

CH 34322

Network Real Estate

verizonwireless

Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

March 30, 2005

Arena Group 2000, LP
Attn: Ernest W. Hahn, III
San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110

RE: Sublease Agreement Dated May 15, 1995

Dear Mr. Hahn:

On the 15th day of May 1995, Airtouch Cellular d/b/a Verizon Wireless entered into a Sublease Agreement with Arena Group 2000, LP for the use of the property located at 3500 Sports Arena Boulevard, San Diego, CA.

Pursuant to Paragraph 3 of the Amendment to the above Agreement this letter will serve as notification to exercise our option to extend this Agreement for an additional term of five (5) years from August 1, 2005 through July 31, 2010.

I trust the foregoing is clear, but should you have any questions regarding this renewal, please contact me at (908) 607-8830. For all other inquiries regarding this site, please call toll free (866) 862-4404.

Sincerely,

L Leigh-Anne Sullivan
Leigh-Anne Sullivan

Specialist-Network Real Estate

Site: SCA Sports Arena

Certified Mail/Return Receipt Requested
Certified # 70042510000135223474

7004 2510 0001 3522 3474

PS Form 3811, June 2002	Return Receipt Fee (Endorsement Required)	Restricted Delivery Fee (Endorsement Required)	Total Postage & Fees
Postage	Certified Fee		
U.S. Postal Service SM CERTIFIED MAIL SM RETURN RECEIPT REQUESTED (Domestic Mail Only) No Insurance			
For delivery information visit our website			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>X</i> <i>L Sullivan</i> ☐ Agent ☐ Address B. Received by (Printed Name) <i>Callan</i> C. Date of Delivery <i>5/1/05</i> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
1. Article Addressed to: <i>Arena Group 2000, LP</i> <i>Attn: Ernest W. Hahn, III</i> <i>San Diego Sports Arena</i> <i>3500 Sports Arena Blvd</i> <i>San Diego, CA 92110</i>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <i>7004 2510 0001 3522 3474</i>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

AMENDMENT NO. 1 TO SUBLEASE AGREEMENT

This AMENDMENT NO. 1 TO SUBLEASE AGREEMENT ("Amendment") is made this 1st day of December 1996, by and among ARENA GROUP 2000, L.P., a California limited partnership ("Lessor"), AIRTOUCH CELLULAR, a California corporation ("Lessee"), and the CITY OF SAN DIEGO, a municipal corporation ("City") with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor and Lessee are parties to a Sublease Agreement dated May 15, 1995 ("Sublease") for the use of certain real property, together with access and utility rights-of-way (collectively, "Premises") for the installation and operation of a communications facility.

B. City has agreed to consent to the terms and conditions of the Sublease as herein amended. Lessor and Lessee have agreed to modify the Sublease Agreement, as more fully provided below.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1. Consent to Sublease. City hereby consents to and approves the Sublease subject only to the terms and conditions of this Amendment. The Sublease, as modified by this Amendment, shall be subject and subordinate to the Operating Sublease and the Arena Group 2000 Sublease (as defined in the Sublease). The City's address for notices pursuant to the Sublease and this Amendment shall be the City of San Diego, Real Estate Assets Department, 1200 Third Avenue, Suite 1700, San Diego, CA 92101 Attn: Property Agent.

2. Rent. Effective upon execution of this Amendment, the Annual Rent payable pursuant to Section 3.A. of the Sublease shall be adjusted to provide additional annual rent ("Additional Rent") payable to the City as the owner of the property containing the Premises. AirTouch Cellular shall pay to the City, Additional Rent equal to the sum of Four Thousand Two Hundred and no/100 Dollars (\$4,200.00) payable in equal monthly installments of Three Hundred Fifty and 00/100 Dollars (\$350.00) per month, in advance on or before the first day of each calendar month. Additional Rent shall be subject to annual adjustments pursuant to Section

3.C. of the Sublease Agreement. Additional Rent, as adjusted, shall be payable retroactively to the effective date of the Sublease (i.e., May 15, 1995) on the date this Amendment is fully executed and delivered by the parties. In addition to the foregoing, Additional Rent shall be increased on the first day of each five (5) year option term (as provided in Section 3 below) by an amount equal to ten percent (10%) of the Additional Rent payable for the last twelve (12) month period of the preceding five (5) year term. Such adjustment to Additional Rent shall be made in lieu of an adjustment made pursuant to Section 3.C. of the Sublease Agreement for the first year of the applicable five (5) year option term (it being understood and agreed that annual adjustments to Additional Rent shall be made pursuant to Section 3.C. of the Sublease Agreement beginning on the second year of each applicable five (5) year option term). All installments of Additional Rent shall 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, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

3. Term. Section 3.B. of the Sublease is deleted in its entirety and is replaced by the following:

Lessee is hereby granted options to extend this Lease on the same terms and conditions (except as provided in Section 2 above) for three (3) additional five (5) year period(s) after the original term expires by giving Lessor written notice of its intention to do so at least ninety (90) days before the date the term would otherwise end; provided, however, that the term of this Lease shall not extend past the Operating Sublease Expiration Date, unless such date is extended pursuant to the terms of the Operating Sublease and the Arena Group 2000 Sublease. Notwithstanding the foregoing, however, City shall have the right to terminate the Sublease at any time after the date which is five (5) years after the date of this Amendment provided that (i) the Sublease is terminated pursuant to action by the City Council for the City of San Diego; (ii) the City provides written notice to Lessee and Lessor (at the addresses set forth in Section 12 of the Sublease) not less than nine (9) months prior to the effective date of termination; (iii) City shall provide an alternative site on the Sports Arena Property (as defined in the Sublease), provided such space is available, for the relocation of Lessee's equipment (at Lessee's expense); and (iv) City shall enter into a direct lease with Lessee on the same terms and conditions contained in the Sublease for the use and operation of Lessee's equipment at such relocation site. This section shall not apply to termination under default by Lessee. *m16* *that is* *STB* *del*

4. Assignment and Subletting. Lessee shall not assign the Sublease or sublet the Premises or any part thereof without the prior written consent of Lessor and the City. Any such assignment or subletting without such consent shall be void and shall constitute an event of default under the Sublease. Notwithstanding the foregoing, however, Lessee shall not require Lessor and/or

City's consent in order to assign all of its interest in the Sublease, and the rights under the Sublease, to any "affiliate" of Lessee or to any partnership in which Lessee or any "affiliate" of Lessee participates. As used herein an "affiliate" of Lessee shall mean any entity which controls, is controlled by, or is under common control with Lessee. Lessee shall give notice in writing, to Lessor and City within thirty (30) days of any change in Lessee name or address.

5. Use of the Property. Section 4.A. of the Sublease is deleted in its entirety and is replaced by the following:

Lessee may use the Premises for the purpose of constructing, maintaining, securing and operating a communications facility including fifteen (15) panel-type antennas and one (1) equipment building, as shown on Exhibit "A2" and for no other purpose. Lessee shall have the right to modify and/or substitute its antennas and antenna configuration from time to time during the term of the Sublease, without the consent of Lessor or the City, provided that (i) such modifications and/or substitutions shall not materially change the appearance of the antenna configuration and/or support structure or extend beyond the boundaries of the Premises as depicted on Exhibit "A2"; and (ii) Lessee shall obtain any and all permits and approvals for such modification and/or substitution required by governmental agencies having jurisdiction over the Premises. Notwithstanding the foregoing, City shall have the right to approve any increase in the number of antennas located on the Premises by Lessee. Such approval shall not be unreasonably withheld, conditioned or delayed. Improvements of the Premises to meet Lessee's needs shall be at Lessee's sole expense, and Lessee shall maintain the Premises in good condition throughout the term.

6. Termination. Section 4.B. of the Sublease is deleted in its entirety and is replaced by the following:

Lessee's ability to use the Premises is dependent upon Lessee obtaining all of the certificates, permits and other approvals which may be required from any federal, state or local authority and/or any easements which Lessee determines are required from any third parties. Lessor shall cooperate with Lessee from time to time, but at no expense to Lessor in its efforts to obtain such approvals and/or easements as may be required for the Premises as initially configured or as substantially modified, and Lessor shall take no action which will adversely affect the status of the Premises with respect to Lessee's proposed uses. If any application by Lessee for any such approval is finally denied or rejected, or if any such certificate, permit, license approval and/or easement is canceled, expires, lapses or is otherwise withdrawn or terminated or if, due to technological changes or for any other reason, Lessee, in its sole discretion, determines that it will be unable to use the Premises for Lessee's intended purposes, then Lessee shall have the right to immediately terminate this Lease, subject to Section 5 of the Sublease.

7. Hold Harmless. Lessee shall assume the defense of, indemnify and save harmless City from all claims, expenses and liability of every nature to the extent any such claim, expense and/or liability arises from, or is alleged to have arisen from, the operations conducted on the Premises or from any act or omission of Lessee, its agents and invitees.

8. Insurance. A copy of all policies of insurance required to be carried by Lessee pursuant to Sections 9 and 10 of the Sublease shall be filed with City and shall designate City as an additional insured. Each policy shall specify that the same may not be terminated, altered, or canceled without 30 days prior written notice to City by the insurance company. Sublessor and Sublessee hereby release each other from and against any and all claims for damages or losses covered by insurance required to be carried by the Sublease, the Arena Group 2000 Sublease and the Operating Sublease.

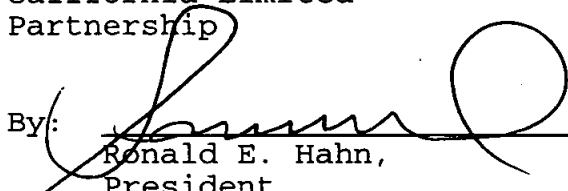
9. On Air Compatibility Test. Lessee shall observe each of the requirements of the Test Instructions and Procedures set forth in the attached Exhibit "C."

10. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Sublease shall remain in full force and effect. In the event of a conflict between any term or provision of the Sublease and of this Amendment, the terms and provisions of this Amendment shall control.

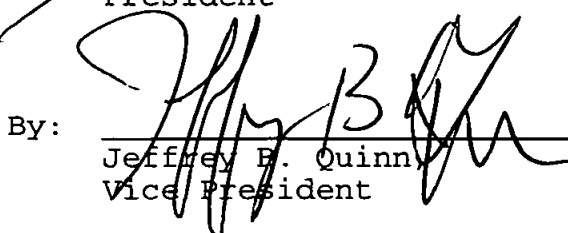
IN WITNESS WHEREOF, Lessor, Lessee, and City have caused this Amendment No. 1 to Sublease Agreement to be executed by each party's duly authorized representative effective as of the date first above written.

