilities and obligations arising hereunder after the date of such assignment.

15. Warranty of Title and Quiet Enjoyment. Sublessor warrants that: (i) Sublessor has full right to make and perform this Agreement; and (ii) Sublessor covenants and agrees with Sublessee that upon Sublessee paying the Rent and observing and performing all the terms, covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises.

16. Repairs. Sublessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Sublessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

17. Hazardous Substances. Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's actual knowledge, any third party has used, generated, stored or disposed of; or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Sublessor will not knowingly, and will not permit any third party to use, generate store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Marking and Lighting Requirements. Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC provided, however, that Sublessee shall be responsible for such requirements to the extent that the Sublessee Facilities cause any noncompliance. Should either party be cited because the Property is not in compliance and, should the responsible party fail to cure the conditions of noncompliance, the responsible may either terminate this Agreement or proceed to cure the conditions of noncompliance at the responsible party's reasonable expense, which amounts may be added to or deducted from the Rent, as the case may be.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties and consented to by City.

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

Sublessor: ARENA GROUP 2000, L.P.,
a California limited partnership
The San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 922204919

Sublessee: AT&T Wireless PCS
dba AT&T Wireless Services Inc.,
a Delaware Corporation
10000 Goethe Road
Sacramento, CA

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

(e) This Agreement shall be governed by the laws of the State of California.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Sublessee agrees to record a quit claim deed or other instrument evidencing the termination of Sublessee's interest in the Property or Land. In the event the Property is encumbered by a mortgage or deed of trust, Sublessor agrees to obtain and furnish to Sublessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

- (i) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (k) 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. The arbitrator may award the prevailing party reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

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

SUBLESSOR
ARENA GROUP 2000, L.P., a California
Limited Partnership

SUBLESSEE
AT&T Wireless PCS

By: ARENA FOUNDERS, L.P., a California
Limited Partnership, Managing General
Partner

By: FOUNDERS OF ARENA, GROUP, 2000
California Corporation, General Partner

By: [Signature]
Name: ERNE HAN
Title: General Manager
Date: 3/26/99

By: [Signature]
Name: Paul L. Lachuta
Title: Program Manager
Date: 9/27/99

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

Tax ID#: _____

MKT: SAN DIEGO
SITE #: 890C Rosecrans/Sports Arena

EXHIBIT A

DESCRIPTION OF LAND

to the Amendment dated _____ 1999, by and between ARENA GROUP 2000, California limited partnership, as Sublessor, and AT& T Wireless PCS, a Delaware Corporation as Sublessee.

The Land is described and/or depicted as follows:

or otherwise known as: The San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, California 92110-4919

APN: 441-590-04-~~000~~ 00

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 1999, by and between ARENA GROUP 2000, L.P., a California limited partnership, as Sublessor, and AT&T Wireless PCS, as Sublessee.

The Premises are described and/or depicted as follows:

This Exhibit "B" will be replaced with Final Construction, As-Built or As-Constructed Drawings when received by Lessee and initialed by Lessor.

Notes:

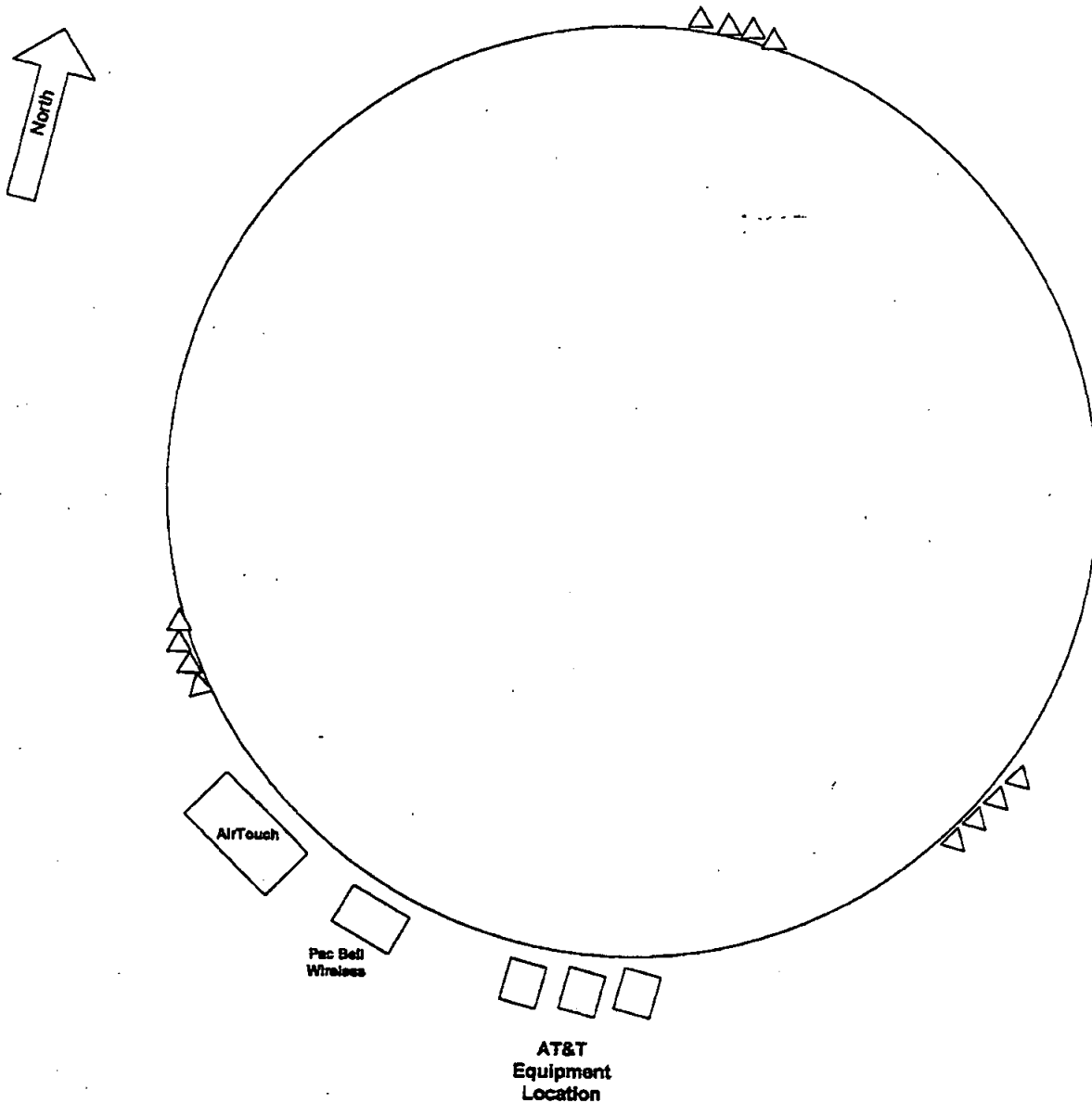
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Sublessee.
2. Setback of the Premises from the Lands boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Site # SD 010

Exhibit B

3500 Sports Arena Blvd.
San Diego CA 92110-4919

AT&T typical
Antenna

Notes:

1. This exhibit may be replaced by a survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the land's boundaries shall be the distance required by the applicable governmental authorities.
3. The type, number and mounting positions and locations of antennas, equipment, and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.



THE CITY OF SAN DIEGO

Date: August 31, 1999

Applicant: WFI, Inc. Agent for:
AT&T Wireless, Inc.
9805 Scranton Rd. Suite 245
San Diego, CA 92121
Attn: Shelly Kilbourn

Permit No.: 99-0464-18 Telecommunication Administration Review
Sports Arena, Site No. SD-010A

Addresses: 3500 Sports Arena Blvd, San Diego, CA 92110

Subject: PROPOSED MINOR TELECOMMUNICATION FACILITY

DEVELOPMENT SERVICES ACTION:

It has been determined by **Planning & Development Review** that this proposal does not substantiate a major telecommunication facility and therefore will not be required to proceed with the Conditional Use Permit process 4. This decision is based on the City of San Diego's Telecommunication Antenna Policy, City Council Policy 600-43. This proposal has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15061 (b)(3).

Development Services grants **APPROVAL** of your application subject to the following:

- Construction and operation of an unmanned telecommunications facility (Radio Base Station) 144 sq.ft. located inside a screened enclosure on the ground at the southeast side of the building.
- The project consists of three , (3) antenna arrays with four directional antennas each , for a total of 12 antennas. Antennas to be mounted on the edge of the concrete flutes not to exceed 8" inches beyond, therefore each antenna assembly to measure 7"W x 6'-3"L x 8"D.



Planning and Development Review

1222 First Avenue, MS 501 • San Diego, CA 92101-4155

Tel (619) 236-6460

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, hereby consents to that certain Sublease Agreement ("SUBLEASE") between the above ARENA OPERATOR ("SUBLESSOR") and

RINCON TOWERS

("SUBLESSEE") dated March 1, 1999.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR, and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred as the "MASTER LEASE."

Said SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the SUBLEASE. The CITY is not bound by any term or condition in the SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. USE. Prior to making any modifications to the Subleased Premises, SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use of the SUBLEASE. SUBLESSOR and SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUBLEASE complements the design and/or color scheme of the existing improvements. SUBLESSOR and SUBLESSEE shall not further sublet the Premises without the prior written consent of the CITY.
- B. RENT. SUBLESSOR shall pay the CITY fifty (50%) percent of the rental proceeds from the SUBLEASE within thirty (30) days following the receipt of the monthly rent from the SUBLESSEE. The initial SUBLEASE rental rate is five hundred (\$500) dollars per month and is subject to a three (3%) percent annual escalation provision as described in Article 5, Rent of the SUBLEASE. SUBLESSOR shall pay the CITY fifty (50%) percent of any rental proceeds received by SUBLESSOR that are attributable to further subletting of the Premises by SUBLESSEE.
- C. EASEMENTS. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUBLESSOR and the servicing utility company.

- D. ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the SUBLEASE or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the SUBLEASE.
- E. HOLD HARMLESS. SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

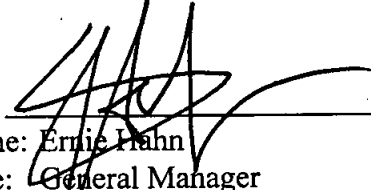
SUBLESSOR:

ARENA GROUP 2000, L.P., a California
Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

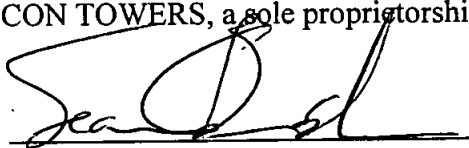
Date: 10/11/99

By: 
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

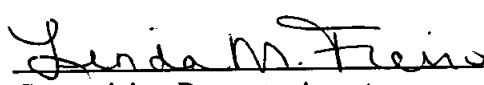
RINCON TOWERS, a sole proprietorship

Date: 10/13/99

By: 
Name: Seann G. Bernshaw
Title: Owner

THE CITY OF SAN DIEGO

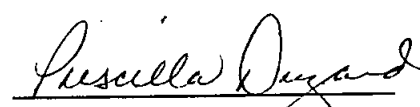
Date: 10/21/99

By: 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Date: 11-5-99

By: 
Deputy City Attorney

CWG:jmj

10/8/99

LA\WPO\1999\GIBSON\CSA-RINCON.wpd

COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

This Communications Site Sublease Agreement ("Agreement") is entered into this 1st day of March 1999, between RINCON TOWERS, a sole proprietorship, ("Sublessee"), and ARENA GROUP 2000, L.P., a California limited partnership ("Sublessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) Sublessor is the ground Sublessor of a parcel of land (the "Land") and Sublessor of a building (the "Building") located in the City of San Diego, County of San Diego, State of California, commonly known as The San Diego Sports Arena, 3500 Sports Arena Boulevard (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Sublessor hereby subleases to Sublessee approximately four hundred (400) square feet of exterior space adjacent to the Building and space on the roof of the Building for the placement of antennas and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Sublessee communications service in accordance with the plans attached as Exhibit "B". Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises. Any modifications to the property require prior City approval.

3. Tests and Construction.

(a) Sublessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil testing borings, other reasonably necessary tests and constructing the Sublessee Facilities (as defined in Paragraph 6(a) below). Such entrance into or on top of the Premises shall be subject to the approval of the Sublessor with respect to the schedule of events in the Building at the time.

(b) Prior to commencing construction, Sublessee shall obtain Sublessor's approval of Sublessee's construction plans and specifications, which approval shall not be unreasonably withheld. Sublessor shall give such approval or provide Sublessee with its requests for changes within ten (10) working business days of Sublessor's receipt of Sublessee's plans. If Sublessor does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans. Sublessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Sublessee's plans.

(c) Prior to commencing construction, Sublessee shall notify Sublessor as to the scheduled date of commencement of construction and installation of Sublessee Facilities not less than five (5) business days prior to commencing construction. Sublessor shall notify Sublessee within twenty-four (24) hours of Sublessee's notice to Sublessor as to whether the scheduled construction will affect events of the Sublessor and whether or not a change in the schedule of construction is necessary.

(d) As a condition and prior to commencing either testing or construction, Sublessee shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Sublessor as an additional insured party with respect to the Property, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Sublessor (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Sublessor before entry onto the Property for testing or construction by Sublessee or its agents, representatives or consultants. Also, Sublessee shall indemnify, protect, defend and hold Sublessor harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of acts or activities of Sublessee or its agents, representatives and consultants on or about the Property during testing and/or construction.

4. **Term.** The term of this Agreement shall be three (3) years commencing on the date Sublessee begins construction of Sublessee's Facilities (as defined in Paragraph 6(a) below) or no later than ten (10) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the third anniversary of the Commencement Date (the "Term") unless; otherwise terminated as provided in Paragraph 10. Sublessee shall have the right to extend the Term for five (5) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2016.

5. **Rent.** Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent One Thousand (\$1,000) Dollars per month ("Rent"). Within thirty (30) days of receipt of Rent from Sublessee, Sublessor shall pay the City of San Diego ("City") a sum equal to fifty percent (50%) of the Rent received from the Sublessee. All rent payable to City must be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, CA 92112-4165. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to Three percent (3%) of the Rent for the previous year. Rent shall be payable to Sublessor at the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919; Attention: Accounts Receivable.

6. Facilities: Utilities Access.

(a) Sublessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an air conditioned equipment room adjacent to the Building, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Sublessee Facilities"). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Any rooftop antennas attached to the Building and visible from the ground will be designed to complement the Building and painted the same color as the Building. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided Sublessee repairs any damage to the Premises caused by such removal. Upon completion of the construction, Sublessee will return landscaping around the equipment room to a good condition, provided that maintenance of such landscaping will thereafter be the responsibility of Sublessor.

(b) Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessee shall have the right to draw utilities, not including electricity, from the existing utilities on the Property. Sublessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Sublessee's exclusive use). Sublessor agrees to sign such documents or easements, subject to review by City, as may be required by said utility companies to provide such service to the Premises, including the grant to Sublessee or to the servicing utility company at no cost to Sublessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Sublessor and the servicing utility company and subject to review by City.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders and invitees shall have access to the equipment room without notice to Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event Sublessee needs to have access through the Building to reach its rooftop antenna installation, then this access will be requested during normal business hours or by special arrangement in the event of an emergency.

(d) Sublessor shall maintain all access to roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Sublessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for damage caused by Sublessee's negligence or Sublessee's use of such roadways.

7. **Interference.**

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause

interference to Sublessor and other Sublessees or licensees of the Property, provided that their installations predate that of the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its Sublessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Sublessor, if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach of Sublessor. In the event interference occurs, Sublessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement.

8. **Taxes.** If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Except as provided immediately below, Sublessor shall pay all real property taxes attributable to the Land, assessments and deferred taxes on the Property. Sublessee shall reimburse Sublessor for any increases in real property taxes which are assessed as a direct result of Sublessee's improvements to the Land. As a condition of Sublessee's obligation to pay such tax increases, Sublessor shall provide to Sublessee the documentation from the taxing authority, indicating the increase is due to Sublessee's improvements.

9. **Waiver of Sublessor's Lien.** Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Sublessee for any reason, or for no reason, provided Sublessee delivers written notice of early termination to Sublessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Sublessee if it does not obtain or maintain, through no fault of Sublessee or failure of Sublessee to diligently pursue, any license, permit or other approval necessary for the construction and operation of the Sublessee Facilities; or (iv) by Sublessee if Sublessee is unable to occupy and utilize the Premises due to an action of the FCC, not caused by or the result of any action of Sublessee, including without limitation, a take back of channels or change in frequencies; or (v) by Sublessee if Sublessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference; or (vi) by Sublessor should the Lease with the City of San Diego and Arena

Group 2000 expire as a result of the demolition of the arena through redevelopment of the arena Premises; or (vii) by Sublessor for any reason, or for no reason, provided Sublessor delivers Sublessee written notice of early termination no later than 30 days prior to the Commencement Date.

11. **Destruction or Condemnation.** If the Premises or Sublessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation or the Sports Arena premises is redeveloped and the arena is demolished, Sublessee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation or demolition by giving notice to Sublessor no more than forty-five (45) days following the date of such damage, destruction, condemnation, transfer in lieu of condemnation or demolition. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees, agents, and contractors arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the property bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees, agents, and contractors arising out of or in connection with Sublessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. A copy of the policy of insurance shall be filed with the City of San Diego Real Estate Assets Department and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated or altered without thirty (30) days prior written notice to City by the insurance company.

13. **Indemnification.** Sublessee and Sublessor shall indemnify, protect, and hold each other harmless against any and all claims, demands, suites, liabilities, damages, costs, and expenses, including attorney's fees and court costs, arising in connection with the provisions of this Agreement, including, but not limited to, all claims against each other, their agents, contractors and licensees, all performers and participants in events, all employees, licensees, contractors, and concessionaires of Sublessee or Sublessor, all persons attending an event, except to the extent caused by the negligence or willful misconduct of Sublessee or Sublessor or their employees, agents, concessionaires or contractors.

14. **Assignment and Subletting.** Sublessee may not assign, sublet, or otherwise transfer all or

any part of its interest in this Agreement or in the Premises without the prior written consent of the City of San Diego and Sublessor, which consent shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this sublease. Any consideration above the Sublessee's then current Rent (pursuant to Paragraph 5 above) received by Sublessee

from the transfer, assignment, license or sublease of the Premises, shall belong to the City of San Diego and Sublessor, and be transferred to the City of San Diego and Sublessor within thirty (30) days of receipt by Sublessee, to the extent any of such consideration is solely allocable to this Agreement. Such assignment, assignment, license, or sublease shall not operate to release Sublessee of its liabilities and obligations arising hereunder after the date of such assignment.

15. **Warranty of Title and Quiet Enjoyment.** Sublessor warrants that: (i) Sublessor has full right to make and perform this Agreement; and (ii) Sublessor covenants and agrees with Sublessee that upon Sublessee paying the Rent and observing and performing all the terms, covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises.