"Lessor"

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

By: 

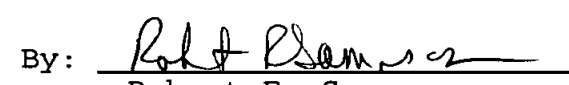
Ronald E. Hahn,
President

By: 

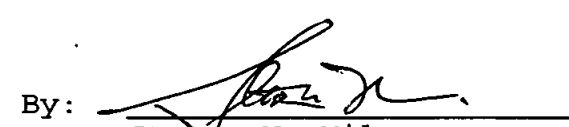
Jeffrey B. Quinn,
Vice President

"Lessee"

AIRTOUCH CELLULAR, a
California corporation

By: 

Robert F. Sampson,
Network Director

By: 

Steven N. Wilson,
Assistant Secretary

FORM APPROVED
LEGAL DEPARTMENT

"City"

CITY OF SAN DIEGO,
a municipal corporation

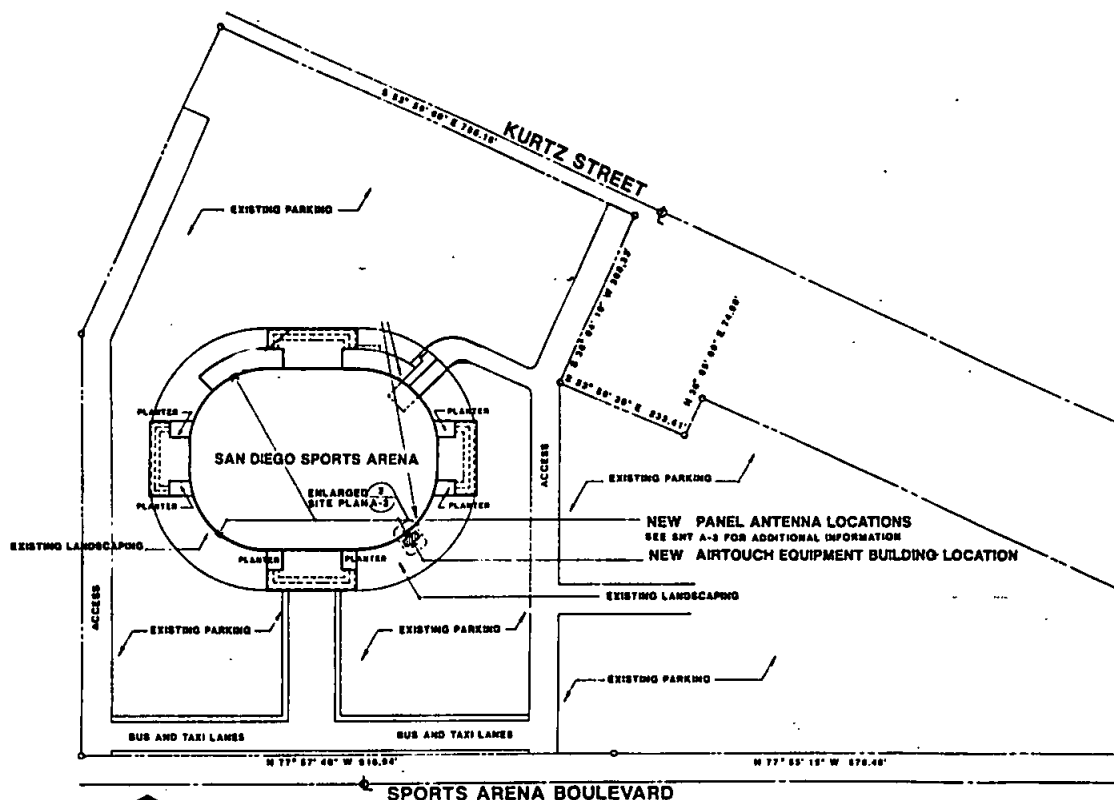
Approved as to Form:

By: City Manager

By: City Attorney

By: Mary Louise Groark
Name: Mary Louise Groark
Title: Supervising Property Agt.

By: H. Vandewalle
Name: H. Vandewalle
Deputy City
Attorney



PROJECT SUMMARY

APPLICANT:

AIRTOUCH CELLULAR
8333 MIRIA WILSON PLACE # 900
SAN DIEGO, CALIFORNIA 92111
(619) 525-7658
KEVIN MCLELLAN

PROPERTY OWNER:

SAN DIEGO ENTERTAINMENT INC.
3500 SPORTS ARENA BLVD.
SAN DIEGO, CALIFORNIA 92110
(619) 525-0813
ERNEST HANSEN

PROJECT DESCRIPTION:

AIRTOUCH PROPOSES TO CONSTRUCT, OPERATE, AND MAINTAIN AN APPROXIMATELY 420 SQUARE FOOT CELLULAR TELECOMMUNICATIONS FACILITY. THE PROJECT ALSO CONSISTS OF A CELLULAR ANTENNA SYSTEM (UP TO 16 DIRECTIONAL CELLULAR ANTENNAS).

NOTES:

- 1) ACTUAL ANTENNA LOCATION MAY VARY.
- 2) DIGITAL DSH ANTENNAS RANGE IN SIZE FROM 2' TO 4' IN DIAMETER.

EXISTING PROPERTY INFORMATION:

SITE ADDRESS: 3500 SPORTS ARENA BOULEVARD
SAN DIEGO, CALIFORNIA 92110

LEGAL DESCRIPTION: PORTION OF LOTS 341, 342, 350, 351, 352, 353 AND 358
ACCORDING TO MISC. MAP # 38 WITH LOT "A" AND A
PORTION OF LOT "B" OF PUEBLO LOT NUMBER 328.

APN # 760-103-05
ZONE: CA (COMMERCIAL)
USE: ASSEMBLY HALL
OCCUPANCY: A-1
CONSTRUCTION TYPE: 1

NEW BUILDING INFORMATION:

SITE ADDRESS: 7777 SPORTS ARENA BOULEVARD
SAN DIEGO, CA, 92110
USE: EQUIPMENT BUILDING
OCCUPANCY: B-2
CONSTRUCTION TYPE: 16-1110

colbourn-currier-noll
architect
robert a. colbourn
william s. currier
peter t. noll
10875 treasa st. # 101 san diego, ca 92121 (619) 596-1514



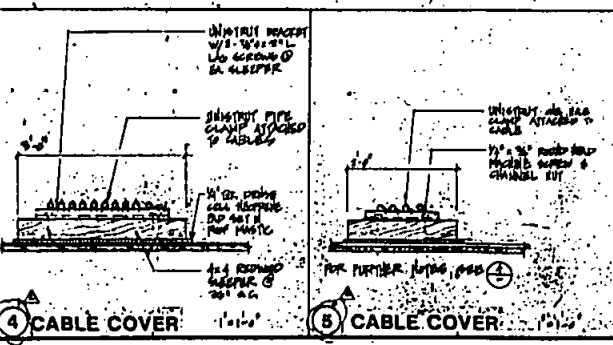
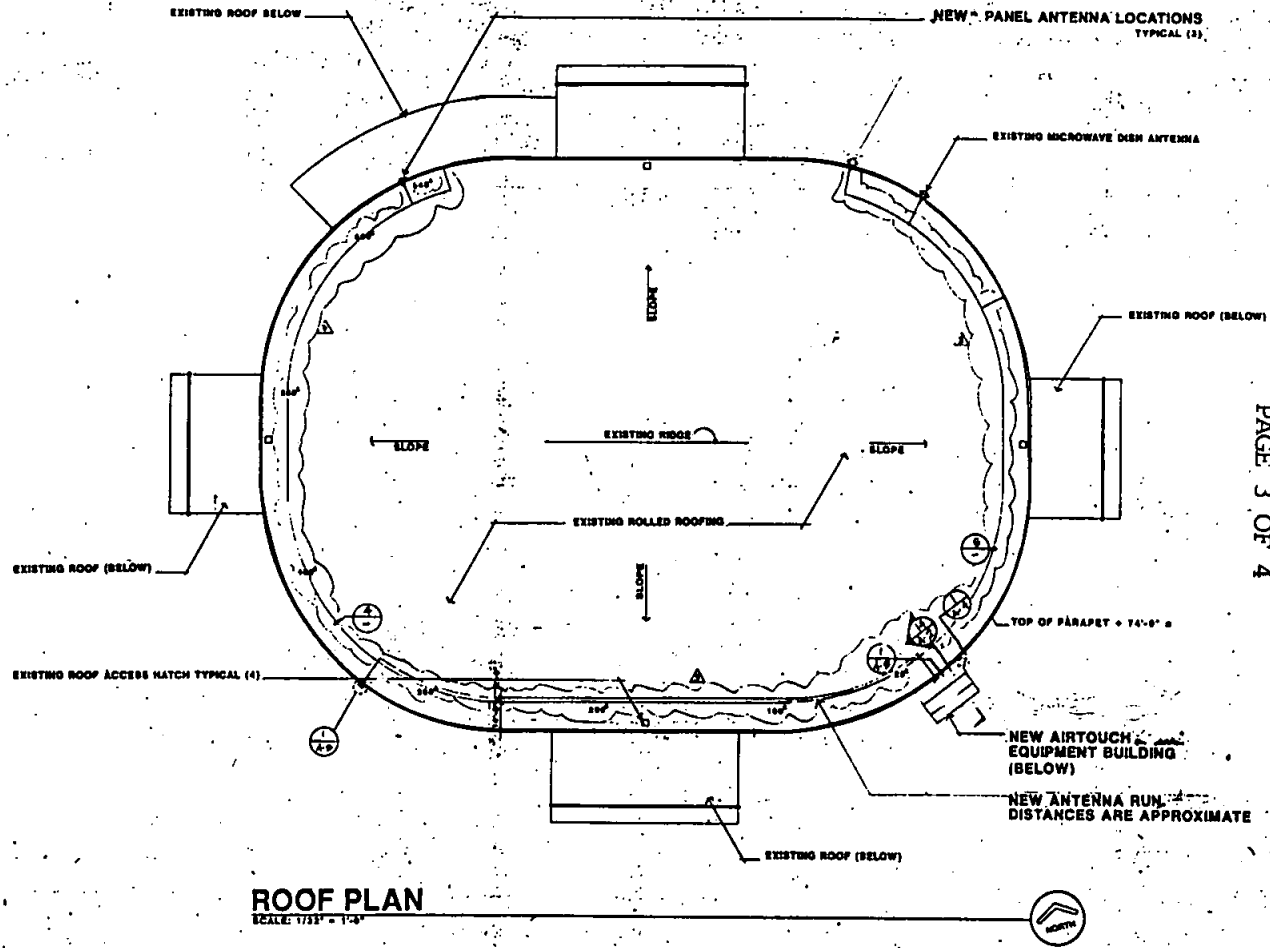
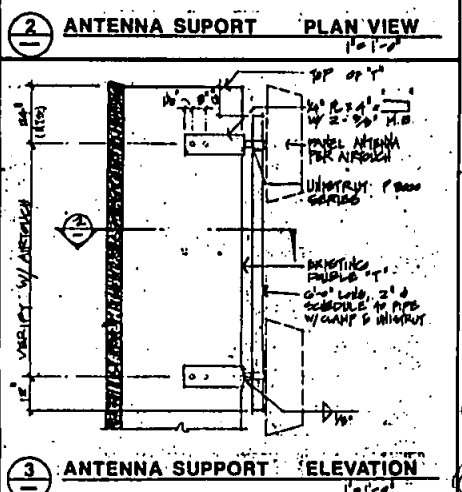
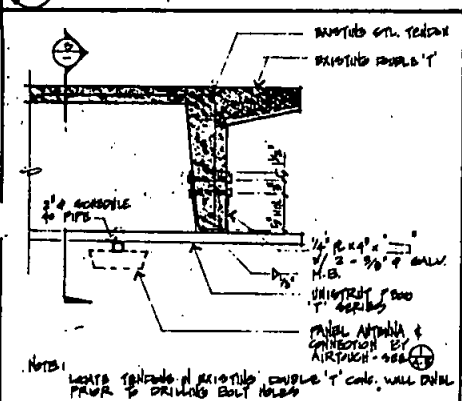
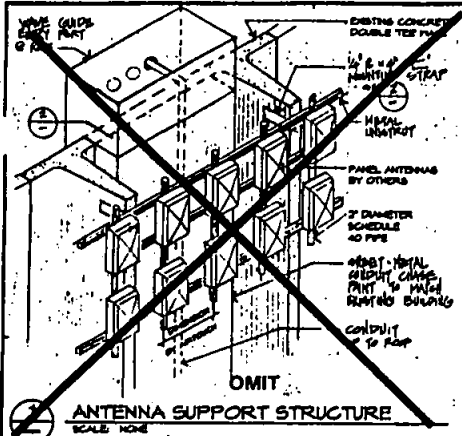
SITE PLAN
PROJECT SUMMARY

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date 4/11/98
drawn BLH
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of 12





CONFORMS
DEVELOPMENT SERVICES ON PARTMENT
Development and Environmental Planning Division

Plan Project/Order No. _____
 Confirms to: _____
 By: 4/2/79 Date: 5-2-79
 For: _____
 For: _____
 For: _____

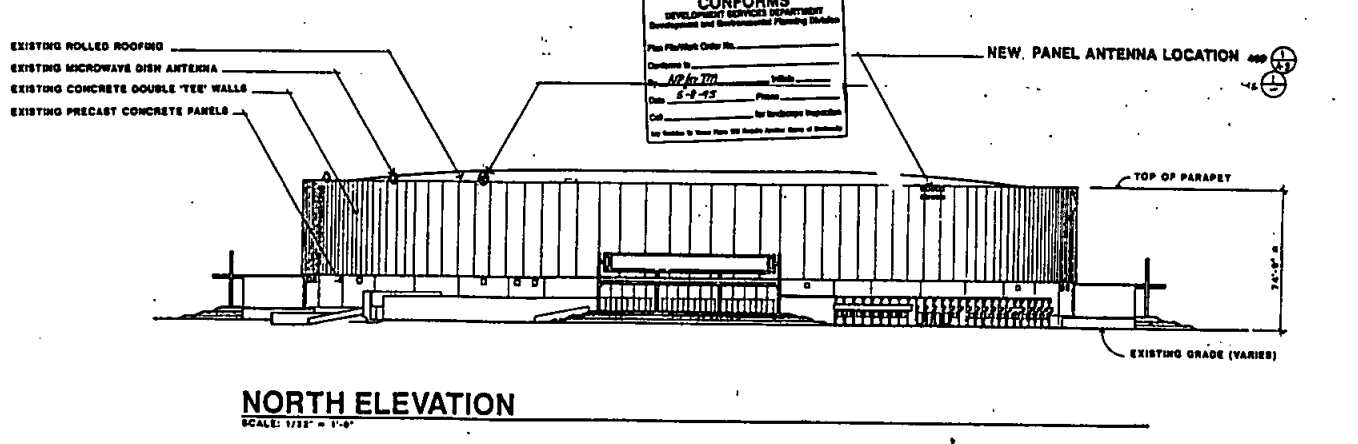
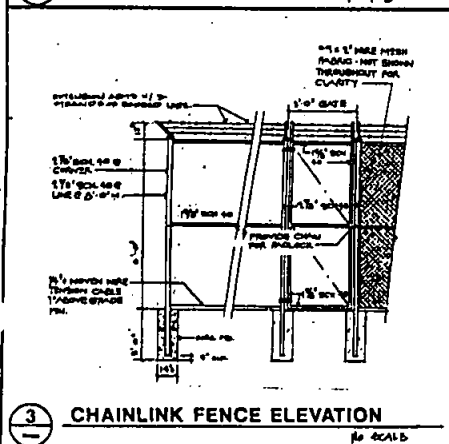
colbourn-currer-noll
architect
robert n. colbourn
william s. currer
peter s. noll
16875 ireland st. #101 san diego, ca 92131 (619) 695-1914



ROOF
DETAILS

revision	date
1	4/1/79
2	5/1/79
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USER COMMITTEE ELECTRONIC LAND USE
"ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to the LESSOR'S approval of an application for a new radio-electronic use authorization or modification of an existing authorization, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing authorized radio electronic type uses at the facility.

Should the interference problems result, it will be the responsibility of the user implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves.

LESSORS may recognize the right of prior authorizes and withhold approval of a radio-electronic authorization application or authorization modification pending settlement of interference problems between the applicant and other authorizees.

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use authorizees operating at the facility will be obtained from the users committee.

B. It will be the responsibility of the applicant to notify all radio electronic authorizees at the facility of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed authorizee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the authorizees to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the authorizees.

- (2) A copy of these instructions, "City of San Diego Radio-Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be so noted in the notification letter.
 - (3) Notification to Permittees shall be sent via U.S. Mail or hand delivered.
 - (4) The notification letter to the City Communications Engineer shall include a list of all Permittees notified.
- C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each PERMITTEE participating in the test and a list of those Permittees who did not respond.
- D. In the event a notified PERMITTEE fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the PERMITTEE has assured himself that his operations will not be affected.

3. On-The-Air Tests - Technical Details

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

- A. The applicant's transmitting and receiving equipment shall be of the type planned for final use at the site.
- (1) The transmitted RF power shall be the maximum to be used and authorized at the location.
 - (2) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (3) Antenna height(s), location(s) and type(s) shall be the same as the final installation plan.
- B. Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the applicant's electronic equipment.
- C. All tests will include testing with all frequencies planned for use by the applicant at the location.

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 HAN
Title: General Manager
Date: 3/26/99

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

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:

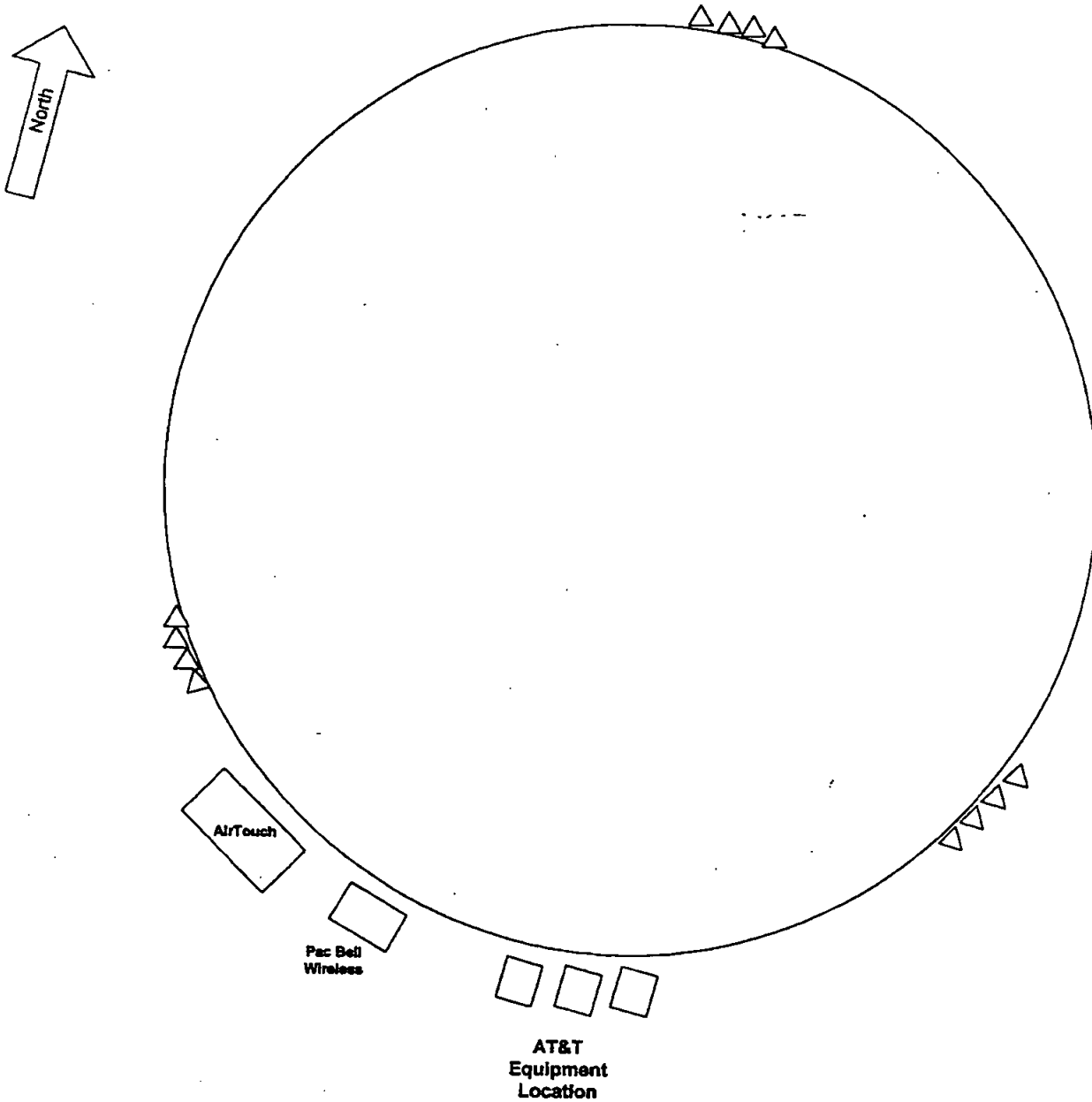
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Sublessee.
2. Setback of the Premises from the Lands boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental 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

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.