16. **Repairs.** Sublessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Sublessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

17. **Hazardous Substances.** Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's actual knowledge, any third party has used, generated, stored or disposed of; or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Sublessor will not knowingly, and will not permit any third party to use, generate store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Marking and Lighting Requirements.** Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC provided, however, that Sublessee shall be responsible for such requirements to the extent that the Sublessee Facilities cause any noncompliance. Should either party be cited because the Property is not in compliance and, should the responsible party fail to cure the conditions of

noncompliance, the responsible may either terminate this Agreement or proceed to cure the conditions of noncompliance at the responsible party's reasonable expense, which amounts may be added to or deducted from the Rent, as the case may be.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties and consented to by City.

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

Sublessor: ARENA GROUP 2000, L.P., a California limited partnership The San Diego Sports Arena 3500 Sports Arena Boulevard San Diego, CA 922204919	Sublessee: RINCON TOWERS 1220 Rosecrans Street Suite 324 San Diego, CA 92106
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Sublessor or Sublessee may from time to time designate any other address for this purpose by written notice to the other party.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Sublessee agrees to record a quit claim deed or other instrument evidencing the termination of Sublessee's interest in the Property or Land. In the event the Property is encumbered by a mortgage or deed of trust, Sublessor agrees to obtain and furnish to Sublessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by executing documentation required by the title insurance company.

- (i) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (k) 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. The arbitrator may award the prevailing party reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

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

SUBLESSOR
ARENA GROUP 2000, L.P., a California
Limited Partnership

SUBLESSEE
RINCON TOWERS

By: ARENA FOUNDERS, L.P., a California
Limited Partnership, Managing General
Partner

By: FOUNDERS OF ARENA, GROUP, 2000
California Corporation, General Partner

By: [Signature]
Name: [Signature]
Title: General Partner
Date: 2/24/99

By: [Signature]
Name: Seann G. Bernshaw
Title: Owner
Date: 2/25/99

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

Tax ID#: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Amendment dated _____ 1999, by and between ARENA GROUP 2000, California limited partnership, as Sublessor, and RINCON TOWERS, a sole proprietorship, as Sublessee.

The Land is described and/or depicted as follows:

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

PARCEL 1:

PORTIONS OF PUEBLO LOTS 241, 242, 259, 276, 311, 312, 313 AND 318 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 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 319, 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. 5628, TOGETHER WITH A PORTION OF CASE AND MC ELMER 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, 1943 IN BOOK 1143, PAGE 329 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 371.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 13°36'14" EAST, A DISTANCE OF 476.74 FEET; THENCE NORTH 36°27'26" EAST, A DISTANCE OF 246.89 FEET TO THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 318; THENCE NORTH 53°27'34" WEST, A DISTANCE OF 28.00 FEET TO THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 318; THENCE SOUTH 36°27'26" WEST ALONG THE NORTHEASTERLY LINE OF PUEBLO LOT 318, A DISTANCE OF 223.40 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 223.61 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "A"; THENCE SOUTH 26°23'41" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT "A"; A DISTANCE OF 74.98 FEET TO A POINT DISTANT NORTH 36°23'41" EAST, 158.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE NORTH 83°29'13" WEST, 233.43 FEET TO A POINT IN THE NORTHEASTERLY LINE OF PUEBLO LOT 319 DISTANT SOUTH 36°26'21" WEST, 308.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 319; THENCE NORTH 36°36'21" EAST ALONG THE NORTHEASTERLY LINE OF PUEBLO LOT 319, A DISTANCE OF 381.33 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 SOUTHEASTERLY LINE OF SAID PUEBLO LOT 319; THENCE ALONG SAID PARALLEL LINE NORTH 53°24'49" WEST, A DISTANCE OF 786.16 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF KURTZ STREET AS DEDICATED BY RESOLUTION NO. 127563 OF THE COUNCIL OF THE CITY OF SAN DIEGO, A COPY OF WHICH WAS RECORDED JULY 30, 1969 AS FILE NO. 137836 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID KURTZ STREET AS FOLLOWS:

SOUTH 36°23'21" 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; THENCE 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 33°03'38" AN ARC LENGTH OF 204.51 FEET; THENCE SOUTH 24°31'31" WEST, A DISTANCE OF 391.88 FEET; THENCE SOUTH 12°39'00" WEST, A DISTANCE OF 368.25 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 13°36'14" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 77°23'46" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 13°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.

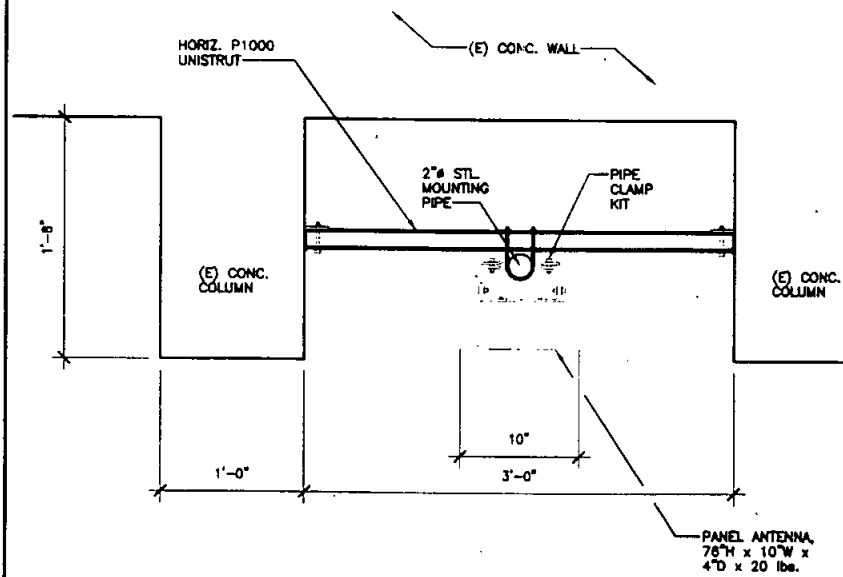
PARCEL 2:

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, 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 725.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 13°36'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 77°23'46" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 13°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.

or otherwise known as: The San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, California 92110-4919

APN: 441-590-04-00

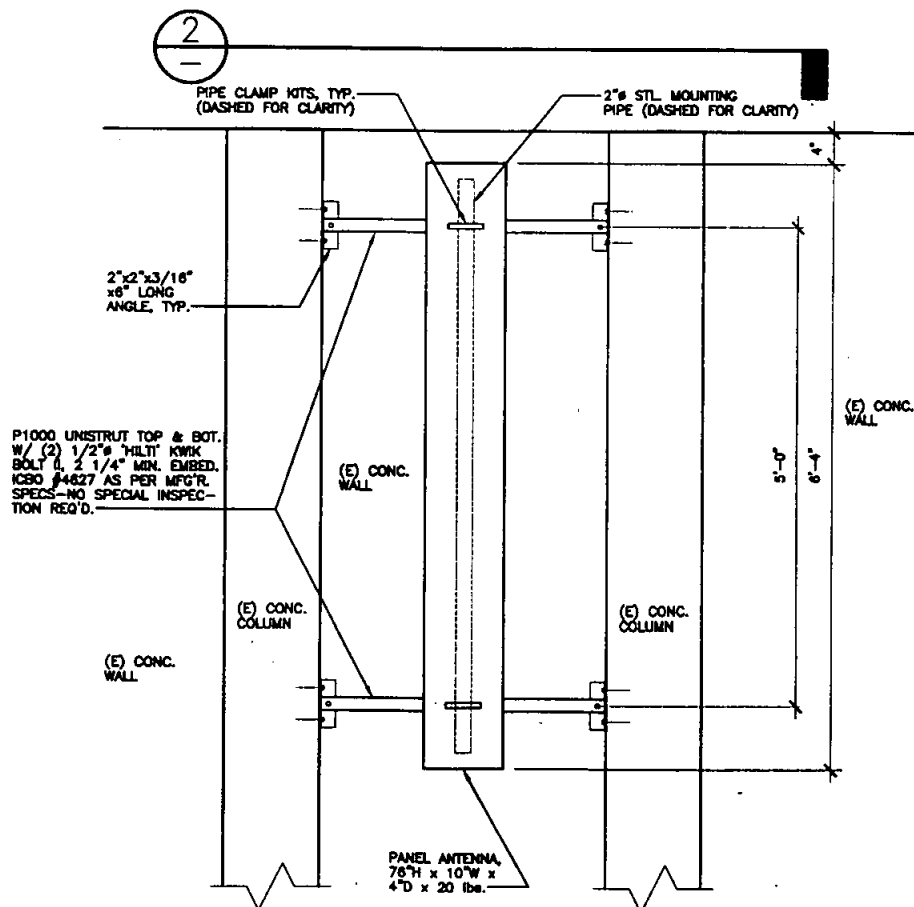


SCALE: -

PANEL ANTENNA MOUNTING

SCALE: $\frac{3}{4}" = 1'-0"$

2



SCALE: -

PANEL ANTENNA MOUNTING

SCALE: $\frac{1}{2}" = 1'-0"$

1

CONSENT TO SUBLEASE AGREEMENT

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

San Diego Entertainment, Inc.

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

Peninsula Bank of San Diego, a State Chartered Bank

(SUBLESSEE) dated November 23, 1993. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

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

1. ASSIGNMENT AND SUBLEASING: Sublessee shall not assign the ATM Lease or sublet the premises or any part thereof without the prior written consent of Lessee and The City of San Diego, hereafter, "CITY". An assignment by operation of law shall automatically terminate the ATM Lease.
2. HOLD HARMLESS: Sublessee shall assume the defense of, indemnify and save harmless Lessee and City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises or from any act or omission of Sublessee, his agents and invitees.
3. INSURANCE: Sublessee shall be insured by an insurance carrier acceptable to the Lessee and City against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with City and shall name the "THE CITY OF SAN DIEGO" as additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to City by the insurance company.
4. LEGAL PROCEEDINGS: Should it become necessary for Lessee or City to commence legal proceedings to recover possession or enforce any other provision of the ATM Lease, Sublessee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

5. SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain Operating Sublease dated August 6, 1971, as amended by an Amendment to Operating Sublease effective on December 1, 1987, filed as Document No. RR-269856 in the Office of the City Clerk and further amended by a Second Amendment to Operating Sublease effective March 29, 1993, filed as Document No. RR-281708 in the Office of the City Clerk and as amended between the sublessor herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Operating Sublease notwithstanding any provision hereof contrary to or in conflict with said agreement.

6. RELOCATION OR ALTERATIONS: Sublessee shall not relocate or alter premises without the prior written consent of Lessee and City. No permanent improvements shall be made which obstruct the flow of foot traffic in the outer concourse.

7. SIGNS: In no event shall exterior signs be installed.

8. INCIDENTAL USE: The use and activities provided for in the ATM Lease are incidental to the uses authorized in the Master Lease and are for the convenience of patrons of the Sports Arena only.

THE CITY OF SAN DIEGO

Dated 12-22-93

By *Mary G. Miller*
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 12/20/93

By *V. W. Delaney*
Chief Deputy

PENINSULA BANK/OF SAN DIEGO

Dated 1-27-94

By *J. Hullett*
Title: EVP/CAD

SAN DIEGO ENTERTAINMENT, INC.

Dated 1-3-94

By *Jeffrey B. [Signature]*
Title: VP

Dated 1-9-94

By *[Signature]*
Title: President

ATM LEASE

This ATM Lease ("Lease"), dated as of Nov 23, 1993, is entered into by and between Arena Group 2000 dba SD Sports Arena, a Limited Partnership ("Landlord"), and PENINSULA BANK OF SAN DIEGO, a State Chartered Bank ("Tenant").

ARTICLE 1 Premises

1.1 Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, a portion of that certain real property, commonly known as San Diego Sports Arena and located at 3500 Sports Arena Blvd., San Diego, California, as more particularly described in Exhibit "A" attached hereto (the "Property"), located within the Concourse of the San Diego Sports Arena Building (the "Concourse"), consisting of approximately 15 feet by 30 feet, as more particularly described in Exhibit "B" attached hereto (the "Premises") for the purpose of allowing Tenant to install, maintain and operate a free standing Automated Teller Machine, and all improvements, related thereto, including any subsequent alterations or additions made by Tenant as permitted herein (collectively, the "ATM").

1.2 Access. Landlord hereby grants to Tenant, its customers, agents, invitees, employees, and such other persons who may need to enter the Premises incident to Tenant's intended use, an easement for ingress and egress to use, operate, service and maintain the ATM, and to use and enjoy, in common with Landlord and any other tenants, their customers, agents, invitees, employees and independent contractors, the parking areas, ramps, driveways, sidewalks, loading docks, trash areas, approaches, entrances, exits and roadways (collectively, the "Common Areas") which Landlord agrees to provide for the reasonable operation of the Property, and for such other purposes as are necessary to Tenant's intended use of the Premises. The easement shall be deemed to be appurtenant to the leasehold and a renewal of this Lease pursuant to Paragraph 2.2 below, shall constitute a renewal of said easement for a co-extensive term. Landlord shall provide Tenant, its employees, agents, and such other persons who may need to enter the Premises to operate, service and maintain the ATM, access to the ATM on a 24-hour basis each and every day of the Term, as defined in Article 2, at no cost to Tenant.

1.3 Relocation of Premises. Should Tenant in its reasonable discretion determine that the ATM should be moved to another location within the Concourse, Landlord and Tenant shall diligently, reasonably, and in good faith cooperate to redefine the Premises and relocate the ATM. Landlord, at its sole cost, shall stub to the new Premises those utilities more particularly described in Exhibit "C". Tenant shall be responsible for all other costs and expenses relating to, or in any way connected with the relocation of the ATM.

1.4 Landlord's Representation. Landlord warrants and represents that (a) the Premises are zoned for the purposes contemplated by this Lease; (b) this Lease is not in violation of any other agreements of Landlord respecting the Property of which the Premises are a part; and (c) at

its own expense, Landlord will do all acts necessary to assure that Tenant's use of the Premises as contemplated by this Lease is in compliance with the Subdivision Map Act.

ARTICLE 2

Term

2.1 Primary Term. Tenant shall have and hold the Premises for a primary term of three (3) years (the "Primary Term") to commence on the earlier of (i) January 1, 1994 or (ii) the date Tenant opens the ATM for business (the "Commencement Date"). If Landlord, for any reason, is unable to deliver the Premises to Tenant on January 1, 1994, in addition to any other remedies of Tenant under this Lease, at law or in equity, this Lease shall be voidable at the option of Tenant.

2.2 Extended Term. Unless either Landlord or Tenant gives written notice to the other as provided in Section 18.9 no later than ninety (90) days prior to the end of the Primary Term, or any extension thereof, then the term of this Lease shall automatically be extended for successive periods of one (1) year each (the "Extended Term(s)"), subject to the same covenants, conditions and provisions as the Primary Term. Such notice shall set forth that party's intent to terminate the Lease and prevent an automatic one (1) year extension. Each Extended Term shall commence on the day next following the expiration of the Primary Term or the preceding Extended Term, as the case may be (the Primary Term and any Extended Terms are herein collectively referred to as the "Term").

ARTICLE 3

Contingencies to Lease

3.1 Tenant's Contingencies. This Lease is contingent upon satisfaction of the following, which Tenant shall in good faith use reasonable efforts to obtain as soon as possible:

a. Obtaining the approval of this Lease and the transaction contemplated by this Lease by the Board of Directors of the Peninsula Bank of San Diego.

b. Receipt of all approvals, consents, permits or authorizations of all applicable governmental or regulatory authorities who may have jurisdiction over the banking activities associated with Tenant's installation, maintenance and operation of the ATM, including, without limitation, the FDIC and the State of California Banking Department.

c. Tenant's reasonable satisfaction that all necessary utilities and services which Tenant may require to operate the ATM are available to the Premises.

Notwithstanding anything to the contrary herein contained, if Tenant, despite its good faith efforts is unable to satisfy the foregoing within one hundred and twenty (120) days after the execution of this Lease, Tenant or Landlord may cancel this Lease by delivering written notice to the other of its intention to cancel hereunder; provided, however, that Tenant shall have an

additional sixty (60) days within which to satisfy such contingencies, if Tenant delivers written extension notice to Landlord prior to the expiration of the one hundred and twenty (120) day period. Failure to satisfy such contingencies prior to the expiration of such sixty (60) day period shall entitle either party hereto to cancel this Lease by delivering written notice to the other party. Cancellation of this Lease pursuant to the terms of this paragraph shall release Landlord and Tenant from any and all obligations under this Lease arising after the date of such cancellation.

3.2 Landlord's Deliveries. This Lease is contingent upon Landlord obtaining and delivering to Tenant within thirty (30) days after execution of this Lease, in a form reasonably acceptable to Tenant, the following:

a. Written consent of any lender, ground landlord, master landlord, general partner or any other person whose consent to this Lease is required.

b. A nondisturbance agreement, in a form reasonably acceptable to Tenant, from any person or entity having a mortgage, deed of trust or lien against the Property or the Premises which protects Tenant's quiet use, enjoyment and occupancy of the Premises and rights under the Lease in the event of a foreclosure of any such mortgage, deed of trust or lien encumbering the Premises or Property.

Landlord shall diligently and in good faith attempt to satisfy the foregoing contingencies. Notwithstanding anything to the contrary herein contained, if Landlord does not obtain and deliver to Tenant such written consent within this thirty (30) day period, Tenant shall have the option of canceling this Lease by delivering written notice to Landlord. Cancellation of this Lease pursuant to the terms of this paragraph shall release Landlord and Tenant from any and all obligations under this Lease owing after the date of such cancellations.

ARTICLE 4 Installation

4.1 Access. Prior to the Commencement Date, Landlord grants Tenant reasonable access to the Premises for the purposes of designing and installing the ATM, and to take such other action as may be necessary for Tenant to commence installation of the ATM as soon as possible after the execution of this Lease.

4.2 Utilities. On or before November 29, 1993, Landlord, at its sole cost, shall to stub to the Premises those utilities more particularly described in Exhibit "C". Tenant shall be responsible for all other costs and expenses relating to, or in any way connected with the installation of the ATM.

4.3 Additional Alterations. During the Term of the Lease, Tenant shall have the right to make such additional alterations, additions, or improvements to the Premises, which Tenant may reasonably deem necessary in connection with the operation of the ATM.

4.4 Good and Workmanlike Installation. The ATM and any later alterations, additions or improvements to the Premises shall be installed in good and workmanlike manner in accordance with all applicable laws and regulations. Tenant shall save and hold Landlord and the Premises and any improvements thereon free of and harmless from any cost, charge, expense or lien arising from or on account of such work.

ARTICLE 5 Use and Maintenance of ATM

5.1 Use. Tenant may use the Premises for the installation, maintenance and operation of the ATM and for such other purposes incidental or related thereto. Tenant shall not use the Premises for any other purpose. Tenant shall use reasonable efforts to operate the ATM on a 24-hour basis each and every day of the Term, subject to routine maintenance and Tenant's right to make such reasonable alterations, repairs and additional maintenance as the Tenant deems reasonably necessary. Tenant shall operate the ATM and use the Premises in compliance with all applicable laws and regulations. Tenant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners/occupants of adjacent properties. During the Term of the Lease, Tenant agrees to reasonably maintain and service the ATM and keep the Premises in good condition and repair.