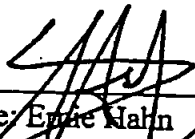
SUBLESSOR:

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

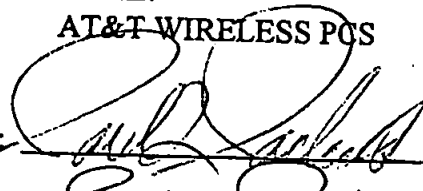
Date: _____

By: 
Name: Ernie Mahn
Title: General Manager

SUBLESSEE:

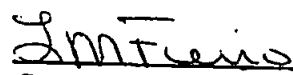
AT&T WIRELESS PCS

Date: 10-19-99

By: 
Name: Paul Lachuta
Title: Program Manager

THE CITY OF SAN DIEGO

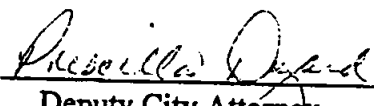
Date: 10-21-99

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:\WP01\1999\GIBSON\MCSA-AT&T WIRELESS.wpd



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

\\WP01\1999\GIBSON\NL-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

AWS 49675

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SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Lease") is entered into as of this 15th day of May, 1995, by and between ARENA GROUP 2000, L.P., a California limited partnership ("LESSOR"), and AIRTOUCH CELLULAR, a California corporation ("LESSEE").

WHEREAS, the City of San Diego, a municipal corporation ("City") has leased to the San Diego Arena Lease Company, a California nonprofit corporation ("SDALC") certain real property and improvements commonly known as the San Diego Sports Arena located at 3500 Sports Arena Boulevard, San Diego, California ("Sports Arena Property") pursuant to a certain Ground Lease Agreement dated August 10, 1967 filed in the Office of the City Clerk of San Diego as Document No. 714702;

WHEREAS, SDALC has leased to San Diego Entertainment, Inc. a California corporation ("Operator") the Sports Arena Property pursuant to a certain Operating Sublease dated August 6, 1971, recorded August 6, 1971 as Document No. 174413, Book 1971 of the Official Records of San Diego County, California, as modified by (i) an Amendment to Operating Sublease filed in the Office of the City Clerk of San Diego on November 30, 1987 as Document No. RR-269856 and (ii) a Second Amendment to Operating Sublease dated March 29, 1993 (collectively, "Operating Sublease"), the term of which is scheduled to expire on November 7, 2015 ("Operating Sublease Expiration Date");

WHEREAS, the City has also leased to Operator certain real property and parking lot improvements (collectively, "Parking Lot Property"), located adjacent and contiguous to the Sports Arena Property, pursuant to a certain Agreement to Sublease dated April 1, 1976 ("Parking Lot Lease") between Operator and the City as successor-in-interest to Union Oil Company of California, a California corporation;

WHEREAS, LESSOR, as "Sub-Operator," and Operator entered into a certain Sublease dated October 13, 1993 ("Arena Group 2000 Sublease") for the leasing of the Sports Arena Property and the Parking Lot Property on all of the terms and conditions of the Operating Sublease and the Parking Lot Lease;

WHEREAS, LESSOR and LESSEE are parties to a certain License Agreement dated March 31, 1995 ("License") for the use of a portion of the Sports Arena Property and the Parking Lot Property for the installation, operation and use of a communications facility, together with a right of access and a right to install utilities (collectively, "Premises"); and

WHEREAS, LESSOR and LESSEE intend that this Lease shall supersede the License effective on the date this Lease is fully executed by the parties ("Commencement Date");

NOW, THEREFORE, in consideration of the recitals above and of the mutual obligations and agreements contained below in this Lease, the parties agree as follows:

1. The Premises

A. The Sports Arena Property and the Parking Lot Property are described on the attached Exhibit "A1."

B. The Premises are contained within the Sports Arena Property, are approximately One Thousand (1,000) square feet in area, include exterior ground level space for the installation of LESSEE's communications equipment building and appurtenances; (ii) space on and within the exterior walls and roof of the Sports Arena building ("Building") for the installation of communications antennas and related equipment; and (iii) exterior ground level space and space located on and within the Building for necessary cables, conduits and wires to connect LESSEE's equipment at the ground level portion of the Premises to the antennas and appurtenances on and within the Building, and are situated substantially as shown on the attached Exhibit "A2." LESSOR and LESSEE agree that the Premises and LESSEE's improvements shall be delineated on plans

prepared at the sole cost of LESSEE and such plans shall then replace Exhibit "A2" and shall control to describe the Premises in the event of any discrepancy between such delineation and the description of the Premises set forth above. LESSEE shall have the right to park its vehicles on the Parking Lot Property when LESSEE is servicing its communications facility.

2. Lease And Irrevocable Easement

LESSOR hereby leases the Premises to LESSEE and grants to LESSEE an irrevocable, non-exclusive easement (during the term of this Lease, as the same may be extended) of access to the Premises (seven [7] days a week, twenty-four [24] hours a day) and the right to install and maintain utility cables, conduits and pipes over, under and along a twenty (20) foot wide right-of-way extending from the Premises to the nearest appropriate utility connection. If required during the term of the Lease, LESSEE shall have the right to install a temporary power source (including a generator) on the Premises or at an appropriate location on the Sports Arena Property or the Parking Lot Property reasonably acceptable to LESSOR.

3. Term And Rent

A. This Lease shall be for an initial term of five (5) years beginning on the Commencement Date at an Annual Rent of Eleven Thousand Four Hundred and No/100 Dollars (\$11,400.00), which rent shall be paid in equal monthly installments, in advance, on the first day of each month to LESSOR or as LESSOR may otherwise direct from time to time in writing at least thirty (30) days prior to any rent payment date. On the Commencement Date, the License shall be superseded by this Lease and shall terminate and be of no further force and effect.

B. LESSEE is hereby granted options to extend this Lease on the same terms and conditions for three (3) additional five (5) year period(s) after the original term expires by giving LESSOR written notice of its intention to do so at least ninety (90) days before the date the term would otherwise end provided, however, that the term of this Lease shall not extend past the Operating Sublease Expiration Date, unless such date is extended pursuant to the terms of the Operating Sublease and the Arena Group 2000 Sublease.

C. The parties agree that Annual Rent shall be adjusted annually throughout the term of the Lease on each anniversary of the Commencement Date (or the first day of the month in which such anniversary occurs) by the percentage change in the most recently published Consumer Price Index (1982-84=100) Urban Wage Earners and Clerical Workers-Los Angeles, Anaheim, Riverside ("Index") compared to the Index published twelve (12) months earlier. If the Index is discontinued or changed so that it is not practical to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

D. If this Lease remains in effect at the conclusion of the extension periods provided above, subject to the limitations set forth in Section 3.B. above, this Lease shall continue in force upon the same terms and conditions for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days before the end of such additional period. Annual rent adjustments shall be made during any such additional period(s) in the manner described above.

4. Use Of The Property

A. LESSEE may use the Premises for any lawful purpose, including, without limitation, to construct, maintain, secure and operate a communications facility, including required antennas (as the same may be modified, added to and/or substituted from time to time) and antenna support structures, and for any other uses incidental thereto. Each such antenna and/or antenna support structure shall be configured as requested by LESSEE from time to time, provided that LESSEE obtains, pursuant to Section 4.B. below, all permits and approvals required by applicable jurisdictions relative to any such desired configuration. Improvement of the Premises to meet LESSEE's needs shall be at LESSEE's sole expense, and LESSEE shall maintain the Premises in a reasonable condition throughout the term.

B. LESSEE's ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits and other approvals which may be required from any federal, state or local authority and/or any easements which LESSEE determines are required from any third parties. LESSOR shall cooperate with LESSEE from time to time, but at no expense to LESSOR, in its efforts to obtain such approvals and/or easements as may be required for the Premises as initially configured or as subsequently modified, and LESSOR shall take no action which will adversely affect the status of the Premises with respect to LESSEE's proposed uses. If any application by LESSEE for any such approval is finally denied or rejected, or if any such certificate, permit, license approval and/or easement is canceled, expires, lapses or is otherwise withdrawn or terminated, or if, due to technological changes or for any other reason, LESSEE, in its sole discretion, determines that it will be unable to use the Premises for LESSEE's intended purposes, then LESSEE shall have the right to immediately terminate this Lease.

C. LESSEE represents and warrants that LESSEE's intended use of the Premises has been administratively approved by the City pursuant to City Development Services Department Permit No. 91-0302-44 dated February 3, 1995. LESSOR represents and warrants that this Lease has been filed with and approved by the City pursuant to Section 7(b) of the Operating Sublease.

D. In the event (i) LESSOR receives any request or requests to locate any wireless communications transmitting/receiving equipment on the Sports Arena Property and/or the Parking Lot Property from any third party which is in the business of wireless communications ("Carrier") or (ii) LESSEE discovers any interference with its use of the Premises after the installation of any communications equipment on the Sports Arena Property and/or the Parking Lot Property by any Carrier, LESSOR shall comply with all of the provisions set forth in the "Technical Requirements for Third Party Co-location" which are attached to this Lease as Exhibit "C." LESSEE shall have the right to disapprove any proposal for the installation and/or use of wireless communications transmitting/receiving equipment by any carrier on the Sports Arena Property and/or the Parking Lot Property if, in LESSEE's sole judgment, any of the permits, authorizations and/or approvals obtained by LESSEE from governmental and/or quasi-governmental agencies for LESSEE's use of the Premises would be adversely affected by such installation and/or use.

5. Termination

A. LESSEE shall notify LESSOR of LESSEE's exercise of its right to terminate this Lease, and this Lease shall terminate upon LESSOR's receipt of such notice. Such termination shall relieve both parties of any further obligations under this Lease, although each shall continue to have remedies for any breach of a lease obligation which occurred prior to the date of termination. Within thirty (30) days following the expiration or termination of this Lease, LESSEE shall remove its personal property and fixtures and restore the Premises to their original condition, reasonable wear and tear excepted. The parties agree that all of the provisions of Sections 8, 9 and 10 shall continue to apply until LESSEE has completed its removal of personal property and fixtures and restoration of the Premises.

6. Taxes

LESSEE shall pay as additional rent any increases in real property taxes levied against the Sports Arena Property and/or the Parking Lot as a direct result of the improvements constructed by LESSEE on the property. LESSEE will not be responsible for any increases in real property taxes which are a result of a reassessment of the Sports Arena Property and/or the Parking Lot due to any sale or transfer of ownership thereof.

7. Utilities

LESSEE shall be responsible directly to the serving entities for all utilities required for LESSEE's use of the Premises. Should electric power be provided by LESSOR, LESSEE shall install an electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE, on a regular basis and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as a payment separate from Annual Rent and shall be computed at the then-current public utility rate. Should water be provided by LESSOR, LESSEE will, on a monthly basis,

reimburse LESSOR for water used by LESSEE as a payment separate from rent and computed at the then-current public utility rate.

8. Indemnification

Each party hereby indemnifies the other and the other's partners, affiliates, agents and employees against and holds the other and all such persons and entities harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the use and/or occupancy of the Sports Arena Property and/or the Parking Lot Property by such indemnifying party. Notwithstanding the preceding, the provisions of this Section 8 shall not apply to any claim arising from or in connection with any negligent or intentional conduct of the indemnified party or of any agent or employee, contractor or invitee of such party.

9. Personal Property Insurance

LESSEE shall provide LESSOR satisfactory evidence of personal property insurance in an amount sufficient to fully protect all personal property owned or controlled by LESSEE, on and within the Premises, from theft, fire, or other loss or damage while upon the Premises.

10. Public Liability Insurance

Beginning on the Commencement Date and throughout the term of this Lease, as the same may be extended, each party shall, at its sole cost and expense, keep or cause to be kept in force, commercial general liability insurance coverage against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Sports Arena Property and/or the Parking Lot Property or the Premises, as the case may be, and improvements thereon, providing protection of at least One Million and 00/100 Dollars (\$1,000,000.00). Each party shall deliver to the other party, not later than thirty (30) days after the Commencement Date, certificates of insurance evidencing the coverage required pursuant to Sections 6, 7 and 9. 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.

11. LESSEE Defaults

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LESSEE;

(1) The failure by LESSEE to make any payment of Annual Rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in Section 11.A.(1), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR; provided, however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by LESSEE, in addition to any other remedies available to LESSOR at law or in equity, LESSOR shall have the option to terminate this Lease and all rights of LESSEE hereunder.

C. If there occurs an Event of Default by LESSEE, LESSOR shall not have the right, prior to the termination of this Lease pursuant to Section 13 below, to re-enter the Premises and/or remove persons or property from the Premises.

12. Notices

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt request, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should LESSOR or LESSEE have a change of address, the other party shall immediately be notified as provided in this Section 12 of such change. Unless LESSOR otherwise specifies in writing, rent checks from LESSEE shall be made payable to the person listed below to whom notices are sent.

LESSEE:

AirTouch Cellular
5355 Mira Sorrento Pl., Ste. 500
San Diego, CA 92121
Attn: Real Estate Dept.
with a copy to:

AirTouch Cellular
P.O. Box 19707
Irvine, CA 92713-9704
Attn: Legal Dept.

LESSOR:

Arena Group 2000, L.P.
c/o San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, CA 92110
Attn: Mr. Ernest W. Hahn, II

13. Resolution Of Disputes

A. Except as set forth in Section 13.D. below, all controversies or claims arising out of or relating to this Lease or any agreements or instruments relating thereto, or their enforcement or interpretation, or arising out of or relating to any alleged breach, default, or misrepresentation in connection with any of the provisions under this Lease, or any agreements or instruments relating thereto, shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") as of the date of this Lease.

B. The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease at the addresses listed in Section 12 above and to JAMS at 401 B Street, Suite 200, San Diego, California 92101 (telecopier: (619) 236-9032). Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. If and when any party to this Lease shall make a demand for arbitration, the parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. If there is any legal or arbitration action or proceeding between LESSOR and LESSEE to enforce any provision of the Lease or to protect or establish any right or remedy of either LESSOR or LESSEE hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by such prevailing party in such action or proceeding, including proceedings to confirm, correct, or vacate any arbitration award, and any appeal in connection therewith.

C. The parties may agree on an arbitrator from the JAMS panel for any arbitration pursuant to this Section 13. If the parties are unable to agree on an arbitrator, JAMS shall provide a list of three prospective arbitrators and each party shall strike one in accordance with the JAMS Rules. The remaining arbitrator shall serve as the designated arbitrator during the arbitration proceedings conducted pursuant to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review. In the event of any conflict between this Section 13 and the JAMS Rules, this Section 13 shall control.

D. Notwithstanding any provision of this Section 13 to the contrary, LESSOR and LESSEE shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

E. LESSOR and LESSEE agree that, in any arbitration conducted pursuant to this Section 13, the arbitrator shall have no power or right to award punitive damages.

14. Sale Or Transfer By LESSOR

Should LESSOR, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of the Sports Arena Property and/or the Parking Lot Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of LESSEE's rights hereunder.

15. Hazardous Material

A. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined in Section 15.B.) on, under, about or within the Sports Arena Property and/or the Parking Lot Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Section 15.B.) on, under, about or within the Sports Arena Property and/or the Parking Lot Property in violation of any law or regulation.

B. LESSOR and LESSEE each agree to defend and indemnify 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 warranty or agreement contained in Section 15.A. As used in Section 15.A., "Hazardous Material" shall mean any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

16. Quiet Enjoyment And LESSOR'S Non-Interference

LESSOR warrants and agrees that LESSEE, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Premises. LESSOR shall not cause or permit any use of the Sports Arena Property and/or the Parking Lot Property which interferes with or otherwise impairs the quality of the communications transmissions made to and from the Premises by LESSEE. Subject only to the provisions of Section 4.C. above, LESSOR agrees that no other antenna(s) shall be erected upon any portion of the Sports Arena Property and/or the Parking Lot Property without LESSEE's prior written consent, which consent may be withheld in LESSEE's sole discretion.

17. Miscellaneous Provisions

A. LESSOR warrants and agrees that LESSOR is seized of good and sufficient title to and interest in the Premises and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on the Premises which would affect this Lease.

B. This Lease, including the attached exhibits, incorporates all agreements and understandings between LESSOR and LESSEE, and no verbal agreements or understandings shall be binding upon either LESSOR or LESSEE, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by both of the parties.

C. LESSOR warrants and agrees that the Sports Arena Property and/or the Parking Lot Property (including, without limitation, the Premises), and all improvements comply with, and during the term of this Lease shall continue to comply with, all building, life/safety, disability and other laws, codes and regulations made publicly known or established by any

governmental or quasi-governmental authority. All such compliance shall be accomplished at LESSOR's sole cost and expense.

D. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

E. This Lease, and each and every covenant and condition herein, is intended to benefit the Premises and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

F. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

G. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.

H. If LESSOR breaches this Lease in any manner or substantially breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to LESSEE's estate hereunder or contained in any lease under which LESSOR holds title to any portion of the Sports Arena Property and/or the Parking Lot Property, and if LESSOR fails to commence to cure such breach within thirty (30) days after receiving a written notice from LESSEE specifying exactly the violation (or if LESSOR fails thereafter to diligently prosecute the cure to completion), then LESSEE may enforce any and all of its rights and/or remedies hereunder or by law provided or it may (although it shall not be obligated to do so) cure LESSOR's breach and/or perform LESSOR's obligations (on LESSOR's behalf and at LESSOR's expense) and require LESSOR to reimburse (or offset against Annual Rent payable under this Lease) all reasonable costs and expenses incurred by LESSEE in connection with such cure and/or performance plus interest (from the date that such costs and expenses are incurred until reimbursement) at ten percent (10%) per annum.

I. At LESSOR's option, this Lease shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or any part of the Premises, provided that every such mortgagee shall recognize, in writing and in a form acceptable to LESSEE, (i) the validity of this Lease in the event of a foreclosure of LESSOR's interest and (ii) LESSEE's right to remain in occupancy and have access to the Premises as long as there is not an existing Event of Default by LESSEE with all cure periods having lapsed at the time of foreclosure. LESSEE shall execute whatever instruments may reasonably be required to evidence any such subordination. If, as of the date of execution of this Lease, there is any deed of trust, ground lease or other similar encumbrance affecting the Sports Arena Property and/or the Parking Lot Property, LESSOR agrees to use its best efforts to assist LESSEE and to cooperate with LESSEE in obtaining from the holder of such encumbrance an agreement that LESSEE shall not be disturbed in its possession, use and enjoyment of the Premises.

J. If any portion of this Lease is declared by a court of competent jurisdiction (or by an arbitrator pursuant to the provisions of Section 13 above) to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court or arbitrator, as the case may be, to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

K. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

L. The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

M. Concurrently with the execution of this Lease, LESSOR shall execute before a notary and deliver to LESSEE for recording a "Memorandum of Sublease Agreement" in the form of the attached Exhibit "B."

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Sublease Agreement as of the day and year first-above written.