5.2 Security. Tenant shall be responsible for providing such security for the ATM as Tenant deems reasonably necessary; provided, however, that Landlord shall exercise reasonable care to protect the ATM from destruction, vandalism, theft and any other acts or events which may injure the ATM and Tenant. Landlord shall notify Tenant immediately of any destruction, vandalism or theft, or attempts thereof, and of any irregularities or malfunctions in the operation of the ATM which may come to its attention. Nothing herein however, shall be construed to require Landlord to hire additional employees or engage the services of any security agency or company for the protection of the ATM.

5.3 Access. Landlord shall provide reasonable access to the ATM for use by all Sports Arena patrons, including, without limitation, swap meet customers, parking lot event participants, and such other employees, agents, tenants, independent contractors and invitees that have access to the Property. Landlord shall not obstruct, or allow its employees, agents, customers, invitees, or other persons to obstruct the ATM from plain view by parking vehicles, displaying, unloading or storing merchandise, or placing signs or other obstructions in the vicinity of the ATM, or in any other way to cause such obstruction.

5.4 Change in Business Operations. It is understood that a material factor inducing Tenant to enter into this Lease is Landlord's current business operations. Accordingly, Landlord shall immediately notify Tenant in writing of any material change in its business operations, and should Tenant in its reasonable discretion decide that such change shall substantially interfere with its intended use of the Premises, Tenant, in addition to any other rights or remedies that it may have, may at its option, terminate this Lease by delivering written notice to Landlord, and thereafter the parties shall be relieved of all further obligations under this Lease.

5.5 Maintenance of Property. Landlord shall maintain the Property in good condition and repair during the Term of this Lease.

ARTICLE 6 Ownership and Removal of the ATM

6.1 Tenant's Personal Property. Landlord and Tenant agree that the ATM and all improvements Tenant installs on the Premises are not and shall not be considered a part of the realty but shall at all times remain the personal property of Tenant. At the expiration or earlier termination of the Lease, Tenant shall have a reasonable amount of time not to exceed 15 days, and reasonable access to the Premises in order to remove the ATM. Subject to Tenant's right to remove the ATM, Tenant shall surrender the Premises upon such expiration or termination of the Lease in as close to the same condition as has existed prior to the beginning of this Lease as is reasonably possible, ordinary wear and tear, condemnation and damage or destruction excepted. Tenant agrees to repair (or to reimburse Landlord for the cost of repairing) any damage to the Property occasioned by the removal of the ATM.

6.2 Landlord's Personal Property. All improvements (including but not limited to, cement work, electrical, conduits and foundations) made by Landlord to the boundary of the Premises shall be owned by Landlord.

ARTICLE 7 Consideration

Landlord desires an ATM on the Property. In consideration of Tenant's agreement to install, operate and maintain the ATM, Landlord agrees to lease the Premises to Tenant for the Term and upon the terms and conditions contained in this Lease without any obligation of Tenant to pay rent or any other sums.

ARTICLE 8 Utilities and Taxes

8.1 Utilities. Landlord shall provide to the Premises twenty-four (24) hours a day, three hundred sixty-five (365) days a year, without charge to Tenant, all utilities, including, but not limited to, electricity and telephone service necessary to install, operate and maintain the ATM during the Term, as more particularly described on Exhibit "C"; provided, however, that Tenant shall pay for telephone service attributable solely to the use and operation of the ATM if Tenant receives its own bill for such service, or if Tenant is not billed separately, Tenant shall reimburse Landlord for telephone service attributable solely to the use and operation of the ATM within 10 days after receiving from Landlord (i) written notice that such amounts are due and owing, and (ii) a copy of such portion of the telephone bill that indicates the telephone service attributable solely to the use and operation of the ATM.

8.2 Taxes. Landlord shall pay prior to delinquency all real property taxes and assessments on the Premises. Tenant shall pay prior to delinquency any personal property taxes on the ATM.

ARTICLE 9

Insurance

9.1 Insurance. Tenant shall procure and maintain during the Term of this Lease, without expense to Landlord, such liability and property insurance on the ATM and the Premises as Tenant deems reasonably necessary. Landlord shall procure and maintain during the Term of this Lease, without expense to Tenant, such liability and property insurance on the Property as Landlord deems reasonably necessary.

9.2 Waiver of Subrogation. Each party waives all rights of recovery against the other party, and its officers, employees, agents and representatives, for any claims for loss or damage to person or property caused by or resulting from any risks insured against by the other party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage covered by the policy.

ARTICLE 10

Damage or Destruction

In the event of damage to or destruction of the ATM, and provided Tenant receives sufficient insurance proceeds to repair any such damage or destruction, Tenant shall diligently restore the Premises to substantially the same condition as it was immediately prior to such damage or destruction; provided, however, that if (i) the insurance proceeds, in Tenant's reasonable judgment, are not readily available or are insufficient to make such repairs, or (ii) such damage or destruction occurs within the last one (1) year of the Primary Term or during any Extended Term(s) hereof, Tenant shall have the right to terminate this Lease by giving to Landlord written notice of Tenant's election to terminate within sixty (60) days following the event of damage or destruction. Notwithstanding the foregoing, Landlord shall be responsible for repairing any damage or destruction which is the result of any act or omission of Landlord or its employees and agents. If existing laws do not permit restoration, either party may terminate this Lease by giving written notice thereof to the other.

ARTICLE 11

Default and Remedies Upon Default

11.1 Tenant Default/Remedies. As used in this Lease "Tenant Default" means Tenant's failure to perform any obligation of Tenant required by this Lease within thirty (30) days after delivery to Tenant of a written notice describing such breach with reasonable particularity; provided, however, that if such breach cannot be reasonably cured within such 30-day period,

and provided that Tenant has commenced such cure and diligently and in good faith continues to cure such breach, Tenant shall have such additional time as reasonably necessary to cure such breach. In the event of any material Tenant Default, Landlord shall have all available remedies at law or in equity, including termination of this Lease in the manner authorized by law; provided, however, Tenant shall have the right thereafter to diligently remove the ATM and to restore the Premises to as close to the same condition as had existed prior to the beginning of this Lease as is reasonably possible.

11.2 Landlord Default/Remedies. As used in this Lease "Landlord Default" means Landlord's failure to perform any obligation of Landlord required by this Lease within thirty (30) days after delivery to Landlord of a written notice describing such breach with reasonable particularity; provided, however, that if such breach cannot be reasonably cured within such 30-day period, and provided Landlord has commenced such cure and diligently and in good faith continues to cure such breach, Landlord shall have such additional time as reasonably necessary to cure such breach. In the event of any material Landlord Default, Tenant shall have all available remedies at law or in equity, including the right to terminate this Lease by delivering written notice to Landlord; provided, however, Tenant shall have the right thereafter to diligently remove the ATM and to restore the Premises to as close to the same condition as had existed prior to the beginning of this Lease as is reasonably possible.

ARTICLE 12 Assignment and Subletting

Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Neither merger, reorganization or acquisition by or of Tenant, an assignment to a parent or affiliate of Tenant, nor on assignment or transfer to or by any Federal or State Banking agency, shall be deemed an assignment or sublease for purposes of this Article 12 and Landlord's consent shall not be required in connection therewith.

ARTICLE 13 Estoppel Certificate

Each party (as "Responding Party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and (ii) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of the requesting party. At the Requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Lease is

in full force and effect, without modification except as may be represented by the Requesting Party and (ii) there are no uncured defaults in the Requesting Party's performance.

ARTICLE 14

Landlord's Representation/Hazardous Materials

14.1 **Hazardous Materials Defined.** "Hazardous Materials" means any substance the presence of which requires investigation, remediation or disclosure under any federal, state or local statute, regulation, ordinance, policy or common law, or which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance, or the amendments thereto including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.). "Hazardous Materials" include, without limitation, asbestos, urea, gasoline, diesel fuel and all other petroleum hydrocarbons.

14.2 **Landlord's Hazardous Materials Representations and Indemnity.** To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that except as otherwise disclosed in writing to Tenant and as of the date of this Lease, (i) there are no Hazardous Materials in, on, under, below or otherwise located on or about the Property, except for normal office and cleaning supplies provided all such supplies are stored and disposed of in compliance with all laws and regulations, and (ii) there is no threatened release or migration of any Hazardous Materials onto, beneath, upon or about the Property. Landlord shall indemnify, protect, defend and hold Tenant, its successors, assigns and subtenants, agents, employees, officers and directors harmless from any and all losses, damages, liabilities, judgments, costs, claims, expenses, penalties, including but not limited to attorneys' fees, court costs and consultant fees (i) arising out of or involving any Hazardous Materials existing on the Property prior to the date of this Lease, (ii) due to Landlord's breach of its foregoing representation, or (iii) due to Landlord's, acts or omissions with respect to Hazardous Materials beneath, on, upon or about the Property. Landlord's obligations under this section shall survive the termination or earlier expiration of the Lease.

ARTICLE 15

Tenant's Exclusive Right to Operate ATM

15.1 **Exclusive Right.** Landlord covenants that during the Term of this Lease, Tenant shall have the exclusive right to install, operate and maintain an ATM, or similar automated banking device, on the Property. Landlord agrees that any lease, license, easement or similar agreement it enters into during the Term of this Lease shall recognize Tenant's exclusive rights under this Lease and shall expressly prohibit any other persons or entities from operating an ATM or similar automated banking device on the Property, or any portion thereof.

15.2 **Enforcement of Exclusive Right.** Landlord, at its sole cost, diligently and in good faith shall enforce the restrictions set forth in this Article; provided, however, that if Landlord

fails to enforce such restrictions within thirty (30) days after written demand from Tenant, Tenant shall have the right, but not the obligation, to enforce such restrictions, and Landlord shall indemnify Tenant for all costs and expenses, including attorneys' fees and court costs, incurred by Tenant in enforcing such restrictions. Tenant's recovery of such costs and expenses shall be in addition to any other remedies of Tenant under this Lease, at law or in equity.

ARTICLE 16 Condemnation

16.1 Appropriation Defined. In the event of any taking prior to the expiration or termination of the Term, to all or any part of the Premises and/or Property, or any portion thereof, by reason of any exercise of the power of eminent domain (whether by condemnation proceeding or otherwise), or by reason of any transfer prior to the expiration or termination of the Term hereof, of all or any part of the Premises and/or Property, or any interest therein, made in avoidance of such an exercise, the rights and obligations of Landlord and Tenant with respect thereto shall be as set forth in this Article. Such taking or transfer are all hereinafter referred to as "Appropriation."

16.2 Tenant Options Upon Appropriation. In the event of Appropriation of the Premises, or any portion thereof, Tenant shall have the option of either: (i) relocating the ATM to another portion of the Property reasonably acceptable to Landlord, if Tenant reasonably determines that it would be practicable and reasonable to operate an ATM on the remainder of the Property not included in the Appropriation; or (ii) terminating the Lease by delivering written notice to Landlord within sixty (60) days after Tenant receives notice from Landlord of such Appropriation. In the event Tenant elects to relocate, Landlord shall reasonably cooperate with Tenant in effecting such relocation, and Landlord shall be responsible for stubbing utilities to the new Premises and Tenant shall be responsible for installing and relocating the new ATM. In the event of Appropriation of any portion of the Property such that the Tenant reasonably deems that the Premises would not be practicably and reasonably suited for Tenant's operation of the ATM, this Lease may be terminated by Tenant as of the date of such Appropriation, by delivering written notice to Landlord within sixty (60) days after Tenant receives notice from Landlord of such Appropriation. If Tenant does not elect to terminate, this Lease shall continue in full force and effect.

ARTICLE 17 Quiet Enjoyment

During the Term, Landlord covenants with Tenant that Tenant shall peaceably and quietly have, hold and enjoy the Premises.

ARTICLE 18
General Provisions

18.1 Entire Agreement. This Lease contains the entire agreement between the parties and it cannot be altered or modified in any way except in writing signed by the parties.

18.2 Waiver. Any failure of either party to insist upon strict observance of any covenant, condition or provision of this Lease in any one or more instance(s) shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, condition or provision of this Lease.

18.3 Attorneys' Fees. Should either party hereto employ an attorney for the purpose of enforcing or construing this Agreement or any judgment or award based on this Agreement in any legal proceeding whatsoever, including without limitation insolvency, bankruptcy, arbitration, declaratory relief or other proceeding, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and expenses, and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment or final order issued in that proceeding. The "prevailing party" means the party determined by the court or other tribunal to most nearly prevail and not necessarily the one in whose favor a judgment, award or other decision is rendered. Any expenses, attorneys' fees and costs incurred in enforcing any judgment or award, including any appeals, shall be recoverable as a separate item; and this provision shall be severable from the other provisions of this Agreement and shall survive and shall not be deemed merged into the judgment or award.

18.4 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18.5 Headings. The headings contained herein are for convenience of reference only and in no way shall define, increase, limit or describe the scope or intent of any provision of this Lease. In this Lease whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the neuter includes the feminine and/or masculine, and the singular number includes the plural, and conversely.

18.6 Advertisement. The Tenant shall have no obligation, but shall have the option, to market or advertise the ATM.

18.7 Time and Applicable Law. Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed and construed in accordance with the laws of the State of California.

18.8 Memorandum of Lease. Either Landlord or Tenant shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

18.9 Notice. Any notice, request, demand or other communication required or permitted to be given hereunder shall be in writing, unless otherwise provided, and shall be deemed duly given if delivered personally or by courier (effective on delivery) or sent by certified mail, postage prepaid (effective five days after mailing), addressed to the parties as follows:

If to Landlord:

Arena Group 2000
3500 Sports Arena Blvd
San Diego, CA 92106
Attn: Jeff Quinn

If to Tenant:

PENINSULA BANK OF SAN DIEGO
1331 Rosecrans Street
Post Office Box 6502
San Diego, CA 92166-0502
Attn: L.L. Willette
EVP/CAO

Either party may change its delivery address by giving written notice to the other party as provided herein. All such notices, requests, demands, or other communications may also be given by facsimile, telecopier, telex, telegram or cable, provided the same shall be confirmed by letter dispatched on the same date and otherwise in accordance with the requirements described above. In such event, such notices, requests, demands or other communications shall be deemed given on the date of the actual transmission to the recipient of the facsimile, telecopy, telex, telegram or cable, provided such notices are delivered before

11:00 a.m. on a day when the administrative offices of the party to whom it is transmitted are open for business.

This Lease has been executed in San Diego, California, as of the date set forth at the beginning hereof.

Landlord:

Arena Group 2000,
a Limited Partnership

By: [Signature]

Title: VP

By: [Signature]

Title: President

Tenant:

PENINSULA BANK OF SAN DIEGO,
a State Chartered Bank

By: [Signature]

Title: EVP/CAO

By: _____

Title: EVP/COO

Exhibit B

Premises

Automated Teller Machine (ATM) to be located against the outside wall of the Outer Concourse mid-way between the West and North Entrances to the Arena as indicated on the attached layout of the San Diego Sports Arena.

INTERIOR SIGN LOCATIONS

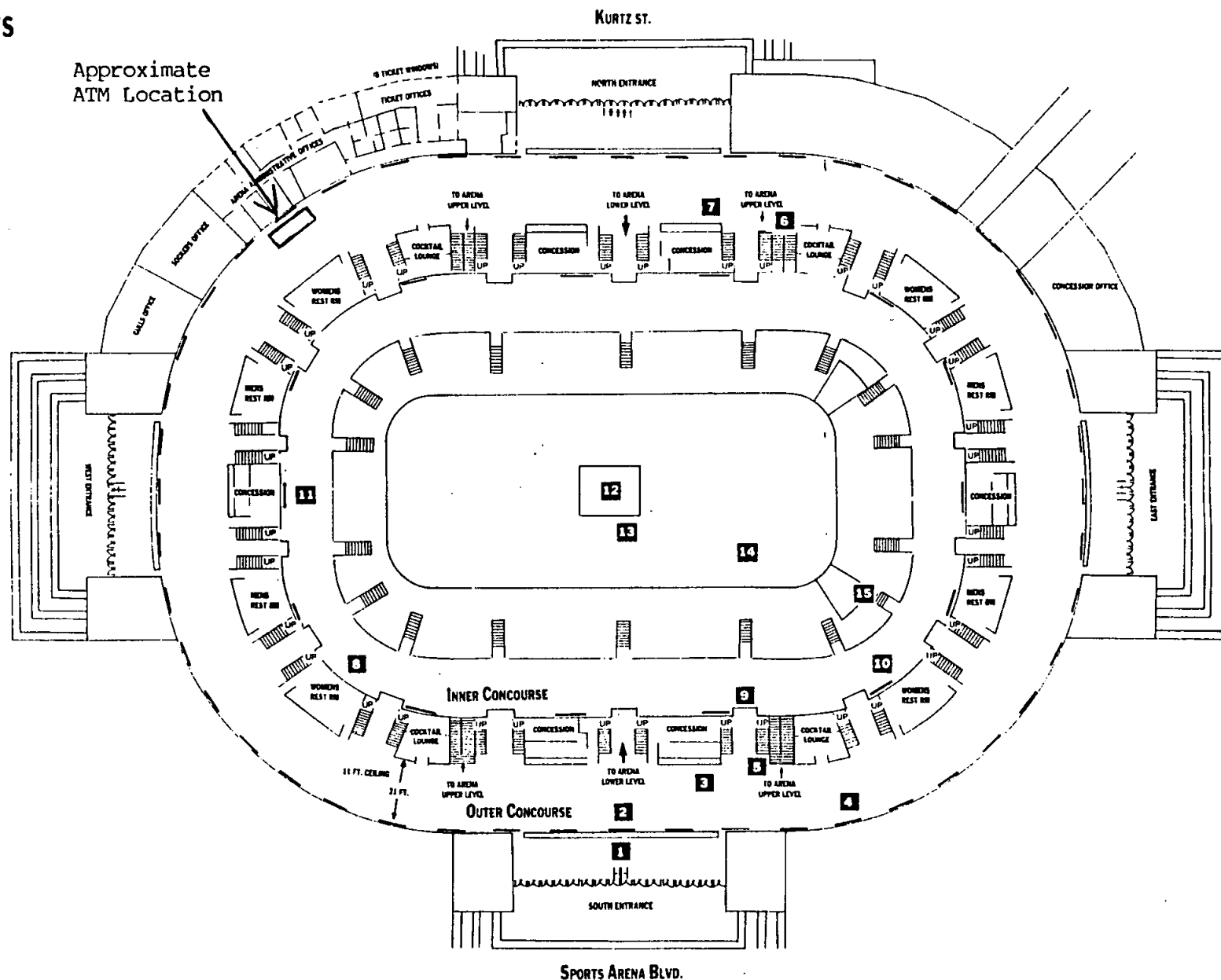
LEGEND

OUTER CONCOURSE

- 1** ENTRANCE SIGNS
- 2** EXIT SIGNS
- 3** CONCESSION STAND SIGNS
- 4** QUADRANT SIGNS
- 5** PATRON TUNNEL WALL SIGNS
- 6** ARENA CLUB SIGNS
- 7** TV MONITOR SIGNS

INNER CONCOURSE

- 8 CONOURSE WALL SIGNS**
- 9 PATRON TUNNEL OVERHEAD SIGNS**
- 10 PRESS LEVEL SIGNS**
- 11 AUXILIARY SCOREBOARD SIGNS**
- 12 MAIN SCOREBOARD SIGNS**
- 13 ROTATING PANEL SIGNS**
- 14 CEILING - SUSPENDED SIGNS**
- 15 PLAYER TUNNEL SIGNS**



SAN DIEGO
SPORTS
Arena

Exhibit C

Utilities Landlord shall stub to Premises

- 1.) One (1) Dedicted 120 volt AC/20AMP/Isolated ground electrical circuit. (machine)
- 2.) One (1) 120 Volt AC/20 AMP electrical circuit. (Utility)
- 3.) One (1) Voice-grade telephone line. (Utility)
- 4.) One (1) 4 - wire Data line to terminate at the main telephone backboard. Line to be in appropriate conduit.
- 5.) Supply appropriate accomodations for security package.
- 6.) Lighting on machine at all operational times to be a minimum of 12 footcandles.
- 7.) ATM location must structurally accomodate a machine weighing one ton.

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, hereby consents to that certain Sublease Agreement ("SUBLEASE") between the above ARENA OPERATOR ("SUBLESSOR") and

AT & T WIRELESS PCS

("SUBLESSEE") dated March 26, 1999.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred to as the "MASTER LEASE."

Said SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the SUBLEASE. The CITY is not bound by any term or condition in the SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. USE. Prior to making any modifications to the subleased premises, SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use, of the SUBLEASE. SUBLESSOR and SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUBLEASE complements the design and/or color scheme of the existing improvements.
- B. RENT. SUBLESSOR shall pay the CITY fifty (50%) percent of the rental proceeds from the SUBLEASE within thirty (30) days following the receipt of the monthly rent from the SUBLESSEE. The initial rental rate due to CITY is five hundred (\$500) dollars per month and is subject to a three (3%) percent annual escalation provision as described in Article 5; Rent of the SUBLEASE.
- C. EASEMENTS. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUBLESSOR and the servicing utility company.
- D. ASSIGNMENT AND SUBLEASING. SUBLESSEE shall not assign the SUBLEASE or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the

SUBLEASE.

- E. HOLD HARMLESS. SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the subleased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

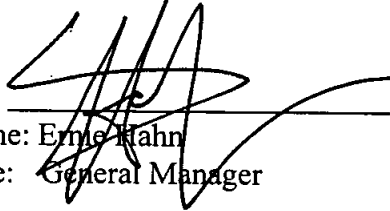
SUBLESSOR:

ARENA GROUP 2000, L.P., a
California Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

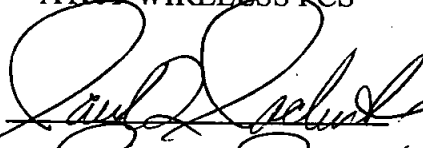
Date: _____

By: 
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

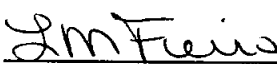
AT&T WIRELESS PCS

Date: 10-19-99

By: 
Name: Paul H. Sachuta
Title: Program Manager

THE CITY OF SAN DIEGO

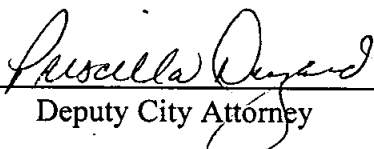
Date: 10-21-99

By: 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Date: 11-5-99

By: 
Deputy City Attorney

CWG:jmj

04/09/99

I:\WPO\1999\GIBSON\CSA-AT&T WIRELESS.wpd

MKT: SAN DIEGO
SITE #: 890C Rosecrans/Sports Arena

COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

This Communications Site Sublease Agreement ("Agreement") is entered into this 26th day of March 1999, between AT & T Wireless PCS dba ATT Wireless Services, Inc., a Delaware Corporation, ("Sublessee"), and ARENA GROUP 2000, L.P., a California limited partnership ("Sublessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) Sublessor is the ground Sublessor of a parcel of land (the "Land") and Sublessor of a building (the "Building") located in the City of San Diego, County of San Diego, State of California, commonly known as The San Diego Sports Arena, 3500 Sports Arena Boulevard (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Sublessor hereby subleases to Sublessee approximately three hundred (300) square feet of exterior space adjacent to the Building and space on the roof of the Building for the placement of antennas and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Sublessee communications service in acceptance with the plans attached as Exhibit "B". Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises. Any modifications to the facility require prior City approval.

3. Tests and Construction.

(a) Sublessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil testing borings, other reasonably necessary tests and constructing the Sublessee Facilities (as defined in Paragraph 6(a) below). Such entrance into or on top of the Premises shall be subject to the approval of the Sublessor with respect to the schedule of events in the Building at the time.

(b) Prior to commencing construction, Sublessee shall obtain Sublessor's approval of Sublessee's construction plans and specifications, which approval shall not be unreasonably withheld. Sublessor shall give such approval or provide Sublessee with its requests for changes within ten (10) working business days of Sublessor's receipt of Sublessee's plans. If Sublessor does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans. Sublessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Sublessee's plans.

(c) Prior to commencing construction, Sublessee shall notify Sublessor as to the scheduled date of commencement of construction and installation of Sublessee Facilities not less than five (5) business days prior to commencing construction. Sublessor shall notify Sublessee within twenty-four (24) hours of Sublessee's notice to Sublessor as to whether the scheduled construction will affect events of the Sublessor and whether or not a change in the schedule of construction is necessary.

(d) As a condition and prior to commencing either testing or construction, Sublessee shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Sublessor as an additional insured party with respect to the Property, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Sublessor (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Sublessor before entry onto the Property for testing or construction by Sublessee or its agents, representatives or consultants. Also, Sublessee shall indemnify, protect, defend and hold Sublessor harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out acts or activities of Sublessee or its agents, representatives and consultants on or about the Property during testing and/or construction.

4. **Term.** The term of this Agreement shall be three (3) years commencing on the date Sublessee begins construction of Sublessee's Facilities (as defined in Paragraph 6(a) below) or no later than ten (10) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the third anniversary of the Commencement Date (the "Term") unless; otherwise terminated as provided in Paragraph 10. Sublessee shall have the right to extend the Term for five (5) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2016.

5. **Rent.** Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent Five Hundred (\$500) Dollars and the City of San Diego as rent Five Hundred (\$500) Dollars per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to Three percent (3%) of the Rent for the previous year. Rent shall be payable to Sublessor at the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919; Attention: Accounts Receivable.

6. Facilities: Utilities Access.

(a) Sublessee has the right to erect, maintain and operate on the Premises radio adjacent to the Building, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Sublessee Facilities"). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Any rooftop antennae attached to the building and visible from the ground will be painted the same color as the building. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided Sublessee repairs any damage to the Premises caused by such removal. Upon completion of the construction, Sublessee will return landscaping around the equipment room to a good condition, provided that maintenance of such landscaping will thereafter be the responsibility of Sublessor.

(b) Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessee shall have the right to draw utilities, not including electricity, from the existing utilities on the Property. Sublessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Sublessee's exclusive use). Sublessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Sublessee or to the servicing utility company at no cost to Sublessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Sublessor and the servicing utility company.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders and invitees shall have access to the equipment room without notice to Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event Sublessee needs to have access through the Building to reach its rooftop antenna installation, then this access will be requested during normal business hours or by special arrangement in the event of an emergency.

(d) Sublessor shall maintain all access to roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Sublessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for damage caused by Sublessee's negligence or Sublessee's use of such roadways.

7. Interference

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause

interference to Sublessor and other Sublessees or licensees of the Property, provided that their installations predate that of the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its Sublessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Sublessor, if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach of Sublessor. In the event interference occurs, Sublessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement.

8. **Taxes.** If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Except as provided immediately below, Sublessor shall pay all real property taxes attributable to the Land, assessments and deferred taxes on the Property. Sublessee shall reimburse Sublessor for any increases in real property taxes which are assessed as a direct result of Sublessee's improvements to the Land. As a condition of Sublessee's obligation to pay such tax increases, Sublessor shall provide to Sublessee the documentation from the taxing authority, indicating the increase is due to Sublessee's improvements.

9. **Waiver of Sublessor's Lien.** Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Sublessee for any reason, or for no reason, provided Sublessee delivers written notice of early termination to Sublessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Sublessee if it does not obtain or maintain, through no fault of Sublessee or failure of Sublessee to diligently pursue, any license, permit or other approval necessary for the construction and operation of the Sublessee Facilities; or (iv) by Sublessee if Sublessee is unable to occupy and utilize the Premises due to an action of the FCC, not caused by or the result of any action of Sublessee, including without limitation, a take back of channels or change in frequencies; or (v) by Sublessee at Lessee's sole discretion if Sublessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference; or (vi) by Sublessor should the Lease with the City of San Diego and Arena Group 2000 expire as a result of the demolition of the arena through redevelopment of the arena Premises; or (vii) by Sublessor for any reason, or for no reason, provided Sublessor delivers Sublessee written notice of early termination no later than 30 days prior to the Commencement Date.

11. Destruction or Condemnation. If the Premises or Sublessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation or the Sports Arena premises is redeveloped and the arena is demolished, Sublessee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation or demolition by giving notice to Sublessor no more than forty-five (45) days following the date of such damage, destruction, condemnation, transfer in lieu of condemnation or demolition. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees, agents, and contractors arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the property bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees, agents, and contractors arising out of or in connection with Sublessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. A copy of the policy of insurance shall be filed with the City of San Diego Real Estate Assets Department and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated or altered without thirty (30) days prior written notice to City by the insurance company.

13. Indemnification. Sublessee and Sublessor shall indemnify, protect, and hold each other harmless against any and all claims, demands, suites, liabilities, damages, costs, and expenses, including attorney's fees and court costs, arising in connection with the provisions of this Agreement, including, but not limited to, all claims against each other, their agents, contractors and licensees, all performers and participants in events, all employees, licensees, contractors, and concessionaires of Sublessee or Sublessor, all persons attending an event, except to the extent caused by the negligence or willful misconduct of Sublessee or Sublessor or their employees, agents, concessionaires or contractors.

14. Assignment and Subletting. Sublessee may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the City of San Diego and Sublessor, which consent shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this sublease. Any consideration above the Sublessee's then current Rent (pursuant to Paragraph 5 above) received by Sublessee

from the transfer, assignment, license or sublease of the Premises, shall belong to the City of San Diego and Sublessor, and be transferred to the City of San Diego and Sublessor within thirty (30) days of receipt by Sublessee, to the extent any of such consideration is solely allocable to this Agreement. Such assignment, assignment, license, or sublease shall not operate to release Sublessee of its liabilities and obligations arising hereunder after the date of such assignment.

15. Warranty of Title and Quiet Enjoyment. Sublessor warrants that: (i) Sublessor has full right to make and perform this Agreement; and (ii) Sublessor covenants and agrees with Sublessee that upon Sublessee paying the Rent and observing and performing all the terms, covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises.

16. Repairs. Sublessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Sublessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

17. Hazardous Substances. Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's actual knowledge, any third party has used, generated, stored or disposed of; or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Sublessor will not knowingly, and will not permit any third party to use, generate store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Marking and Lighting Requirements. Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC provided, however, that Sublessee shall be responsible for such requirements to the extent that the Sublessee Facilities cause any noncompliance. Should either party be cited because the Property is not in compliance and, should the responsible party fail to cure the conditions of noncompliance, the responsible may either terminate this Agreement or proceed to cure the conditions of noncompliance at the responsible party's reasonable expense, which amounts may be added to or deducted from the Rent, as the case may be.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties and consented to by City.

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

Sublessor: ARENA GROUP 2000, L.P.,
a California limited partnership
The San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 922204919

Sublessee: AT&T Wireless PCS
dba AT&T Wireless Services Inc.,
a Delaware Corporation
10000 Goethe Road
Sacramento, CA

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

(e) This Agreement shall be governed by the laws of the State of California.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Sublessee agrees to record a quit claim deed or other instrument evidencing the termination of Sublessee's interest in the Property or Land. In the event the Property is encumbered by a mortgage or deed of trust, Sublessor agrees to obtain and furnish to Sublessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) 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. The arbitrator may award the prevailing party reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

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

SUBLESSOR
ARENA GROUP 2000, L.P., a California
Limited Partnership

SUBLESSEE
AT& T Wireless PCS

By: ARENA FOUNDERS, L.P., a California
Limited Partnership, Managing General
Partner

By: FOUNDERS OF ARENA, GROUP, 2000
California Corporation, General Partner

By: [Signature]
Name: ERNE HAHN
Title: General Manager
Date: 3/26/99

By: [Signature]
Name: Saul L. Sachuta
Title: Program Manager
Date: 9/21/99

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

Tax ID#: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Amendment dated _____ 1999, by and between ARENA GROUP 2000, California limited partnership, as Sublessor, and AT& T Wireless PCS, a Delaware Corporation as Sublessee.

The Land is described and/or depicted as follows:

or otherwise known as: The San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, California 92110-4919

APN: 441-590-04-~~000~~ 00

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 1999, by and between ARENA GROUP 2000, L.P., a California limited partnership, as Sublessor, and AT&T Wireless PCS, as Sublessee.

The Premises are described and/or depicted as follows:

This Exhibit "B" will be replaced with Final Construction, As-Built or As-Constructed Drawings when received by Lessee and initialed by Lessor.

Notes:

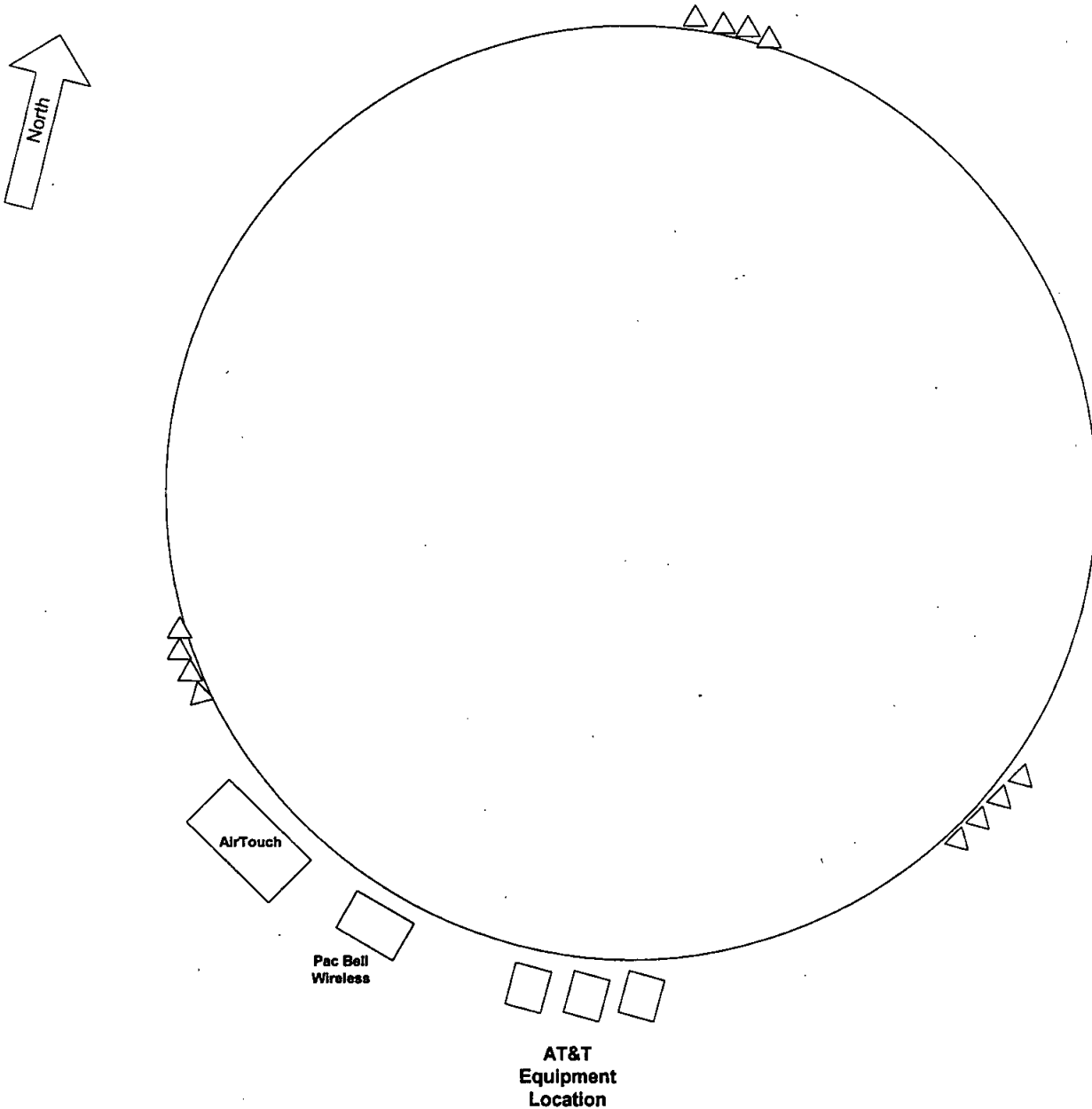
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Sublessee.
2. Setback of the Premises from the Lands boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Site # SD 010

Exhibit B

3500 Sports Arena Blvd.
San Diego CA 92110-4919

AT&T typical
Antenna

Notes:

1. This exhibit may be replaced by a survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the land's boundaries shall be the distance required by the applicable governmental authorities.
3. The type, number and mounting positions and locations of antennas, equipment, and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.



THE CITY OF SAN DIEGO

Date: August 31, 1999

Applicant: WFI, Inc. Agent for:
AT&T Wireless, Inc.
9805 Scranton Rd. Suite 245
San Diego, CA 92121
Attn: Shelly Kilbourn

Permit No.: 99-0464-18 Telecommunication Administration Review
Sports Arena, Site No. SD-010A

Addresses: 3500 Sports Arena Blvd, San Diego, CA 92110

Subject: PROPOSED MINOR TELECOMMUNICATION FACILITY

DEVELOPMENT SERVICES ACTION:

It has been determined by **Planning & Development Review** that this proposal does not substantiate a major telecommunication facility and therefore will not be required to proceed with the Conditional Use Permit process 4. This decision is based on the City of San Diego's Telecommunication Antenna Policy, City Council Policy 600-43. This proposal has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15061 (b)(3).

Development Services grants **APPROVAL** of your application subject to the following:

- Construction and operation of an unmanned telecommunications facility (Radio Base Station) 144 sq.ft. located inside a screened enclosure on the ground at the southeast side of the building.
- The project consists of three , (3) antenna arrays with four directional antennas each , for a total of 12 antennas. Antennas to be mounted on the edge of the concrete flutes not to exceed 8" inches beyond, therefore each antenna assembly to measure 7"W x 6'-3"L x 8"D.