LESSOR:

LESSEE:

ARENA GROUP 2000, L.P.,
a California limited partnership

AIRTOUCH CELLULAR,
a California corporation

By: ARENA FOUNDERS, L.P.
a California limited partnership,
Managing General Partner

By: Nancy J. Hobbs
Nancy J. Hobbs,
Vice President and General Manager
of San Diego and Imperial Counties

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

By: Scott M. Johnson
Scott M. Johnson
Assistant Secretary

By: Ronald E. Hahn
Name: Ronald E. Hahn
Title: President

By: Jeffrey B. Devix
Name: Jeffrey B. Devix
Title: VP

FORM APPROVED
LEGAL DEPARTMENT

BY: Eric C. Young 5/15/95
ERIC C. YOUNG

The Sports Arena Property and
the Parking Lot Property

Parcel 1:

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

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South $77^{\circ}23'46''$ 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 $37^{\circ}33'41''$ 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 prolongation 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 File/Page 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 $25^{\circ}51'31''$ 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 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 $77^{\circ}23'46''$ 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.

VICINITY MAP



SAN DIEGO SPORTS ARENA

SAN DIEGO, CALIFORNIA

PROJECT SUMMARY

APPLICANT:

AIRTOUCH CELLULAR
5355 MIAMI AVENUE PLACE #300
SAN DIEGO, CALIFORNIA 92121
(619) 525-7036
KEVIN HODGE

PROPERTY OWNER:

SAN DIEGO ENTERTAINMENT INC.
3500 SPORTS ARENA BLVD
SAN DIEGO, CALIFORNIA 92110
(619) 725-8813
ERNEST HAHM

PROJECT DESCRIPTION:

AIRTOUCH PROPOSES TO CONSTRUCT, OPERATE, AND MAINTAIN AN APPROXIMATELY 420 SQUARE FOOT CELLULAR TELECOMMUNICATIONS FACILITY. THE PROJECT ALSO CONSISTS OF A CELLULAR ANTENNA SYSTEM UP TO 10 DIRECTIONAL CELLULAR ANTENNAS, LOCATED ON THE FACE OF THE EXISTING BUILDING.

NOTES:

- 1) ACTUAL ANTENNA LOCATION MAY VARY.
- 2) DIRECTIONAL PANEL ANTENNAS RANGE IN HEIGHT FROM 1' TO 4'.

EXISTING PROPERTY INFORMATION:

SITE ADDRESS: 3500 SPORTS ARENA BOULEVARD
SAN DIEGO, CALIFORNIA 92110

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 1 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP # 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

APN

780-107-85

ZONE:

CA (COMMERCIAL)

USE:

ASSEMBLY HALL

OCCUPANCY:

03

CONSTRUCTION TYPE:

V - 1 H

NEW BUILDING INFORMATION:

SITE ADDRESS:

SPORTS ARENA BOULEVARD
SAN DIEGO, CA 92110

USE:

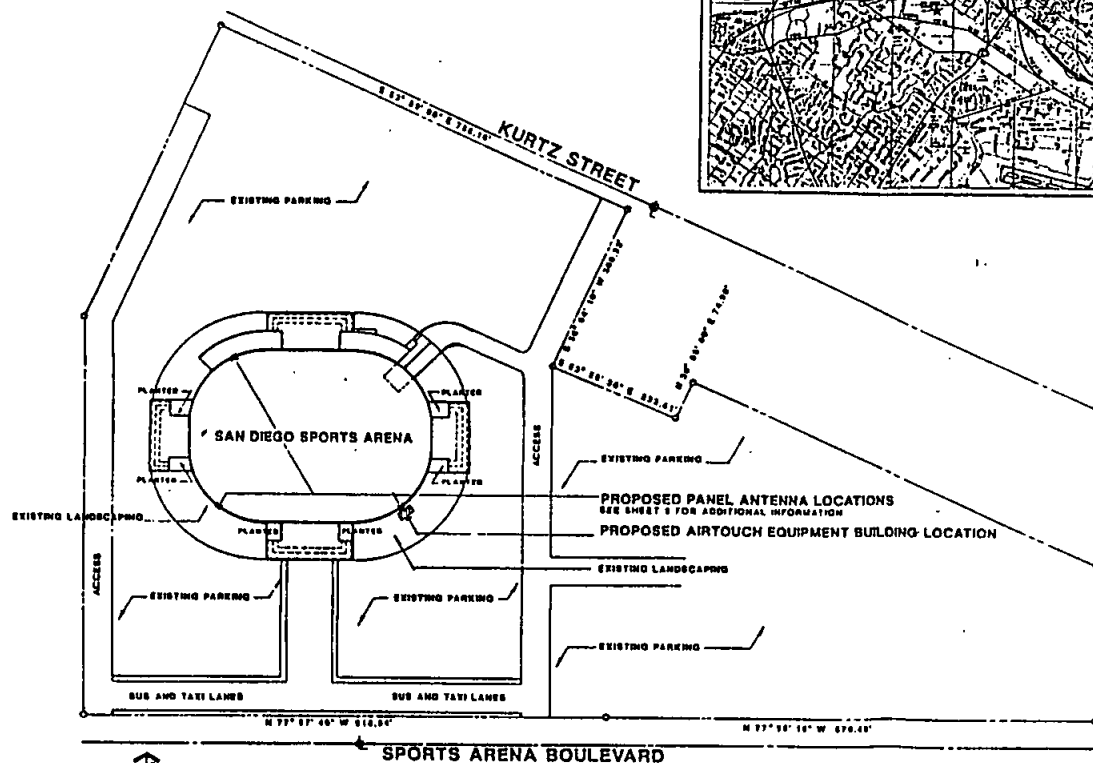
EQUIPMENT BUILDING

OCCUPANCY:

03

CONSTRUCTION TYPE:

V - N



SITE PLAN

SCALE: 1" = 100'

colbourn-currier-noll
architect
10675 Trece St. #101 San Diego, CA 92131 (619) 695-1914

AIRTOUCH
Cellular

SITE PLAN
PROJECT SUMMARY
VICINITY MAP

revision date

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

date 1/18/93

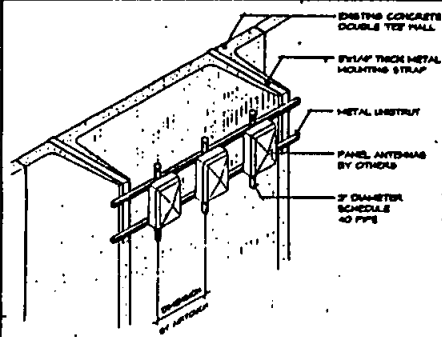
drawn BLN

checked PSN

job SPORTS ARENA

sheet 1

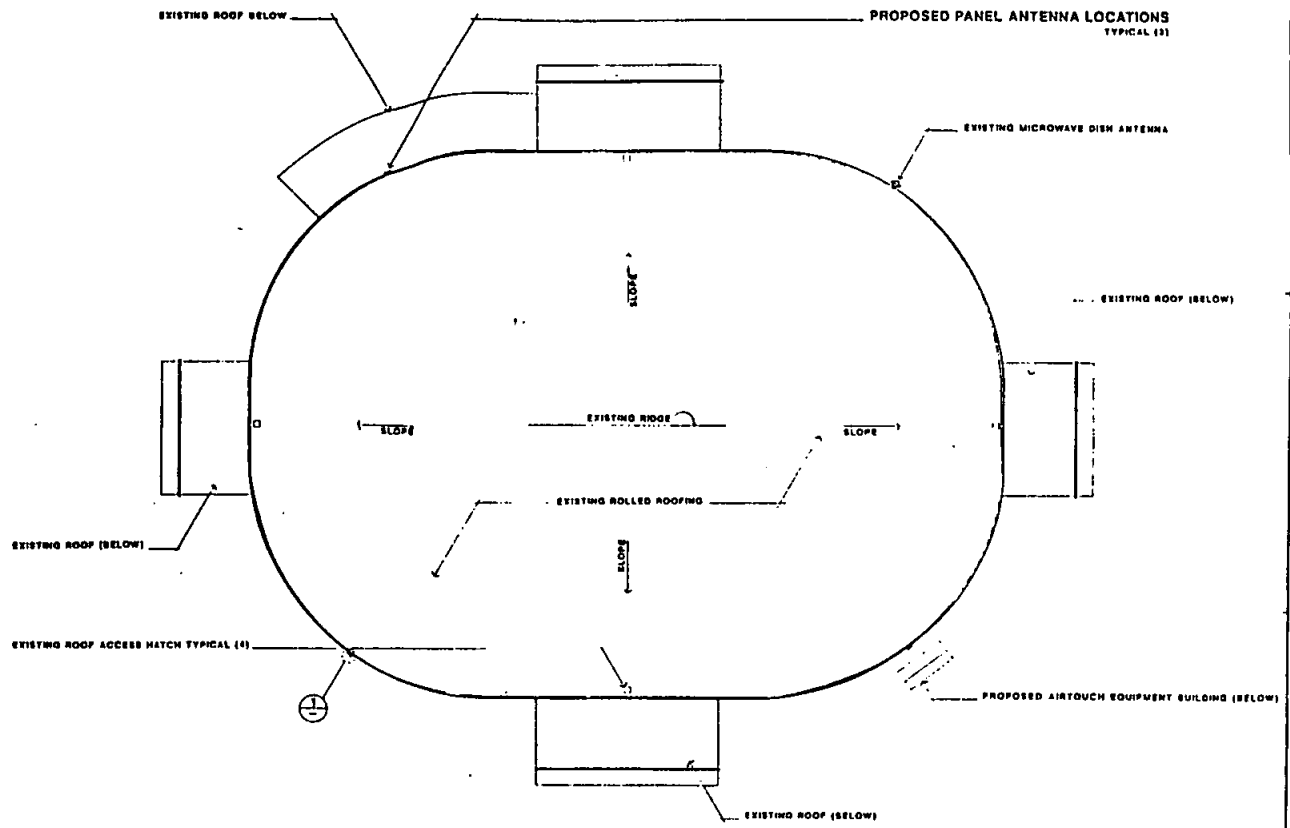
of 3



1 ANTENNA SUPPORT STRUCTURE
SCALE: 1/8\"/>

2

3



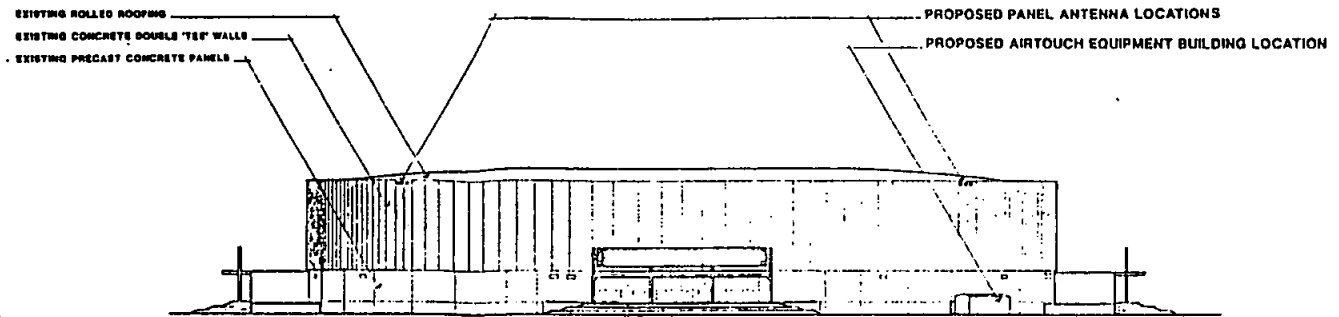
ROOF PLAN
SCALE: 1/32\"/>

colbourn-currier-noll
architecture
10675 treana st. #101 san diego, ca 92131 (619) 695-1914
robert n. colbourn architect
william b. currier architect
peter c. noll architect