Planning and Development Review

1222 First Avenue, MS 501 • San Diego, CA 92101-4155

Tel (619) 236-6460



CONSENT TO SUB-SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR" or "SUBLESSOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, who entered into a sublease agreement with

RINCON TOWERS

("SUBLESSEE" or "SUB-SUBLESSOR") dated March 1, 1999 hereby consents to that certain Sub-sublease Agreement ("SUB-SUBLEASE") between SUB-SUBLESSOR and

METRICOM, INC., a Delaware Corporation

("SUB-SUBLESSEE") dated February 10, 2000.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR, and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred as the "MASTER LEASE."

Said SUB-SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUB-SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE and this consent shall control and supersede any inconsistent or contrary provisions in the SUB-SUBLEASE. The CITY is not bound by any term or condition in the SUB-SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. USE. Prior to making any modifications to the Sub-subleased Premises, SUB-SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use of the SUBLEASE. SUB-SUBLESSOR and SUB-SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUB-SUBLEASE complements the design and/or color scheme of the existing improvements.
- B. RENT. SUBLESSOR shall pay the CITY fifty (50%) percent of any rental proceeds received by SUBLESSOR that are attributable to further subletting of the Premises by the SUB-SUBLESSOR.

SB R

- C. EASEMENTS. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUB-SUBLESSOR and the servicing utility company.
- D. ASSIGNMENT AND SUBLEASING: SUB-SUBLESSEE shall not assign the SUB-SUBLEASE or further sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the SUB-SUBLEASE.
- E. HOLD HARMLESS. SUB-SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUB-SUBLESSEE, his agents and invitees; provided, however, SUB-SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUB-SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUB-SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- H. SUBORDINATION. This consent permits a SUB-SUBLEASE of a portion of the premises covered by the MASTER LEASE between the LESSEE herein and the CITY. The SUB-SUBLEASE is subject and subordinate to the covenants and conditions of said MASTER LEASE notwithstanding any provision hereof contrary to or in conflict with said agreements.

SUBLESSOR:

ARENA GROUP 2000, L.P., a California
Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

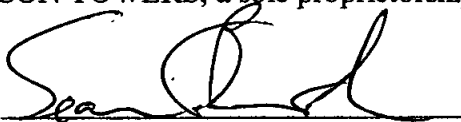
Date: _____

By: _____
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

RINCON TOWERS, a sole proprietorship

Date: 3/6/00

By: 
Name: Seann G. Bernshaw
Title: Owner

SUB-SUBLESSEE:

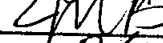
METRICOM, INC., a Delaware Corporation

Date: _____

By: 
Name: DICK L. AU
Title: VICE PRESIDENT
CORPORATE OPS.

MAR 01 2000

Approved As To Form
ROW Legal Department

By: 
Date: 3/1/00

SUBLESSOR:

ARENA GROUP 2000, L.P., a California
Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

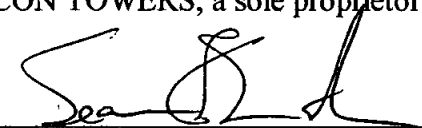
Date: 3/3/00

By: 
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

RINCON TOWERS, a sole proprietorship

Date: 3/6/00

By: 
Name: Seann G. Bernshaw
Title: Owner

SUB-SUBLESSEE:

METRICOM, INC., a Delaware Corporation

Date: _____

By: _____
Name: _____
Title: _____

THE CITY OF SAN DIEGO

Date: 3/30/00

By: Emilio
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM AND
LEGALITY:

CASEY GWINN, City Attorney

Date: 4/13/00

By: Priscilla Dwyer
Deputy City Attorney

CWG:jmj

Communication Facility Lease

T HIS COMMUNICATION FACILITY LEASE (this "Lease") is made as of _____, 2000 (the "Effective Date"), by and between RINCON TOWERS, a sole proprietorship, as lessor ("Lessor"), and METRICOM, INC., a Delaware corporation, as lessee ("Metricom").

1. **PREMISES.** Lessor is the SubLessee of that certain real property located at 3500 Sports Arena Boulevard in the City of San Diego, State of California, commonly known as Sports Arena, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"). Lessor derives its right to sublease to Metricom from that certain Communications Site Sublease Agreement dated March 1, 1999 between Lessor as SubLessee and Arena Group 2000, L.P. as SubLessor (the "Site Sublease"), a copy of which is attached hereto as **Exhibit D**. Arena Group 2000, L.P. derived its right to sublease to Lessor from that certain Operating Sublease filed in the office of the City Clerk as Document RR-281708-3 dated March 29, 1993 between Arena Group 2000, L.P. as the operating SubLessee and San Diego Entertainment, Inc. as the operating SubLessor. San Diego Entertainment, Inc. derived its right to enter into the Operating Sublease through that certain Operating Agreement dated August 6, 1971 with the City of San Diego, the owner of the Property. The consent to this Lease from Arena Group 2000, L.P. and the City of San Diego as required by the Site Sublease is attached hereto as **Exhibit E**. Lessor hereby leases to Metricom certain portions of the roof and a portion of exterior space (collectively, the "Premises") of the Sports Arena building (the "Building") located on the Property. The Premises are more particularly described on **Exhibit B** attached hereto and incorporated herein by reference. Metricom shall have the right to use the Premises for the purpose of installing, removing, replacing, modifying, maintaining, and operating a communications facility including (without limitation) up to three (3) equipment cabinets; up to sixteen (16) radios/antennas; and associated equipment, fixtures, and cabling (collectively the "Communication Equipment").
2. **TERM OF LEASE.** The initial term (the "Term") of this Lease shall be thirty-six (36) calendar months commencing upon the start of installation of the Communication Equipment (the "Commencement Date") in and about the Premises and expiring on the date which is thirty-six (36) calendar months thereafter. Metricom shall have the right to extend the Term for five(5) successive thirty-six (36) month terms (the "Renewal Terms") on the same terms and conditions. This Lease shall automatically be extended for each successive Renewal Term unless Metricom notifies Lessor of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term. Notwithstanding anything contained herein to the contrary, this SubLease shall terminate upon expiration of the underlying Master Sublease between Arena Group 2000, L.P., and Rincon Towers.
3. **RENT AND COSTS.** Metricom shall pay Lessor Eighty Seven Thousand Dollars (\$52,000.00) as full rental for the initial Term (the "Rent"), payable in quarterly installments of Four Thousand Three Hundred and Fifty Dollars (\$4,350.00) each (the "Quarterly Payments"). The first Quarterly payment of Rent (the "Initial Payment") shall be payable within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent Quarterly Payments shall be payable on or before January 1, April 1, July 1, and October 1 of each year. The Rent shall be increased at the commencement of each Renewal Term by an amount equal to twelve percent (12%) of the Rent in effect for the previous Term. All payments due under this Agreement shall be sent to Lessor's address indicated under § 12 below, to the attention of Seann G. Bernshaw.
4. **ACCESS TO COMMUNICATION EQUIPMENT.** After the initial installation of the Communication Equipment, Lessor shall permit Metricom unrestricted access to the Property and Premises seven (7) days a week, twenty-four (24) hours a day. To facilitate such 24/7/365 access, Metricom shall have the right to install a lockbox at a mutually agreeable location or the parties shall make other appropriate arrangements.
5. **INSURANCE.** Metricom at its own cost shall obtain and maintain at all times during the term of this Lease Commercial General Liability insurance, including contractual liability, protecting Metricom in an amount not less than One Million Dollars (\$1,000,000) each occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate. Such insurance policy shall name the Lessor as an additional insured as respects liability arising out of and in connection with the presence of Communication Equipment at the Premises. Such coverage shall not be canceled or materially altered to reduce the policy limits until the Lessor has received at least thirty (30) days' advance written notice of such cancellation or change. Metricom shall be responsible for notifying the Lessor of such change or cancellation. Such insurance policy shall contain a severability of interest clause.
6. **INDEMNITY.** Metricom shall indemnify, protect, defend, and hold Lessor and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorney's fees, arising out of or in any way related to the Communication Equipment, including the installation, maintenance, operation, or removal thereof, except to the extent that such claim, liability, judgement, cost, damage, or expense arises from the negligence or willful misconduct of Lessor, its employees, or agents.
7. **NON-INTERFERENCE.** The Communication Equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by Lessor or other occupants in the Building existing as of the Commencement Date, except as may be permitted by applicable laws; provided, however that subsequent to the installation by Metricom of the Communication Equipment, Lessor agrees not to install or allow installation of new equipment on the Premises if such equipment causes interference with Metricom's operations. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC.
8. **UTILITIES.** Metricom shall be entitled to install, and shall pay for any utilities and services required for the Communication Equipment. Lessor shall provide Metricom, at Metricom's cost, with such reasonable assistance as is necessary to enable Metricom to arrange for such utilities and services.
9. **ASSIGNMENT.** This Lease shall not be assigned by Metricom without the written consent of the Lessor, which shall not be unreasonably withheld, delayed, or conditioned. The transfer of the rights and obligations of Metricom to a parent, subsidiary, or other affiliate of Metricom, or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Metricom's stock or assets, shall not be deemed an assignment. Metricom shall give to Lessor at least thirty (30) days' prior written notice of any transfer for which Lessor's consent is required hereunder.
10. **IMPROVEMENTS; REMOVAL OF COMMUNICATION EQUIPMENT.** Metricom may, at its expense, make such improvements to the Premises as it deems necessary for the operation of its communication facility. Lessor agrees to cooperate with Metricom, at Metricom's expense, in obtaining any required permits or zoning approvals. The Communication Equipment is and shall remain the property of Metricom; and upon the expiration or earlier termination of this Lease, Metricom shall, at Metricom's sole cost and expense, remove the Communication Equipment and return the Premises to substantially the condition existing on the Commencement Date, normal wear and tear excepted, or leave it in its improved condition, as reasonably appropriate under the circumstances, within thirty (30) days of the expiration or termination of this Lease.
11. **TERMINATION PRIOR TO EXPIRATION.** This Lease may be terminated by either party upon one hundred twenty (120) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party which is not cured within thirty (30) days of receipt of written notice of default; or, if such default is not curable within thirty (30) days, if the defaulting party fails to commence such cure within thirty (30) days or fails thereafter diligently to prosecute such cure to completion; provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. This Lease may also be terminated by Metricom on at least forty-five (45) days' prior written notice to Lessor if (i) Metricom is unable to obtain

any requisite permit or authorization or any such permit or authorization is subsequently revoked or not renewed; (ii) any physical equipment or electronic emissions materially interfere with the operation of the Communication Equipment; or (iii) upon one hundred eighty (180) days prior written notice, Metricom determines, based on technological or other developments, that it will be unable to utilize the Premises for their intended purposes.

12. **NOTICES.** Any notice or demand required to be given herein shall be made by certified or registered mail, postage paid, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below and shall be deemed given three (3) days after deposit in the mail as just described or on the date delivery is first attempted in the case of overnight courier, as follows:

METRICOM, INC.
Attn: Network Real Estate
980 University Avenue
Los Gatos, CA 95032

RINCON TOWERS
Attn: Seann G. Bernshaw
1220 Rosecrans Street, #324
San Diego, CA 92106
Telephone: (858) 643-0085

Either party may change its address by giving the other notice of a new address in accordance with the terms of this § 12. All payments to Lessor required hereunder shall be sent to the address specified for Lessor above.

13. **APPLICABLE LAW.** This Lease shall in all respects be governed by the laws of the State of California without regard to its conflicts of law principles.

14. **TITLE AND QUIET ENJOYMENT.** Lessor represents and agrees (a) that Lessor holds a leasehold estate in the same under which Lessor has the right to enter into this Lease of the Premises for their intended purposes hereunder; (b) that the person signing this Lease has the authority to execute it on behalf of Lessor; and (c) that Metricom shall have access to and quiet enjoyment of the Property and Premises at all times throughout the initial Term of this Lease and any Renewal Term, so long as Metricom is not in default beyond the expiration of any applicable cure period; and (d) that Lessor will not have unsupervised access to Metricom's communications facility in the Premises.

15. **SHORT-FORM MEMORANDUM.** Upon Metricom's request, Lessor agrees to execute a Memorandum of Lease, in the form attached hereto as Exhibit C and incorporated herein by reference and acknowledges that Metricom may record such Memorandum of Lease in the official records of the county where the Building is located. In the event the Building is encumbered by a mortgage or deed of trust, Lessor agrees to assist Metricom, at no cost to Lessor, in obtaining a nondisturbance and attornment agreement in favor of Metricom for each such mortgage or deed of trust. If a Memorandum of Lease is in fact recorded, upon termination of this Lease, Metricom agrees to execute and record a quitclaim deed or such other document as may reasonably be required by Lessor or a title company to evidence the termination of Metricom's rights in the Premises.

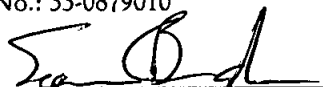
16. **SEVERABILITY.** If any one or more of the provisions of this Lease shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Lease and shall in no way affect the validity of the remaining provisions of this Lease. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **LEGAL FEES.** If any party commences legal proceedings for any relief against the other party arising out of or to interpret this Lease, the losing party shall pay the prevailing party's legal costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs as determined by the court. As used herein, "legal proceedings" includes any arbitration proceedings to which the parties may submit.

18. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A copy of this Lease bearing the signature of a party which is transmitted by facsimile shall have the same legal effect as the personal delivery of a copy of this Lease bearing an original signature.

19. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the Exhibits attached hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter; and there are no representations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this Lease must be in writing and executed and delivered by both parties.

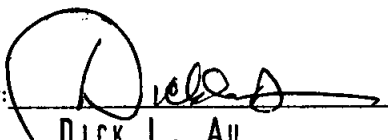
Lessor: **RINCON TOWERS**, a sole proprietorship
Taxpayer ID No.: 33-0879010

By: 
Seann G. Bernshaw
[name typed or printed]

Its: Owner

Date: FEBRUARY 15, 2000

METRICOM, INC., a Delaware corporation

By: 
DICK L. AU
VICE PRESIDENT
Corporate Ops.

Its: _____

Date: MAR 01 2000, 2000

Approved as to Form
by WFL Legal Services Date: 2-15-00
By: 
by Metricom Legal
By:  Date: 2/27/00

[EXHIBIT A]

[DESCRIPTION OF PROPERTY]

This exhibit is attached to and incorporated into that certain Lease dated as of _____, 2000, by and between **METRICOM, INC.**, a Delaware corporation, as licensee, and _____ a _____, as Lessor, and references the location and/or legal description of the property subject to the Lease.

All of that real property situated in the City of _____ County of _____ State of _____ described as follows:

58
Lessor's Initials

h
Metricom's Initials

LEGAL DESCRIPTION OF PREMISES

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 Mc Elwee 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 $77^{\circ} 23' 46''$ East, a distance of 371.52 feet to the True Point of Beginning; thence North $12^{\circ} 36' 14''$ East, a distance of 476.74 feet; thence North $36^{\circ} 37' 26''$ East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North $53^{\circ} 27' 34''$ West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South $36^{\circ} 37' 26''$ West along the Northwesternly line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North $53^{\circ} 27' 44''$ 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 $36^{\circ} 33' 41''$ West along the Northwesternly line of said Lot "A", a distance of 74.98 feet to a point distant North $36^{\circ} 33' 41''$ East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North $53^{\circ} 27' 19''$ West, 233.43 feet to a point in the Northwesternly line of Pueblo Lot 339 distant South $36^{\circ} 36' 21''$ West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North $36^{\circ} 36' 21''$ 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 prologation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North $53^{\circ} 26' 49''$ 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 Document No. 137836 of Official Records; thence along the boundary of said Kurtz Street as follows:

SOUTH $36^{\circ} 32' 31''$ West, a distance of 5.00 feet; North $53^{\circ} 26' 49''$ 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 $39^{\circ} 03' 30''$ an arc length of 204.51 feet; thence South $26^{\circ} 51' 31''$ West, a distance of 393.88 feet; thence South $12^{\circ} 35' 00''$ 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 $77^{\circ} 23' 46''$ East, a distance of 402.50 feet; thence North $12^{\circ} 36' 14''$ East, a distance of 150.00 feet; thence South $77^{\circ} 23' 46''$ East, a distance of 150.00 feet; thence South $12^{\circ} 36' 14''$ West, a distance of 150.00 feet; thence South $77^{\circ} 23' 46''$ 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 Northwesterly 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 $77^{\circ} 23' 46''$ West, a distance of 725.59 feet to the TRUE POINT OF BEGINNING; thence North $12^{\circ} 36' 14''$ East, a distance of 150.00 feet; thence North $77^{\circ} 23' 46''$ West, a distance of 150.00 feet; thence South $12^{\circ} 36' 14''$ West, a distance of 150.00 feet; thence South $77^{\circ} 23' 46''$ East, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

[EXHIBIT B]

[LOCATION OF PREMISES AND EQUIPMENT]

This exhibit is attached to and incorporated into that certain Lease dated as of _____, 2000, by and between METRICOM, INC., a Delaware corporation, as lessee, and _____, a _____, as Lessor, and references the location of the Premises and Communication Equipment within the Property to be utilized by Metricom pursuant to the Lease.

Lessor's Access Contacts:

During Business Hours:

Name: SEANN G. BERWHAJ

Phone: 858.643.0085

Cell/PCS: 619.894.1670

Pager: _____

After Business Hours:

Name: _____

Phone: _____

Cell/PCS: _____

Pager: _____

Metricom may replace the attached drawings of the location of the Premises and Communication Equipment with construction drawings depicting same. Such replacement drawings shall be deemed a part of this Lease and be binding on Metricom and Lessor.

SB

Lessor's Initials

BJ
Metricom's Initials

CONSENT TO SUB-SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR" or "SUBLESSOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, who entered into a sublease agreement with

RINCON TOWERS

("SUBLESSEE" or "SUB-SUBLESSOR") dated March 1, 1999 hereby consents to that certain Sub-sublease Agreement ("SUB-SUBLEASE") between SUB-SUBLESSOR and

COX PCS ASSETS, L.L.C., a Delaware Corporation

("SUB-SUBLESSEE") dated November 12, 1999.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR, and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred as the "MASTER LEASE."

Said SUB-SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUB-SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE and this consent shall control and supersede any inconsistent or contrary provisions in the SUB-SUBLEASE. The CITY is not bound by any term or condition in the SUB-SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. **USE**. Prior to making any modifications to the Sub-subleased Premises, SUB-SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use of the SUBLEASE. SUB-SUBLESSOR and SUB-SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUB-SUBLEASE complements the design and/or color scheme of the existing improvements.
- B. **RENT**. SUBLESSOR shall pay the CITY fifty (50%) percent of any rental proceeds received by SUBLESSOR that are attributable to further subletting of the Premises by the SUB-SUBLESSOR.
- C. **EASEMENTS**. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUB-SUBLESSOR and the servicing utility company.
- D. **ASSIGNMENT AND SUBLEASING**: SUB-SUBLESSEE shall not assign the

SUB-SUBLEASE or further sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the SUB-SUBLEASE.

- E. HOLD HARMLESS. SUB-SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUB-SUBLESSEE, his agents and invitees; provided, however, SUB-SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUB-SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUB-SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- H. SUBORDINATION. This consent permits a SUB-SUBLEASE of a portion of the premises covered by the MASTER LEASE between the LESSEE herein and the CITY. The SUB-SUBLEASE is subject and subordinate to the covenants and conditions of said MASTER LEASE notwithstanding any provision hereof contrary to or in conflict with said agreements.

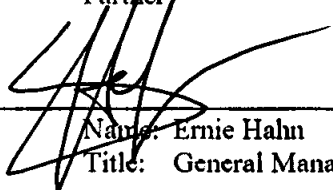
SUBLESSOR:

ARENA GROUP 2000, L.P., a California
Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation, General
Partner

Date: _____

By: 
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

RINCON TOWERS, a sole proprietorship

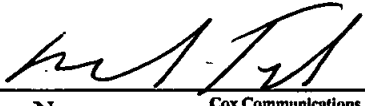
Date: 12/14/99

By: 
Name: Seann G. Bernshaw
Title: Owner

SUB-SUBLESSEE:

COX PCS ASSETS, L.L.C., a Delaware
Corporation

Date: 12/27/99

By: 
Name: _____ Cox Communications PCS, L.P.
Title: _____ Mike Todd
Director Site Development

THE CITY OF SAN DIEGO

Date: 1/6/00

By: Jim Funes
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM AND
LEGALITY:

CASEY GWINN, City Attorney

Date: 1/10/00

By: Russella Duggan
Deputy City Attorney

CWG:jmj

1:\CSSA-COX PCS ASSETS.wpd

PCS SITE AGREEMENT

Tuesday, December 14, 1999

Site Name: SPORTS ARENA

Site I. D.: SD-674A

1. **Premises and Use.** With the consent of the City of San Diego ("City"), Lessor, San Diego Entertainment Inc. ("Entertainment" or "Lessee"), Arena Group 2000 ("Arena") or "Sublessor"), and Rincon Towers ("Rincon" or "Sub-sublessor"), Sub-sublessor leases to Cox PCS Assets, L.L.C., a Delaware limited liability company ("Cox"), the site described below:

[Check appropriate box(es)]

- ☒ Land consisting of approximately 300 square feet upon which Cox will construct its ☒ equipment base station and ☐ antenna structure;
- ☐ Building interior space consisting of approximately _____ square feet;
- ☐ Building exterior space for attachment of antennas;
- ☒ Building exterior space for placement of base station equipment;
- ☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;
- ☐ Space required for cable runs to connect PCS equipment and antennas.

in the location(s) ("Site") shown on Exhibits A and B, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Cox, source of electric and telephone facilities. The Site will be used by Cox for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. Cox will use the Site in a manner which will not unreasonably disturb the occupancy of Sub-sublessor's other tenants. Cox will have access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 3 years, commencing on the date ("Commencement Date") both Cox and Sub-sublessor have executed this Agreement. This Agreement will be automatically renewed for five additional terms (each a "Renewal Term") of 3 years each, except for the last Renewal Term, which will terminate on May 7, 2016, unless Cox provides Sub-sublessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the earlier of: (a) the date of installation of equipment, or (b) the first day after the start of construction, rent will be a one-time aggregate payment of \$100.00, the receipt of which Sub-sublessor acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1,550.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

4. **Title and Quiet Possession.** Sub-sublessor represents and agrees (a) that it is the Sub-sublessor of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Cox is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Cox is not in default beyond the expiration of any cure period; and (e) that Sub-sublessor shall not have unsupervised access to the Site or to the PCS equipment.

5. **Successors and Assigns.** This Agreement shall follow the property where the Site is located, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Cox shall not assign this Agreement without the prior written consent of Sub-sublessor, which consent shall not be unreasonably withheld; provided however, that Cox and City shall have the right to assign this Agreement without the consent of Sub-sublessor to any parent, subsidiary or affiliate of Cox or to any person or entity which is controlled by or under common control with Cox, or any corporation into which Cox may be merged or consolidated or which purchases all or substantially all of the assets of Cox. Cox shall have the right, without the consent of Sub-sublessor, to grant to its supplier of telecommunications equipment and/or secured lender of long-term borrowed money (collectively "Lender") a security interest in this Agreement and all of Cox's rights hereunder and, upon default of Cox's obligation to Lender, Lender shall be entitled to exercise all of Lender's rights and remedies as secured party with respect to this Agreement and the rights of Cox hereunder, which may include, without limitation the right to foreclose upon, and the right to transfer to a third party this Agreement and all of such rights.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Cox are to be sent to: Cox PCS Assets, L.L.C., 18200 Von Karman, 6th Floor, Irvine, CA 92612, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Sub-sublessor must be sent to the address shown underneath Sub-sublessor's signature.

7. **Improvements.** Cox may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Sub-sublessor agrees to cooperate with Cox with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Cox may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Sub-sublessor represents that Sub-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. Cox will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Cox will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Cox desires to add additional equipment to the Site. Likewise, Sub-sublessor will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Cox's then existing equipment or (b) encroaches onto the Site.

10. **Utilities.** Sub-sublessor represents that utilities adequate for Cox's use of the Site are available. Cox will pay for all utilities used by it at the Site. Sub-sublessor will cooperate with Cox in Cox's efforts to obtain utilities from any location provided by Sub-sublessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. **Termination.** Cox may terminate this Agreement at any time with thirty day (30) written notice to Sub-sublessor and City without further liability if Cox does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Sub-sublessor fails to have proper Sub-sublessorship rights to the Site or authority to enter into this Agreement; or if Cox, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Sub-sublessor unless such termination is due to Sub-sublessor's failure of proper Sub-sublessorship or authority, or such termination is a result of Sub-sublessor's default.

12. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Sub-sublessor and Cox each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the Sub-sublessorship, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. **Hazardous Substances.** Sub-sublessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Cox will not introduce or use any such substance on the Site in violation of any applicable law.

15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Sub-sublessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Cox from the holder of any such mortgage or deed of trust.

16. **Taxes.** Cox will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Cox will pay to Sub-sublessor any increase in real property taxes attributable solely to any improvements to the Site made by Cox within 60 days after receipt of satisfactory documentation indicating calculation of Cox's share of such real estate taxes and payment of the real estate taxes by

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Sub-sublessor: Sub-sublessor will pay when due all other real estate taxes and assessments attributable to the property of Sub-sublessor of which the Site is a part.

17. **Insurance.** Cox will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Sub-sublessor within 30 days of written request. City will be named as an additional insured. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Sub-sublessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. **Maintenance.** Cox will be responsible for repairing and maintaining the PCS system and any other improvements installed by Cox at the Site in a proper operating and reasonably safe condition, provided, however if any such repair or maintenance is required due to the acts of Sub-sublessor, its agents or employees, Sub-sublessor shall reimburse Cox for the reasonable costs incurred by Cox to restore the damaged areas to the condition which existed immediately prior thereto. Sub-sublessor will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) if requested by Cox, Sub-sublessor agrees promptly to execute and deliver to Cox a recordable Memorandum of this Agreement in the form of Exhibit C; (d) this Agreement (including the Exhibits), and the related Addendum To PCS Site Agreement of even date, constitute the entire agreement between the parties and supersede all prior written and verbal agreements, representations, promises or understandings between the parties; (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this 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 Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

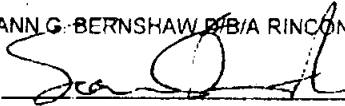
20. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C.

Attach Exhibit A - Site Description, Exhibit B - Sketch of Site, and Exhibit C - Memorandum of PCS Site Agreement.

SUB-SUBLESSOR:

SEANN G. BERNshaw P/B/A RINCON TOWERS

By: 

Name: SEANN G. BERNshaw

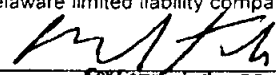
Address: 1220 Rosecrans Street, Suite 324
San Diego, CA 92106

Date: 12/14/99

COX:

COX PCS ASSETS, L.L.C.,

a Delaware limited liability company

By: 

Name: Cox Communications PCS, L.P.

Mike Todd

Its: Director Site Development

Address:

Date: 12/23/99

EXHIBIT A

Site Name: SPORTS ARENA

PCS Site Agreement

Site I. D.: SD-674A

Site Description

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 McElwoc 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 Northwesternly 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 Northwesternly 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 Northwesternly 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.

Sub-sublessor Initials Cox Initials 

EXHIBIT B

Site Name: SPORTS ARENA

PCS Site Agreement

Site I. D.: SD-674A

Sketch of Site

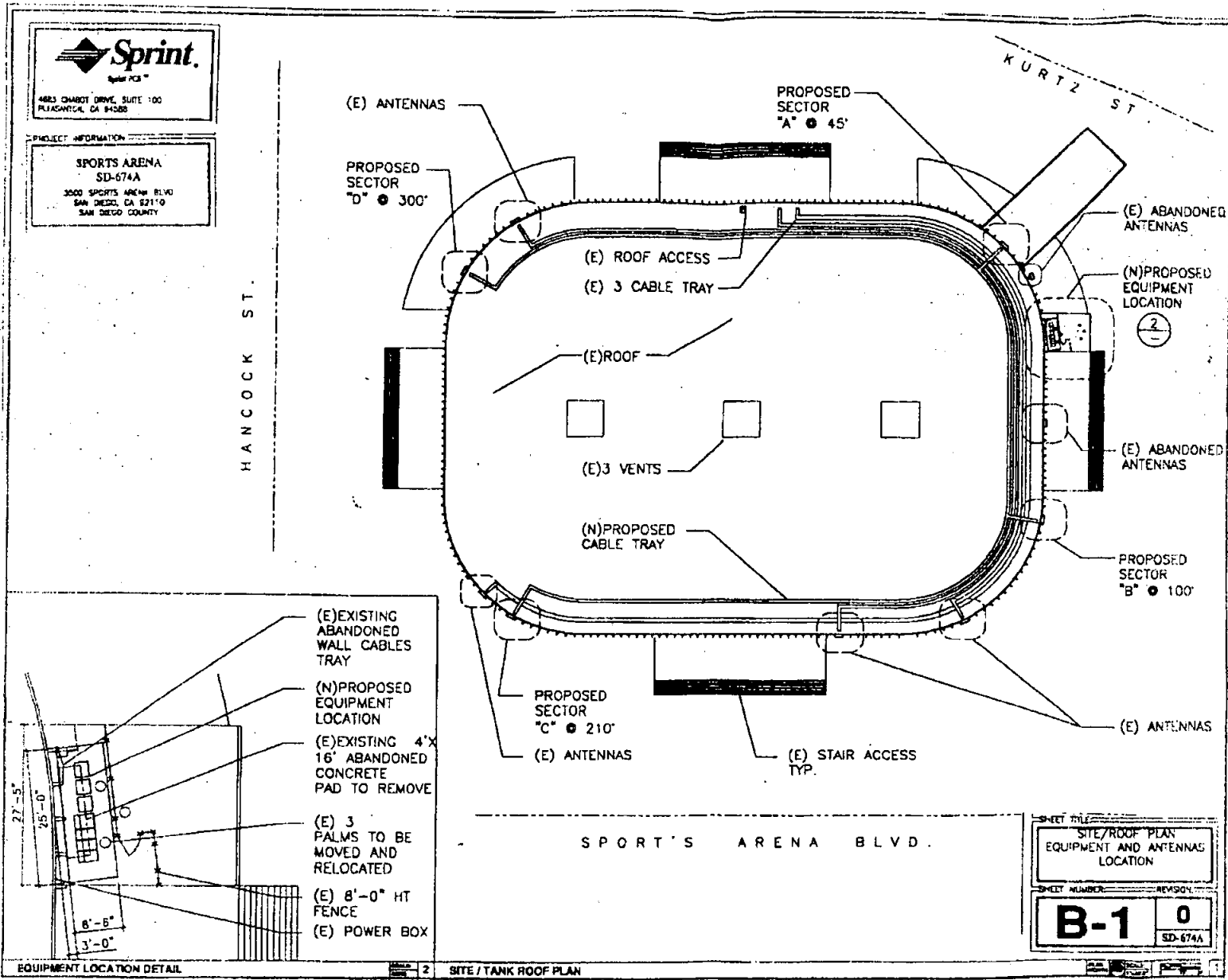
Owner Initials SLBCox Initials MB

EXHIBIT C

Site Name: SPORTS ARENA

PCS Site Agreement

Site I. D.: SD-674A

Memorandum of PCS Site Agreement

Sub-sublessor Initials



Cox Initials



RECORDING REQUESTED BY:

COX PCS ASSETS, L.L.C.

WHEN RECORDED MAIL THIS
MEMORANDUM OF PCS SITE AGREEMENT TO:James J. Eischen, Jr., Esq.
836 Prospect Street, Suite 1
La Jolla, California 92037

SPACE ABOVE THIS LINE FOR RECORDERS' USE

A.P.N.: 441-590-04

[SD-674 Sports Arena]

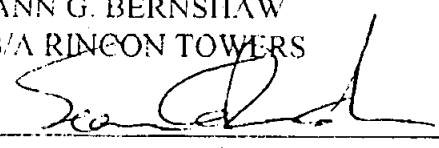
MEMORANDUM OF PCS SITE AGREEMENT

THIS MEMORANDUM evidences that a lease was made and entered into by written PCS Site Agreement ("Site Agreement") effective as of _____, 1999, between SEANN G. BERNSHAW D/B/A RINCON TOWERS ("Rincon") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Cox").

The Site Agreement provides in part that Owner leases to Cox a certain site ("Site") located on a parcel of real property commonly referred to as the San Diego Sports Arena, 3500 Sports Arena Boulevard, City of San Diego, County of San Diego, State of California, and more particularly described as Exhibit "A" attached to this memorandum. The Site Agreement provides Cox an easement for unrestricted Site access and electric/telephone facilities rights. The Site Agreement provides for an initial three (3) year lease term commencing on the effective date of this memorandum, and five (5) additional three year lease term extension periods, with the last least term terminating on May 7, 2016.

Should any party require any information concerning the Site Agreement, they should contact either Cox or Owner.

IN WITNESS WHEREOF, the parties enter in this Memorandum of PCS Site Agreement as of the effective date above.

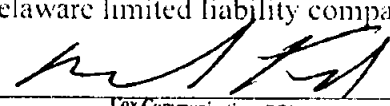
RINCON:SEANN G. BERNSHAW
D/B/A RINCON TOWERSBy: 

Name: SEANN G. BERNSHAW

Title: owner

Address: 1220 Rosecrans Street, Suite 324
San Diego, CA 92106

Date: 12/14/99

COX:COX PCS ASSETS, L.L.C.,
a Delaware limited liability companyBy: Name: Cox Communications PCS, L.P.
Mike Todd

Title: Director Site Development

Address: _____

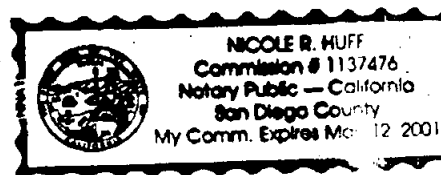
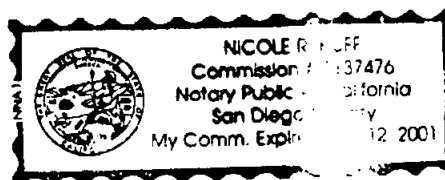
Date: 12/27/99

STATE OF CALIFORNIA)
 COUNTY OF San Diego) ss.

On 12/14/99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **SEANN G. BERNSHAW**, 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.

Nicole Ruff
 NOTARY PUBLIC



SEAL

STATE OF CALIFORNIA)
 COUNTY OF Alameda) ss.

On 12/21/99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Todd, 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.

Mark Johns
 NOTARY PUBLIC



SEAL

EXHIBIT "A"
MEMORANDUM OF PCS SITE AGREEMENT
SITE 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:

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South $36^{\circ}32'31''$ West, a distance of 5.00 feet; North $53^{\circ}26'49''$ 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 $39^{\circ}03'30''$ an arc length of 204.51 feet; thence South $25^{\circ}51'31''$ West, a distance of 393.88 feet; thence South $12^{\circ}35'00''$ 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 $77^{\circ}23'46''$ East, a distance of 402.50 feet; thence North $12^{\circ}36'14''$ East, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ East, a distance of 150.00 feet; thence South $12^{\circ}36'14''$ West, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ 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 Pascoc, 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 $77^{\circ}23'46''$ West, a distance of 725.59 feet to the True Point of Beginning; thence North $12^{\circ}36'14''$ East, a distance of 150.00 feet; thence North $77^{\circ}23'46''$ West, a distance of 150.00 feet; thence South $12^{\circ}36'14''$ West, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ East, a distance of 150.00 feet to the True Point of Beginning.

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ADDENDUM TO PCS SITE AGREEMENT

The following is an Addendum To PCS Site Agreement ("Addendum") entered into as of the effective date of that certain PCS Site Agreement dated _____ by and between SEANN G. BERNSHAW D/B/A RINCON TOWERS ("Rincon" or "Sub-lessor") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Cox" or "Sub-lessee") for the site referred to as "SD-674A Sports Arena" ("Site Agreement").

1. Electrical Service. Cox shall have the right to draw electrical service from the main electrical service provided to the Site, if Cox installs and maintains its own electrical service by way of a meter, and pays for all electrical usage directly to the providing utility. In the event that the demands on the main electrical service by the Operators of the Sports Arena are such that there is insufficient electricity to adequately provide power to the Sports Arena as well as Cox, Cox may be required to provide its own main electrical service to the Site by Rincon providing Cox no less than one hundred and eighty (180) days prior written notice of the reasonable need for Cox to procure its own electrical service. Rincon shall execute such documents (including easements required by utility providers) and shall undertake best efforts to assist Cox, as are necessary for Cox to secure separate electrical service to the Site if necessary. Rincon shall grant to Cox or to the servicing utility company, at no cost to Cox, an easement in, over, across or through the Site as may be required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Rincon and the servicing utility company.

2. Sublease Terms. The Site Agreement is a sub-sublease between Rincon and Cox. Rincon represents and warrants that any and all rights of Seann G. Bernshaw d/b/a Rincon Towers with respect to the Site are properly sub-subleased to Cox pursuant to the Site Agreement. Rincon represents and warrants that the Site Agreement does not violate any provisions of any applicable prior lease or master lease, and that no provision of the Site Agreement is in conflict with any provision of any prior lease or master lease. If any applicable master lease terminates and the Site Agreement terminates as a result of termination of a master lease, then Cox will be released from all liabilities and obligations under the Site Agreement. If the Site Agreement terminates as a result of Rincon being in default of its obligations under any master lease or sublease, then Rincon will be liable to Cox for any and all damages suffered by Cox as a result of such termination. If Rincon ever has the right to terminate any master lease or sublease, then Cox will have the right, in its sole discretion, to determine whether it wishes and agrees to have the master lease or sublease terminated and Rincon will take no action to terminate the master lease or sublease without the prior written consent of Cox. So long as Cox is not in substantial and material default of the Site Agreement, Rincon will be obligated to perform all of Rincon's obligations under any applicable master lease or sublease. If any applicable master lease or sublease requires that the lessor or sublessor thereunder must consent to or approve of the Site Agreement, then the Site Agreement shall not be effective until such approval or consent is obtained in writing.