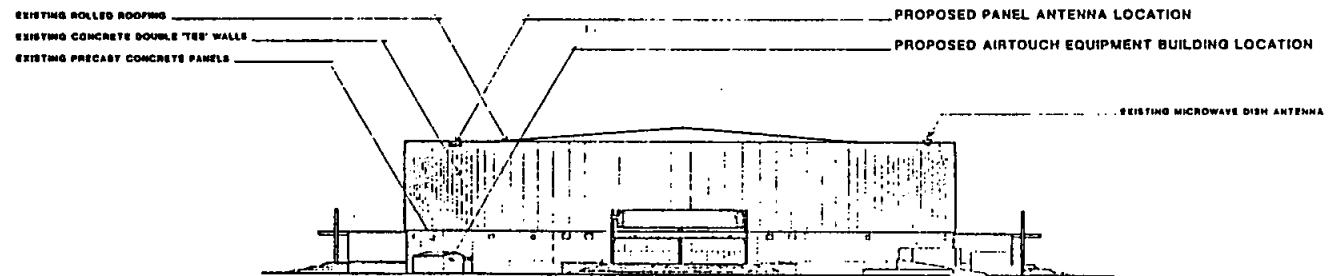
AIRTOUCH
Cellular
1915 SANTA ANITA AVENUE, SUITE 100, SAN ANTONIO, TEXAS 78204
(512) 343-1234

ROOF PLAN
DETAILS

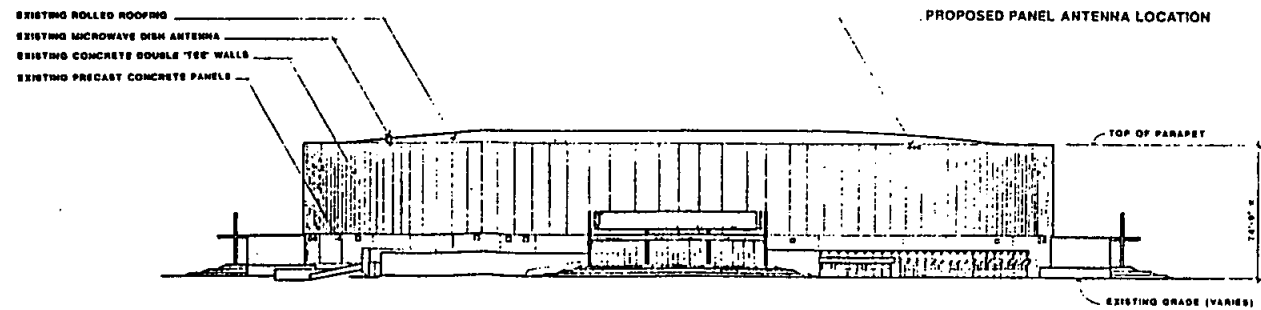
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date	1/16/05
drawn	BLH
checked	PSH
job	SPORTS ARENA
sheet	2
of	3



SOUTH ELEVATION
SCALE: 1/32" = 1'-0"



EAST ELEVATION
SCALE: 1/32" = 1'-0"



NORTH ELEVATION
SCALE: 1/32" = 1'-0"

colbourn-currier-noll
architecture
10675 ireana st. #101 san diego, ca 92131 (619) 695-1914
JOHN A. CURRIER ARCHITECT
WILLIAM S. CURRIER ARCHITECT
DAVID S. NOLL ARCHITECT

AIRTOUCH
Cellular
10600 MIRALOMA BLVD., SUITE 200, SAN DIEGO, CA 92121
(619) 444-1111

EXTERIOR ELEVATIONS	
revision	date
△	
△	
△	
△	
△	
△	
date	5/16/95
drawn	BLW
checked	PSN
JOB SPORTS ARENA	
sheet	3
	3
of	3

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)

AirTouch Cellular)
P. O. Box 19707)
Irvine, California 92713-9707)
Attn: Legal Department)
(Re: Sports Arena))

(space above for Recorder's use)

MEMORANDUM OF SUBLEASE AGREEMENT

This MEMORANDUM OF SUBLEASE AGREEMENT is made and entered into as of this _____ day of _____ 1995, by and between ARENA GROUP 2000, L.P., a California limited partnership ("LESSOR"), and AIRTOUCH CELLULAR, a California corporation ("LESSEE").

1. LESSOR, on the terms and conditions set forth in an unrecorded document dated _____, 1995, and entitled "Sublease Agreement" which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to LESSEE, and LESSEE hereby rents and accepts from LESSOR, certain real property ("Premises") located at 3500 Sports Area Boulevard, in the City of San Diego, County of San Diego, State of California, within certain real property and improvements defined in the Sublease Agreement as the "Sports Arena Property" and the "Parking Lot Property" and by this reference incorporated herein ("LESSOR's Property"), together with right of access to and from the Premises and to install and maintain utilities, for an initial term of five (5) years commencing on the Commencement Date (as defined in the Sublease Agreement), which term is subject to certain extension rights, as more fully provided in the Sublease Agreement.

2. The Sublease Agreement provides, among other things, that LESSOR shall not cause or permit any use of the Sports Arena Property and/or the Parking Lot Property which interferes with or otherwise impairs the quality of communications transmissions made to and from the Premises by LESSEE. Subject only to the provisions of Section 4.D. of the Ground Lease Agreement, LESSOR agrees that no other antenna(s) shall be erected upon any portion of the Sports Arena Property and/or the Parking Lot without LESSEE's prior written consent, which consent may be withheld in LESSEE's sole discretion.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum of Sublease Agreement as of the day and year first-above written.

LESSOR:

LESSEE:

ARENA GROUP 2000, L.P.,
a California limited partnership

AIRTOUCH CELLULAR,
a California corporation

By: ARENA FOUNDERS, L.P.
a California limited partnership,
Managing General Partner

By: _____
Nancy J. Hobbs,
Vice President and General Manager
of San Diego and Imperial Counties

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

By: _____
Roger P. Downes,
Assistant Secretary

By: _____
Ronald E. Hahn
President

By: _____
Jeffrey B. Quinn
Vice President

**TECHNICAL REQUIREMENTS
FOR THIRD PARTY CO-LOCATION**
(Section 4.D.)

1. LESSOR shall obtain preliminary plans and technical specifications for the proposed facility from Carrier and shall submit the same to LESSEE. LESSEE shall have ten (10) business days to respond to LESSOR in writing with preliminary comments concerning Carrier's proposed plans and specifications and LESSEE's approval or disapproval of such plans and specifications.

2. If Carrier's plans and specifications are not approved by LESSEE, then LESSOR shall instruct Carrier to revise its plans and specifications to meet the objections thereto set forth in LESSEE's written disapproval. No construction, installation, testing, or operation of Carrier's transmitting/receiving equipment shall be permitted by LESSOR unless and until LESSEE approves Carrier's plans and specifications.

3. If Carrier's plans and specifications are approved by LESSEE, LESSOR shall notify LESSEE in writing as to the scheduled date and time of commencement of construction and installation of Carrier's transmitting/receiving equipment not less than five (5) business days prior to such date.

4. LESSOR shall also notify LESSEE in writing five (5) business days prior to Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test will be conducted jointly by LESSEE and Carrier and shall measure:

A. The signal transmit levels at the output after the final filter stage on Carrier's transmit line with all transmitters keyed up at maximum power.

B. Antenna isolation between the output of the final filter stage on Carrier's transmit line and input line to LESSEE's multicoupler in LESSEE's frequency band of operation.

C. The combination of (i) worst case level measured out of Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -120dBm in LESSEE's Federal Communications Commission authorized receive and transmit bands of operation. If LESSEE determines that it is experiencing interference, LESSEE shall notify LESSOR and Carrier to immediately cease the pre-operation transmit test and LESSOR shall cause Carrier to cease such test. Thereafter, LESSEE shall have two (2) business days to submit its written approval, disapproval or conditional approval of Carrier's intended equipment installation to LESSOR.

5. LESSOR and LESSEE understand and agree that it shall be Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation transmit test and operation of Carrier's antenna system. Any change to Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in Sections 3 and 4 of this Exhibit "C."

Sports Arena - Blue book
file lease

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This AMENDMENT NO. 1 TO LICENSE AGREEMENT ("Amendment") is made this 18th day of JULY 1995, by and between ARENA GROUP 2000, L.P., a California limited partnership ("LICENSOR"), and AIRTOUCH CELLULAR, a California corporation ("LICENSEE"), with reference to the facts set forth in the Recitals below:

RECITALS

A. LICENSOR and LICENSEE are parties to a License Agreement dated March 31, 1995 ("License") for the use of certain real property, together with access, utilities, and rights-of-way (collectively, "Premises") for the installation and operation of a communications facility.

B. LICENSOR and LICENSEE have agreed to modify the License Agreement, as more fully provided below.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1. Valuable Consideration. As additional one-time consideration for the License, LICENSEE shall deliver to LICENSOR, without warranty from LICENSEE one (1) Motorola "Micro Tac Elite" portable cellular telephone unit serial number 21302688153 on or about the date this Amendment is fully executed by LICENSOR and LICENSEE. It is understood and agreed that the provision of such cellular telephone unit shall not include the provision of any free or discounted cellular telephone service to LICENSOR or to any third party. It is further understood that LICENSOR may purchase cellular service from the vendor of LICENSOR's choice.