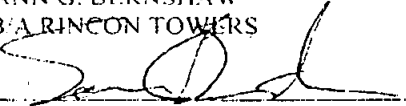
3. PCS Site Agreement Terms. Should there be any conflict between the terms of the Site Agreement and the terms of this Addendum, the terms of this Addendum shall control. Otherwise, the terms and conditions of the Site Agreement shall remain in full force and effect.

4. Miscellaneous. (a) This Addendum applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Addendum; (b) this Addendum is governed by the laws of the state in which the Site is located; (c) this Addendum in conjunction with the Site Agreement and related Consent To Sublease constitute the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; (d) any amendments to this Addendum must be in writing and executed by both parties; (e) if any provision of this Addendum is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable.

will not be affected and each provision of this Addendum will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Addendum is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

RINCON/SUB-SUBLESSOR:

SEANN G. BERNSHAW
D/B/A RINCON TOWERS

By: 

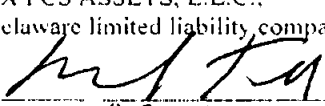
Name: SEANN G. BERNSHAW

Address: 1220 Rosecrans Street, Suite 324
San Diego, CA 92106

Date: 12/14/99

COX/SUB-SUBLESSEE:

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company

By: 

Name: Cox Communications PCS, L.P.

Its: Mike Todd
Director Site Development

Address:

Date: 12/27/99

CONSENT TO AGREEMENT

RECITALS

This Consent to Agreement is entered into and by and between the City of San Diego, a California municipal corporation ("City"), as consenting party, Arena Group 2000, L.P. ("Operator"), as Sublessor and Value Cars ("Value Cars") as Sublessee to be effective as of September 1, 2006 ("the effective date"), upon execution of the parties and approval by the San Diego City Attorney, as follows:

- A. The City of San Diego ("CITY"), as LESSOR under the Ground Lease Agreement executed on August 10, 1965, amended by a First Amendment to Ground Lease executed on August 10, 1967, and by a Second Amendment executed on August 6, 1971 (collectively "GROUND LEASE"), leased real property and all improvements located thereon, consisting of an indoor sports arena, parking lot, and related facilities commonly known as the San Diego Sports Arena, ("the PROPERTY") to San Diego Arena Lease Company, a California nonprofit corporation [SDALC], for the construction and leasing of the San Diego Sports Arena, for fifty years or until such time as all indebtedness required for construction of the Arena was retired. The GROUND LEASE was terminated pursuant to a Termination Agreement dated December 24, 1991, and all of SDALC's right, title, and interest in the property was transferred to City.
- B. SDALC leased the PROPERTY to San Diego Entertainment, Inc., a California corporation [SDEI], pursuant to an Operating Sublease dated August 6, 1971, amended by an Amendment to Operating Sublease effective December 1, 1987, and by a Second Amendment to Operating Sublease effective March 29, 1993, and by a Third Amendment to Operating Sublease effective September 30, 1997, and by a Fourth Amendment to Operating (Sublease) Agreement effective April 2, 2002 (collectively "OPERATING SUBLEASE"). The Second Amendment, which was made between the City and SDEI, confirmed, *inter alia*, the termination of the Ground Lease, continuation of the Sports Arena OPERATING SUBLEASE as a direct lease between the City and SDEI including all obligations and conditions set forth in the GROUND LEASE which SDEI agreed to perform pursuant to the Sports Arena OPERATING SUBLEASE, and extending the term of the OPERATING SUBLEASE to May 7, 2017. Prior to the Fourth Amendment, SDEI assigned the OPERATING SUBLEASE to Arena Group 2000, L.P., a California limited partnership ("OPERATOR").
- C. OPERATOR entered into a Parking Lot Lease ("AGREEMENT"), attached as "Exhibit A" effective September 1, 2006 with Value Cars Inc, a California Corporation ("VALUE CARS"). The AGREEMENT is attached to this Consent to Agreement ("CONSENT") and incorporated into this CONSENT by this reference.

AGREEMENT

CITY consents to the AGREEMENT on the following terms and conditions:

1. NO FURTHER CONSENT: This CONSENT shall not be deemed to be a consent to any subsequent subletting, agreement, or use, nor shall the terms and conditions of this CONSENT be construed to support similar terms and conditions in the future.
2. USE: This CONSENT is for that use of the Parking Lot ("PARKING LOT") located within the PROPERTY as set forth in the AGREEMENT, specifically the rights to sell up to Fifty (50) vehicles in the southwestern portion of the Sports Arena Parking Lot Monday through Thursday 9:00 a.m. – 5:00 p.m. in the portion of the PARKING LOT designated by Exhibit A to the AGREEMENT, and for the rights to sell up to Two Hundred and Fifty (250) vehicles in the eastern portion of the Sports Arena Parking Lot in which there is a car sales load-in date on Thursday, actual car sales Friday through Sunday and a car load out date on Monday, up to nine sales per year will be permitted provided Owner has the dates and parking to facilitate these sales based on the schedule of events at The Sports Arena, in the portion of the PARKING LOT designated by Exhibit B to the AGREEMENT, and for no other purpose whatsoever.
3. SUBORDINATION: The AGREEMENT shall be subordinate to the OPERATING SUBLEASE in all respects, notwithstanding any provision of this CONSENT or the OPERATING SUBLEASE contrary to or in conflict with the AGREEMENT. The CITY is not bound by any term or condition in the AGREEMENT which in any way conflicts with or is additional to the provisions of the OPERATING SUBLEASE.
4. ASSIGNMENT: The AGREEMENT shall not be assigned without the prior written consent of the CITY. An assignment by operation of law shall automatically terminate the AGREEMENT.
5. CONSIDERATION: OPERATOR's consideration under the AGREEMENT shall be subject to rent payable to the CITY at the rate of thirty (30%) percent of OPERATOR's gross income. Current consideration under the AGREEMENT is Sixteen Hundred Dollars (\$1,600) per month plus Five Hundred Dollars (\$500) per day for major car sales that require five days for each sale and take place in the eastern portion of the parking lot with up to 250 vehicles. OPERATOR shall notify CITY within thirty (30) days of any change in the amount of consideration received by OPERATOR under the AGREEMENT, and rent due CITY under this CONSENT and the OPERATING SUBLEASE shall be revised effective as of the date of the change in consideration.
6. HOLD HARMLESS: VALUE CARS shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, representatives, agents, and employees from any and all liability, loss, claims, demands, damages or expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the AGREEMENT including the operations conducted by VALUE CARS on the leased premises, the condition of the premises or from any act or

omission of VALUE CARS, its servants, employees, agents, contractors, invitees, representatives, concessionaires, or licensees provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the CITY, its agents, elected officials, officers, employees and representatives.

7. INSURANCE: VALUE CARS shall be insured by an insurance carrier acceptable to the CITY and OPERATOR against loss from commercial general liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) per occurrence. VALUE CARS shall file with CITY on or before the execution of this CONSENT a copy of VALUE CARS's policy of insurance which shall name "THE CITY OF SAN DIEGO, its elected officials, officers, representatives, agents, and employees" as an additional insured. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
8. EARLY TERMINATION: CITY reserves the right to withdraw its consent to the AGREEMENT at any time, and in its sole discretion, with thirty (30) days written notice as provided below. In the event of a termination of this CONSENT, CITY is not responsible for damages of any kind.
9. LEGAL PROCEEDING: Should it become necessary for the CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this CONSENT, AGREEMENT or the OPERATING SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court costs and attorney's fees.
10. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to the parties as follows:

To CITY:

Real Estate Assets Director
1700 Third Avenue, Suite 1700 MS 51A
San Diego, CA 92101-4199

To OPERATOR:

Ron Hahn
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

To VALUE CARS:

Paul Hashemi
13 National City Blvd.
National City, CA 91950

Any party entitled or required to receive notice under this CONSENT may by like notice designate a different address to which notices shall be sent.

11. COMPLIANCE WITH LAWS: VALUE CARS shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the use of the PARKING LOT as set forth in the AGREEMENT.
12. AUDIT: CITY reserves the right at any and all reasonable times to examine and audit OPERATOR's books, records and accounts of all financial transactions related to the San Diego Sports Arena premises.
13. NO DISCRIMINATION: VALUE CARS shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in VALUE CARS's use of the PARKING LOT as set forth in the AGREEMENT, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
14. RELATED ACTIONS: VALUE CARS and OPERATOR acknowledge that CITY is consenting only to the AGREEMENT and not to any other use of the PARKING LOT. By the granting of this CONSENT, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PARKING LOT. Discretionary action includes but is not limited to permits, rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the PARKING LOT. OPERATOR and VALUE CARS shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the PARKING LOT, as are necessary to develop and operate the use contemplated by the AGREEMENT, all at no cost to CITY.
15. SAN DIEGO'S STRONG MAYOR FORM OF GOVERNANCE: All references to "City Manager" in this Agreement and all subsequent amendments thereto shall be deemed to refer to "Mayor." This section shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter.

16. AUTHORITY. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the City Manager, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

THE CITY OF SAN DIEGO

Dated 10/17/06

By David Aandahl
Deputy Director,
Real Estate Assets

ARENA GROUP 2000, L.P.

Dated 10/16/06

By [Signature]

VALUE CARS INC.

Dated 10/16/06

By [Signature]

APPROVED AS TO FORM AND
LEGALITY
MICHAEL J. AGUIRRE, City Attorney

Dated 10/17/06

By [Signature]
Deputy City Attorney

CONSENT TO AGREEMENT

RECITALS

This Consent to Agreement is entered into and by and between the City of San Diego, a California municipal corporation ("City"), as consenting party, Arena Group 2000, L.P. ("Operator"), as Sublessor and Cricket Communications ("Cricket") as Sublessee to be effective as of March 9, 2006 ("the effective date"), upon execution of the parties and approval by the San Diego City Attorney, as follows:

A. The City of San Diego ("CITY"), as LESSOR under the Ground Lease Agreement executed on August 10, 1965, amended by a First Amendment to Ground Lease executed on August 10, 1967, and by a Second Amendment executed on August 6, 1971 (collectively "GROUND LEASE"), leased real property and all improvements located thereon, consisting of an indoor sports arena, parking lot, and related facilities commonly known as the San Diego Sports Arena, ("the PROPERTY") to San Diego Arena Lease Company, a California nonprofit corporation [SDALC], for the construction and leasing of the San Diego Sports Arena, for fifty years or until such time as all indebtedness required for construction of the Arena was retired. The GROUND LEASE was terminated pursuant to a Termination Agreement dated December 24, 1991, and all of SDALC's right, title, and interest in the property was transferred to City.

B. SDALC leased the PROPERTY to San Diego Entertainment, Inc., a California corporation [SDEI], pursuant to an Operating Sublease dated August 6, 1971, amended by an Amendment to Operating Sublease effective December 1, 1987, and by a Second Amendment to Operating Sublease effective March 29, 1993, and by a Third Amendment to Operating Sublease effective September 30, 1997, and by a Fourth Amendment to Operating (Sublease) Agreement effective April 2, 2002 (collectively "OPERATING SUBLEASE"). The Second Amendment, which was made between the City and SDEI, confirmed, *inter alia*, the termination of the Ground Lease, continuation of the Sports Arena OPERATING SUBLEASE as a direct lease between the City and SDEI including all obligations and conditions set forth in the GROUND LEASE which SDEI agreed to perform pursuant to the Sports Arena OPERATING SUBLEASE, and extending the term of the OPERATING SUBLEASE to May 7, 2017. Prior to the Fourth Amendment, SDEI assigned the OPERATING SUBLEASE to Arena Group 2000, L.P., a California limited partnership ("OPERATOR").

C. OPERATOR entered into a Telecom Lease ("AGREEMENT") "Exhibit A" effective March 9, 2006 with Cricket Communications Inc., a Delaware corporation ("CRICKET"). The AGREEMENT is attached to this Consent to Agreement ("CONSENT") and incorporated into this CONSENT by this reference.

AGREEMENT

CITY consents to the AGREEMENT on the following terms and conditions:

1. NO FURTHER CONSENT: This CONSENT shall not be deemed to be a consent to any subsequent subletting, agreement, or use, nor shall the terms and conditions of this CONSENT be construed to support similar terms and conditions in the future.
2. USE: This CONSENT is for that use as set forth in the AGREEMENT, specifically the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, global positioning system antennas, equipment shelters and/or cabinets and related activities on the portion of the PROPERTY designated by Exhibit A to the AGREEMENT, and for no other purpose whatsoever.
3. SUBORDINATION: The AGREEMENT shall be subordinate to the OPERATING SUBLEASE in all respects, notwithstanding any provision of this CONSENT or the OPERATING SUBLEASE contrary to or in conflict with the AGREEMENT. The CITY is not bound by any term or condition in the AGREEMENT which in any way conflicts with or is additional to the provisions of the OPERATING SUBLEASE.
4. ASSIGNMENT: The AGREEMENT shall not be assigned without the prior written consent of the CITY. An assignment by operation of law shall automatically terminate the AGREEMENT.
5. CONSIDERATION: OPERATOR's consideration under the AGREEMENT shall be subject to rent payable to the CITY at the rate of fifty (50%) percent of OPERATOR's gross income. Current consideration under the AGREEMENT is Eighteen Thousand Dollars (\$18,000) per year, and current rent payable to the CITY is Nine Thousand Dollars (\$9,000) per year. OPERATOR shall notify CITY within thirty (30) days of any change in the amount of consideration received by OPERATOR under the AGREEMENT, and rent due CITY under this CONSENT and the OPERATING SUBLEASE shall be revised effective as of the date of the change in consideration.
6. HOLD HARMLESS: SCAS shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, representatives, agents, and employees from any and all liability, loss, claims, demands, damages or expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the AGREEMENT including the operations conducted by SCAS on the leased premises, the condition of the premises or from any act or omission of SCAS, its servants, employees, agents, contractors, invitees, representatives, concessionaires, or licensees provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the CITY, its agents, elected officials, officers, employees and representatives.

7. INSURANCE: SCAS shall be insured by an insurance carrier acceptable to the CITY and OPERATOR against loss from commercial general liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) per occurrence. SCAS shall file with CITY on or before the execution of this CONSENT a copy of SCAS's policy of insurance which shall name "THE CITY OF SAN DIEGO, its elected officials, officers, representatives, agents, and employees" as an additional insured. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
8. EARLY TERMINATION: CITY reserves the right to withdraw its consent to the AGREEMENT at any time, and in its sole discretion, with thirty (30) days written notice as provided below. In the event of a termination of this CONSENT, CITY is not responsible for damages of any kind.
9. LEGAL PROCEEDING: Should it become necessary for the CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this CONSENT, AGREEMENT or the OPERATING SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court costs and attorney's fees.
10. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to the parties as follows:

To CITY:

City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

To OPERATOR:

Ron Hahn
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

To Cricket Communications, Inc.:

Cricket Communications Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attention: Property Manager

Any party entitled or required to receive notice under this CONSENT may by like notice designate a different address to which notices shall be sent.

11. COMPLIANCE WITH LAWS: SCAS shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the use of the PROPERTY as set forth in the AGREEMENT.
12. AUDIT: CITY reserves the right at any and all reasonable times to examine and audit OPERATOR's books, records and accounts of all financial transactions related to the San Diego Sports Arena premises.
13. NO DISCRIMINATION: SCAS shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in SCAS's use of the PROPERTY as set forth in the AGREEMENT, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
14. RELATED ACTIONS: SCAS and OPERATOR acknowledge that CITY is consenting only to the AGREEMENT and not to any other use of the PROPERTY. By the granting of this CONSENT, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PROPERTY. Discretionary action includes but is not limited to permits, rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the PROPERTY. OPERATOR and SCAS shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the PROPERTY, as are necessary to develop and operate the use contemplated by the AGREEMENT, all at no cost to CITY.
15. SITE ACCESS FEES.

In addition to consideration paid to CITY, CRICKET shall pay CITY a one-time, nonrefundable site access fee in the amount of Forty-Three Thousand Four Hundred Eighty-Four Dollars (\$43,484), payable on the first day of the AGREEMENT commencement date.

16. SAN DIEGO'S STRONG MAYOR FORM OF GOVERNANCE: All references to "City Manager" in this Agreement and all subsequent amendments thereto shall be deemed to refer to "Mayor." This section shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter.
17. AUTHORITY. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the City Manager, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

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THE CITY OF SAN DIEGO

Dated 11/6/06

By David A. Sandoval
David A. Sandoval
Deputy Director, Real Estate Assets

ARENA GROUP 2000, L.P.

Dated 10/29/06

By [Signature]

Cricket Communications, Inc.

Dated 10/17/06

By [Signature]

APPROVED AS TO FORM AND
LEGALITY
MICHAEL AGUIRRE, City Attorney

Dated 11-21-06

By [Signature]
Deputy City Attorney

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended, entered into with

SAN DIEGO ENTERTAINMENT, INC.

("LESSEE") for the San Diego Sports Arena, whose operations are conducted under an Operating Sublease with

ARENA GROUP 2000, L.P.

("ARENA OPERATOR") and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, hereby consents to that certain Sublease Agreement ("SUBLEASE") between the above ARENA OPERATOR ("SUBLESSOR") and

RINCON TOWERS

("SUBLESSEE") dated March 1, 1999.

For purposes of this consent, the terms LESSEE, ARENA OPERATOR, and SUBLESSOR shall be considered to be interchangeable and the terms Operating Agreement and Operating Sublease shall be collectively referred as the "MASTER LEASE."

Said SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the SUBLEASE. The CITY is not bound by any term or condition in the SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

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

- A. USE. Prior to making any modifications to the Subleased Premises, SUBLESSOR shall submit to CITY any contemplated modifications for CITY approval as described in Article 2, Use of the SUBLEASE. SUBLESSOR and SUBLESSEE shall ensure that the design and construction of any improvements allowed under the SUBLEASE complements the design and/or color scheme of the existing improvements. SUBLESSOR and SUBLESSEE shall not further sublet the Premises without the prior written consent of the CITY.
- B. RENT. SUBLESSOR shall pay the CITY fifty (50%) percent of the rental proceeds from the SUBLEASE within thirty (30) days following the receipt of the monthly rent from the SUBLESSEE. The initial SUBLEASE rental rate is five hundred (\$500) dollars per month and is subject to a three (3%) percent annual escalation provision as described in Article 5, Rent of the SUBLEASE. SUBLESSOR shall pay the CITY fifty (50%) percent of any rental proceeds received by SUBLESSOR that are attributable to further subletting of the Premises by SUBLESSEE.
- C. EASEMENTS. Any easements necessary for power or other utilities will be at a location acceptable to CITY and SUBLESSOR and the servicing utility company.

- D. ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the SUBLEASE or sublet the premises or any part thereof without the prior written consent of LESSEE and the CITY. An assignment by operation of law shall automatically terminate the SUBLEASE.
- E. HOLD HARMLESS. SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- F. INSURANCE. SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
- G. LEGAL PROCEEDINGS. Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

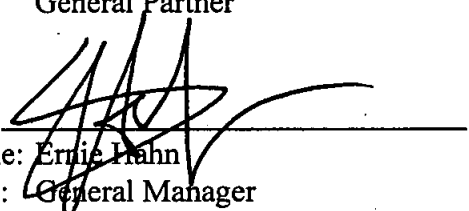
SUBLESSOR:

ARENA GROUP 2000, L.P., a California
Limited Partnership

By: ARENA FOUNDERS, L.P., a
California Limited Partnership,
Managing General Partner

By: FOUNDERS OF ARENA GROUP
2000, a California Corporation,
General Partner

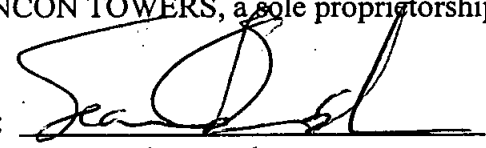
Date: 10/11/99

By: 
Name: Ernie Hahn
Title: General Manager

SUBLESSEE:

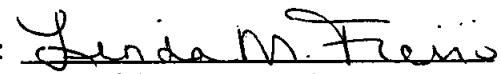
RINCON TOWERS, a sole proprietorship

Date: 10/13/99

By: 
Name: Seann G. Bernshaw
Title: Owner

THE CITY OF SAN DIEGO

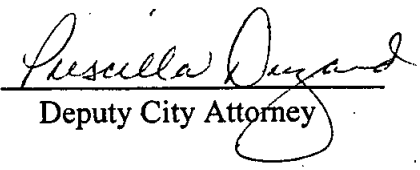
Date: 10/21/99

By: 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Date: 11-5-99

By: 
Deputy City Attorney

CWG:jmj

10/8/99

I:\WPO\1999\GIBSON\CSA-RINCON.wpd

COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

This Communications Site Sublease Agreement ("Agreement") is entered into this 1st day of March 1999, between RINCON TOWERS, a sole proprietorship, ("Sublessee"), and ARENA GROUP 2000, L.P., a California limited partnership ("Sublessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.**

(a) Sublessor is the ground Sublessor of a parcel of land (the "Land") and Sublessor of a building (the "Building") located in the City of San Diego, County of San Diego, State of California, commonly known as The San Diego Sports Arena, 3500 Sports Arena Boulevard (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Sublessor hereby subleases to Sublessee approximately four hundred (400) square feet of exterior space adjacent to the Building and space on the roof of the Building for the placement of antennas and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Sublessee communications service in accordance with the plans attached as Exhibit "B". Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises. Any modifications to the property require prior City approval.

3. **Tests and Construction.**

(a) Sublessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil testing borings, other reasonably necessary tests and constructing the Sublessee Facilities (as defined in Paragraph 6(a) below). Such entrance into or on top of the Premises shall be subject to the approval of the Sublessor with respect to the schedule of events in the Building at the time.

(b) Prior to commencing construction, Sublessee shall obtain Sublessor's approval of Sublessee's construction plans and specifications, which approval shall not be unreasonably withheld. Sublessor shall give such approval or provide Sublessee with its requests for changes within ten (10) working business days of Sublessor's receipt of Sublessee's plans. If Sublessor does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans. Sublessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Sublessee's plans.

(c) Prior to commencing construction, Sublessee shall notify Sublessor as to the scheduled date of commencement of construction and installation of Sublessee Facilities not less than five (5) business days prior to commencing construction. Sublessor shall notify Sublessee within twenty-four (24) hours of Sublessee's notice to Sublessor as to whether the scheduled construction will affect events of the Sublessor and whether or not a change in the schedule of construction is necessary.

(d) As a condition and prior to commencing either testing or construction, Sublessee shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Sublessor as an additional insured party with respect to the Property, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Sublessor (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Sublessor before entry onto the Property for testing or construction by Sublessee or its agents, representatives or consultants. Also, Sublessee shall indemnify, protect, defend and hold Sublessor harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of acts or activities of Sublessee or its agents, representatives and consultants on or about the Property during testing and/or construction.

4. **Term.** The term of this Agreement shall be three (3) years commencing on the date Sublessee begins construction of Sublessee's Facilities (as defined in Paragraph 6(a) below) or no later than ten (10) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the third anniversary of the Commencement Date (the "Term") unless; otherwise terminated as provided in Paragraph 10. Sublessee shall have the right to extend the Term for five (5) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2016.

5. **Rent.** Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent One Thousand (\$1,000) Dollars per month ("Rent"). Within thirty (30) days of receipt of Rent from Sublessee, Sublessor shall pay the City of San Diego ("City") a sum equal to fifty percent (50%) of the Rent received from the Sublessee. All rent payable to City must be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, CA 92112-4165. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to Three percent (3%) of the Rent for the previous year. Rent shall be payable to Sublessor at the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919; Attention: Accounts Receivable.

6. Facilities: Utilities Access.

(a) Sublessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an air conditioned equipment room adjacent to the Building, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Sublessee Facilities"). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Any rooftop antennas attached to the Building and visible from the ground will be designed to complement the Building and painted the same color as the Building. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided Sublessee repairs any damage to the Premises caused by such removal. Upon completion of the construction, Sublessee will return landscaping around the equipment room to a good condition, provided that maintenance of such landscaping will thereafter be the responsibility of Sublessor.

(b) Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessee shall have the right to draw utilities, not including electricity, from the existing utilities on the Property. Sublessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Sublessee's exclusive use). Sublessor agrees to sign such documents or easements, subject to review by City, as may be required by said utility companies to provide such service to the Premises, including the grant to Sublessee or to the servicing utility company at no cost to Sublessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Sublessor and the servicing utility company and subject to review by City.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders and invitees shall have access to the equipment room without notice to Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event Sublessee needs to have access through the Building to reach its rooftop antenna installation, then this access will be requested during normal business hours or by special arrangement in the event of an emergency.

(d) Sublessor shall maintain all access to roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Sublessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for damage caused by Sublessee's negligence or Sublessee's use of such roadways.

7. **Interference.**

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause interference to Sublessor and other Sublessees or licensees of the Property, provided that their installations predate that of the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its Sublessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Sublessor, if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach of Sublessor. In the event interference occurs, Sublessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement.

8. **Taxes.** If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Except as provided immediately below, Sublessor shall pay all real property taxes attributable to the Land, assessments and deferred taxes on the Property. Sublessee shall reimburse Sublessor for any increases in real property taxes which are assessed as a direct result of Sublessee's improvements to the Land. As a condition of Sublessee's obligation to pay such tax increases, Sublessor shall provide to Sublessee the documentation from the taxing authority, indicating the increase is due to Sublessee's improvements.

9. **Waiver of Sublessor's Lien.** Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Sublessee for any reason, or for no reason, provided Sublessee delivers written notice of early termination to Sublessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Sublessee if it does not obtain or maintain, through no fault of Sublessee or failure of Sublessee to diligently pursue, any license, permit or other approval necessary for the construction and operation of the Sublessee Facilities; or (iv) by Sublessee if Sublessee is unable to occupy and utilize the Premises due to an action of the FCC, not caused by or the result of any action of Sublessee, including without limitation, a take back of channels or change in frequencies; or (v) by Sublessee if Sublessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference; or (vi) by Sublessor should the Lease with the City of San Diego and Arena

Group 2000 expire as a result of the demolition of the arena through redevelopment of the arena Premises; or (vii) by Sublessor for any reason, or for no reason, provided Sublessor delivers Sublessee written notice of early termination no later than 30 days prior to the Commencement Date.

11. **Destruction or Condemnation.** If the Premises or Sublessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation or the Sports Arena premises is redeveloped and the arena is demolished, Sublessee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation or demolition by giving notice to Sublessor no more than forty-five (45) days following the date of such damage, destruction, condemnation, transfer in lieu of condemnation or demolition. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees, agents, and contractors arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the property bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees, agents, and contractors arising out of or in connection with Sublessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. A copy of the policy of insurance shall be filed with the City of San Diego Real Estate Assets Department and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated or altered without thirty (30) days prior written notice to City by the insurance company.

13. **Indemnification.** Sublessee and Sublessor shall indemnify, protect, and hold each other harmless against any and all claims, demands, suites, liabilities, damages, costs, and expenses, including attorney's fees and court costs, arising in connection with the provisions of this Agreement, including, but not limited to , all claims against each other, their agents, contractors and licensees, all performers and participants in events, all employees, licensees, contractors, and concessionaires of Sublessee or Sublessor, all persons attending an event, except to the extent caused by the negligence or willful misconduct of Sublessee or Sublessor or their employees, agents, concessionaires or contractors.

14. **Assignment and Subletting.** Sublessee may not assign, sublet, or otherwise transfer all or

any part of its interest in this Agreement or in the Premises without the prior written consent of the City of San Diego and Sublessor, which consent shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this sublease. Any consideration above the Sublessee's then current Rent (pursuant to Paragraph 5 above) received by Sublessee

from the transfer, assignment, license or sublease of the Premises, shall belong to the City of San Diego and Sublessor, and be transferred to the City of San Diego and Sublessor within thirty (30) days of receipt by Sublessee, to the extent any of such consideration is solely allocable to this Agreement. Such assignment, assignment, license, or sublease shall not operate to release Sublessee of its liabilities and obligations arising hereunder after the date of such assignment.

15. Warranty of Title and Quiet Enjoyment. Sublessor warrants that: (i) Sublessor has full right to make and perform this Agreement; and (ii) Sublessor covenants and agrees with Sublessee that upon Sublessee paying the Rent and observing and performing all the terms, covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises.

16. Repairs. Sublessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Sublessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

17. Hazardous Substances. Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's actual knowledge, any third party has used, generated, stored or disposed of; or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Sublessor will not knowingly, and will not permit any third party to use, generate store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Marking and Lighting Requirements. Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC provided, however, that Sublessee shall be responsible for such requirements to the extent that the Sublessee Facilities cause any noncompliance. Should either party be cited because the Property is not in compliance and, should the responsible party fail to cure the conditions of

MKT: SAN DIEGO

SITE #: 890C Rosecrans/Sports Arena

noncompliance, the responsible may either terminate this Agreement or proceed to cure the conditions of noncompliance at the responsible party's reasonable expense, which amounts may be added to or deducted from the Rent, as the case may be.

19. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties and consented to by City.

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

Sublessor: ARENA GROUP 2000, L.P., a California limited partnership The San Diego Sports Arena 3500 Sports Arena Boulevard San Diego, CA 92204919	Sublessee: RINCON TOWERS 1220 Rosecrans Street Suite 324 San Diego, CA 92106
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Sublessor or Sublessee may from time to time designate any other address for this purpose by written notice to the other party.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Sublessee agrees to record a quit claim deed or other instrument evidencing the termination of Sublessee's interest in the Property or Land. In the event the Property is encumbered by a mortgage or deed of trust, Sublessor agrees to obtain and furnish to Sublessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by executing documentation required by the title insurance company.

- (i) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (k) 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. The arbitrator may award the prevailing party reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

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

SUBLESSOR
ARENA GROUP 2000, L.P., a California
Limited Partnership

SUBLESSEE
RINCON TOWERS

By: ARENA FOUNDERS, L.P., a California
Limited Partnership, Managing General
Partner

By: FOUNDERS OF ARENA, GROUP, 2000
California Corporation, General Partner

By: [Signature]
Name: [Signature]
Title: General Partner
Date: 2/24/99

By: [Signature]
Name: Seann G. Bernshaw
Title: Owner
Date: 2/25/99

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

Tax ID#: _____

CONSENT TO AGREEMENT

RECITALS

This Consent to Agreement is entered into and by and between the City of San Diego, a California municipal corporation ("City"), as consenting party, Arena Group 2000, L.P. ("Operator"), as Sublessor and Cricket Communications ("Cricket") as Sublessee to be effective as of March 9, 2006 ("the effective date"), upon execution of the parties and approval by the San Diego City Attorney, as follows:

A. The City of San Diego ("CITY"), as LESSOR under the Ground Lease Agreement executed on August 10, 1965, amended by a First Amendment to Ground Lease executed on August 10, 1967, and by a Second Amendment executed on August 6, 1971 (collectively "GROUND LEASE"), leased real property and all improvements located thereon, consisting of an indoor sports arena, parking lot, and related facilities commonly known as the San Diego Sports Arena, ("the PROPERTY") to San Diego Arena Lease Company, a California nonprofit corporation [SDALC], for the construction and leasing of the San Diego Sports Arena, for fifty years or until such time as all indebtedness required for construction of the Arena was retired. The GROUND LEASE was terminated pursuant to a Termination Agreement dated December 24, 1991, and all of SDALC's right, title, and interest in the property was transferred to City.

B. SDALC leased the PROPERTY to San Diego Entertainment, Inc., a California corporation [SDEI], pursuant to an Operating Sublease dated August 6, 1971, amended by an Amendment to Operating Sublease effective December 1, 1987, and by a Second Amendment to Operating Sublease effective March 29, 1993, and by a Third Amendment to Operating Sublease effective September 30, 1997, and by a Fourth Amendment to Operating (Sublease) Agreement effective April 2, 2002 (collectively "OPERATING SUBLEASE"). The Second Amendment, which was made between the City and SDEI, confirmed, *inter alia*, the termination of the Ground Lease, continuation of the Sports Arena OPERATING SUBLEASE as a direct lease between the City and SDEI including all obligations and conditions set forth in the GROUND LEASE which SDEI agreed to perform pursuant to the Sports Arena OPERATING SUBLEASE, and extending the term of the OPERATING SUBLEASE to May 7, 2017. Prior to the Fourth Amendment, SDEI assigned the OPERATING SUBLEASE to Arena Group 2000, L.P., a California limited partnership ("OPERATOR").

C. OPERATOR entered into a Telecom Lease ("AGREEMENT") "Exhibit A" effective March 9, 2006 with Cricket Communications Inc., a Delaware corporation ("CRICKET"). The AGREEMENT is attached to this Consent to Agreement ("CONSENT") and incorporated into this CONSENT by this reference.

AGREEMENT

CITY consents to the AGREEMENT on the following terms and conditions:

1. NO FURTHER CONSENT: This CONSENT shall not be deemed to be a consent to any subsequent subletting, agreement, or use, nor shall the terms and conditions of this CONSENT be construed to support similar terms and conditions in the future.
2. USE: This CONSENT is for that use as set forth in the AGREEMENT, specifically the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, global positioning system antennas, equipment shelters and/or cabinets and related activities on the portion of the PROPERTY designated by Exhibit A to the AGREEMENT, and for no other purpose whatsoever.
3. SUBORDINATION: The AGREEMENT shall be subordinate to the OPERATING SUBLEASE in all respects, notwithstanding any provision of this CONSENT or the OPERATING SUBLEASE contrary to or in conflict with the AGREEMENT. The CITY is not bound by any term or condition in the AGREEMENT which in any way conflicts with or is additional to the provisions of the OPERATING SUBLEASE.
4. ASSIGNMENT: The AGREEMENT shall not be assigned without the prior written consent of the CITY. An assignment by operation of law shall automatically terminate the AGREEMENT.
5. CONSIDERATION: OPERATOR's consideration under the AGREEMENT shall be subject to rent payable to the CITY at the rate of fifty (50%) percent of OPERATOR's gross income. Current consideration under the AGREEMENT is Eighteen Thousand Dollars (\$18,000) per year, and current rent payable to the CITY is Nine Thousand Dollars (\$9,000) per year. OPERATOR shall notify CITY within thirty (30) days of any change in the amount of consideration received by OPERATOR under the AGREEMENT, and rent due CITY under this CONSENT and the OPERATING SUBLEASE shall be revised effective as of the date of the change in consideration.
6. HOLD HARMLESS: SCAS shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, representatives, agents, and employees from any and all liability, loss, claims, demands, damages or expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the AGREEMENT including the operations conducted by SCAS on the leased premises, the condition of the premises or from any act or omission of SCAS, its servants, employees, agents, contractors, invitees, representatives, concessionaires, or licensees provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the CITY, its agents, elected officials, officers, employees and representatives.

7. INSURANCE: SCAS shall be insured by an insurance carrier acceptable to the CITY and OPERATOR against loss from commercial general liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) per occurrence. SCAS shall file with CITY on or before the execution of this CONSENT a copy of SCAS's policy of insurance which shall name "THE CITY OF SAN DIEGO, its elected officials, officers, representatives, agents, and employees" as an additional insured. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.
8. EARLY TERMINATION: CITY reserves the right to withdraw its consent to the AGREEMENT at any time, and in its sole discretion, with thirty (30) days written notice as provided below. In the event of a termination of this CONSENT, CITY is not responsible for damages of any kind.
9. LEGAL PROCEEDING: Should it become necessary for the CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this CONSENT, AGREEMENT or the OPERATING SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court costs and attorney's fees.
10. NOTICES: Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to the parties as follows:

To CITY:

City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

To OPERATOR:

Ron Hahn
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

To Cricket Communications, Inc.:

Cricket Communications Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attention: Property Manager

Any party entitled or required to receive notice under this CONSENT may by like notice designate a different address to which notices shall be sent.

11. COMPLIANCE WITH LAWS: SCAS shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the use of the PROPERTY as set forth in the AGREEMENT.
12. AUDIT: CITY reserves the right at any and all reasonable times to examine and audit OPERATOR's books, records and accounts of all financial transactions related to the San Diego Sports Arena premises.
13. NO DISCRIMINATION: SCAS shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in SCAS's use of the PROPERTY as set forth in the AGREEMENT, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
14. RELATED ACTIONS: SCAS and OPERATOR acknowledge that CITY is consenting only to the AGREEMENT and not to any other use of the PROPERTY. By the granting of this CONSENT, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PROPERTY. Discretionary action includes but is not limited to permits, rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the PROPERTY. OPERATOR and SCAS shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the PROPERTY, as are necessary to develop and operate the use contemplated by the AGREEMENT, all at no cost to CITY.
15. SITE ACCESS FEES.

In addition to consideration paid to CITY, CRICKET shall pay CITY a one-time, nonrefundable site access fee in the amount of Forty-Three Thousand Four Hundred Eighty-Four Dollars (\$43,484), payable on the first day of the AGREEMENT commencement date.

16. SAN DIEGO'S STRONG MAYOR FORM OF GOVERNANCE: All references to "City Manager" in this Agreement and all subsequent amendments thereto shall be deemed to refer to "Mayor." This section shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter.
17. AUTHORITY. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the City Manager, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

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THE CITY OF SAN DIEGO

Dated 11/6/06

By David A. Sandoval
David A. Sandoval
Deputy Director, Real Estate Assets

ARENA GROUP 2000, L.P.

Dated 10/29/06

By [Signature]

Cricket Communications, Inc.

Dated 10/17/06

By [Signature]

APPROVED AS TO FORM AND
LEGALITY
MICHAEL AGUIRRE, City Attorney

Dated 11-21-06

By [Signature]
Deputy City Attorney