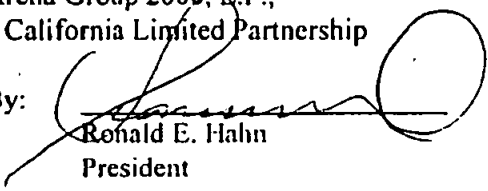
2. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term or provision of the License and of this Amendment, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Amendment No. 1 to License Agreement to be executed by each party's duly authorized representative effective as of the date first above written.

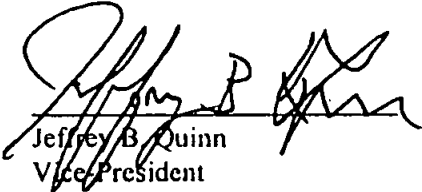
"LICENSOR"

Arena Group 2000, L.P.,
a California Limited Partnership

By:


Ronald E. Hahn
President

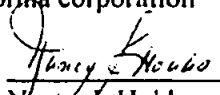
By:


Jeffrey B. Quinn
Vice President

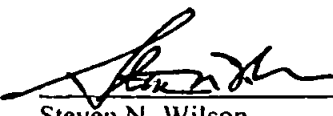
"LICENSEE"

AIRTOUCH CELLULAR
a California corporation

By:

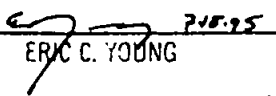

Nancy J. Hobbs,
Vice President and General Manager of
San Diego and Imperial Counties

By:


Steven N. Wilson,
Assistant Secretary

FORM APPROVED
LEGAL DEPARTMENT

BY:


ERIC C. YOUNG

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of the 31st day of March, 1995, by and between Arena Group 2000, L.P., a California Limited Partnership ("LICENSOR"), and AIRTOUCH CELLULAR, a California corporation ("LICENSEE"), with offices at 5355 Mira Sorrento Place, Suite 500, San Diego, California 92121.

WITNESSETH THAT:

WHEREAS, LICENSOR is the owner of that certain real property commonly known as 3500 Sports Arena Boulevard, San Diego, California ("LICENSOR's Property") the legal description of which is contained in Exhibit "A1" attached hereto and by this reference incorporated herein; and

WHEREAS, LICENSEE desires to use a portion of LICENSOR's Property (such portion hereinafter referred to as the "Premises"), together with a right of access and a right to access, connect and use utilities located at or about LICENSOR's Property;

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

Commencing on the date of this Agreement, and subject to the terms and provisions hereinafter set forth, LICENSOR grants to LICENSEE, its agents and its employees a license (i) to install, operate and maintain certain communications equipment owned by LICENSEE, including required rooftop antennas and antenna support structures, together with wires, cables, conduits and pipes necessary to connect the various components thereof (collectively "LICENSEE's Equipment"), within a portion of LICENSOR's improvements constructed on LICENSOR's Property ("Structure"), all situated substantially as shown on Exhibit "A2" attached hereto and by this reference incorporated herein; (ii) for a non-exclusive right (during the term of this Agreement, as the same maybe extended) to access the Premises and LICENSEE's Equipment (seven (7) days a week, twenty-four (24)

hours a day); and (iii) to install and maintain utility wires, cables, conduits and pipes among the components of LICENSEE's Equipment and from LICENSEE's Equipment to the utility sources now or hereafter existing in or about the Structure and/or LICENSOR's Property. Should LICENSEE be unable to secure utility services via the electric power source provided to LICENSEE by LICENSOR pursuant to Section 5 hereof, or should ingress and egress be limited for any reason as determined by LICENSEE, LICENSOR agrees to grant to LICENSEE additional licenses for utility and/or access rights-of-way as reasonably required to make LICENSEE's Equipment usable for the purposes described herein. The parties agree that this is a license coupled with an interest.

2. Term and License Fee.

The term of this Agreement shall commence as of the date hereof and may be terminated at will by either party upon the delivery of not less than six (6) months prior written notice. Beginning on the Commencement Date, as hereinafter defined, LICENSEE shall pay to LICENSOR a fee in the amount of Nine Hundred Fifty and no/100 Dollars (\$950.00) per month ("License Fee"), in advance, on the first day of each calendar month. If this Agreement commences or terminates on a day other than the first or last day of a calendar month, then the License Fee for that month shall be pro-rated based on a thirty (30) day month. For purposes of this Agreement the "Commencement Date" shall be the earlier of (i) the date which is one hundred twenty (120) days after the Date of this Agreement, or (ii) the date LICENSEE commences communications transmissions from the Premises.

3. Use of the Premises; LICENSOR's Non-Interference.

A. LICENSEE shall have the right to use the Premises for any purpose related to communications transmissions, including without limitation the purpose of constructing, maintaining, securing and operating a communications equipment facility, including required rooftop antennas and antenna support structures, and for any other uses which are incidental thereto. LICENSEE's improvements to the Premises to meet LICENSEE's needs shall be at LICENSEE's sole expense and LICENSEE shall maintain the Premises in a reasonable condition throughout the term of this Agreement.

B. It is understood and agreed that LICENSEE's ability to use and/or protect its interest in the Premises is dependent upon LICENSEE's obtaining all of the certificates, permits and other approvals which may be required from any federal, state or local authority or any third parties. LICENSOR shall cooperate with LICENSEE, but at no expense to LICENSOR, in its efforts to obtain such approvals. If any approval is denied, rejected and/or terminated, then LICENSEE shall have the right to terminate this Agreement without penalty, which termination shall be effective upon delivery of written notice to LICENSOR by LICENSEE.

C. LICENSOR represents, covenants and warrants that LICENSEE, upon paying the License Fee and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR agrees that no commercial or government antenna structure(s) will be erected upon any portion of LICENSOR's Property without LICENSEE's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. LICENSOR further agrees that neither LICENSOR nor any other licensee, lessee or permittee of LICENSOR shall conflict or interfere with or otherwise obstruct LICENSEE's Equipment, the area upon which LICENSEE's Equipment is installed or with LICENSEE's use and/or maintenance of LICENSEE's Equipment.

D. In the event (i) LICENSOR receives any request or requests to locate any wireless communications transmitting/receiving equipment on LICENSOR's Property from any third party which is in the business of wireless communications ("Carrier") or (ii) LICENSEE discovers any interference with its use of the Premises after the installation of any communications equipment on LICENSOR's Property by any Carrier, LICENSOR shall comply with all of the provisions set forth in the "Technical Requirements for Third Party Co-Location" which are attached to this License as Exhibit "B." Notwithstanding the foregoing, LICENSEE shall have the right to disapprove any proposal for the installation and/or use of wireless communications transmitting/receiving equipment by any Carrier on LICENSOR's Property in the event any of the permits, authorizations and/or approvals obtained by LICENSEE from governmental and/or quasi-governmental agencies for LICENSEE's use of the Premises would be adversely affected by such installation and/or use in LICENSEE's sole judgment.

4. Termination Procedure.

A. Either party desiring to terminate this Agreement shall notify the other party of its election of to terminate this Agreement, and this Agreement shall terminate in accordance with the terms herein. Termination of this Agreement shall relieve both parties of any further obligations hereunder, although each shall continue to have any and all remedies for any breach of an obligation which occurred prior to the date of termination.

B. For thirty (30) days following the expiration or termination of this Agreement, LICENSEE shall have the right to enter LICENSOR's Property to remove LICENSEE's Equipment and its personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear excepted. The parties agree that, notwithstanding any provision to the contrary contained in this Agreement, all of the provisions of Sections 7.A., 7.D., 8 and 9 below shall continue to apply until LICENSEE has completed the removal of its personal property and fixtures and restoration of the Premises in accordance with this Section 4.B.

5. Utilities.

A. LICENSEE shall be responsible directly to the serving entities for all utilities required for LICENSEE's use of the Premises. Should electric power be provided by LICENSOR, LICENSEE shall install an electric meter and LICENSEE's usage shall be read by LICENSOR or at LICENSOR's option, by LICENSEE, on a regular basis and the cost of electricity used by LICENSEE shall be paid by LICENSEE to LICENSOR as a payment separate from License Fee and shall be computed at the then-current public utility rate. Should water be provided by LICENSOR, LICENSEE will, on a monthly basis, reimburse LICENSOR for water used by LICENSEE as a payment separate from the License Fee and computed at the then-current public utility rate.

B. If there is any stoppage, reduction and/or interruption of electric power service to the Premises, LICENSEE shall have the right to provide a temporary power source to the Premises (via generator or otherwise), on LICENSOR's Property at LICENSEE's sole cost and expense. To the extent known by LICENSOR, LICENSOR shall notify LICENSEE at least twenty-four

(24) hours prior to the time that electric power will be stopped, reduced or interrupted at the Premises and shall otherwise reasonably cooperate with LICENSEE in installing its alternative power source on LICENSOR's Property.

6. Assignment and Subletting.

LICENSEE shall not voluntarily assign this Agreement without LICENSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, however, LICENSEE shall not require LICENSOR's consent in order to assign this Agreement, or to sublease all or any portion of the Premises, to any "affiliate" of LICENSEE, or to any partnership in which LICENSEE or any "affiliate" of LICENSEE participates. As used herein, an "affiliate" of LICENSEE shall mean any entity which controls, is controlled by, or is under common control with LICENSEE.

7. Property Insurance; Fire or Other Casualty.

A. LICENSOR shall maintain in full force and effect throughout the term of this Agreement, as the same may be extended, all-risk insurance, including sprinkler leakage coverage, in an amount equal to the full replacement cost of all LICENSOR's improvements now or hereafter located on LICENSOR's Property.

B. If the Structure, or access to it, is damaged or destroyed by fire or other casualty covered by the form of all-risk coverage insurance required to be carried by LICENSOR, LICENSOR shall deliver written notice to LICENSEE, within twenty (20) days after the occurrence of the casualty, of LICENSOR's election (i) not to repair, restore and/or reconstruct the Structure but to designate a site on which LICENSEE may relocate in accordance with Section 7.C. below, or (ii) to repair, restore and/or reconstruct the Structure. If, as a result of any such casualty, LICENSEE is unable to use the Premises in the same manner and to the same extent as it was used prior to the date of damage or destruction, the License Fee shall abate during the period of repair or reconstruction.

C. LICENSOR expressly agrees that during any period of repair, restoration or reconstruction LICENSEE may use and/or construct a replacement communications facility including

antennas and other antenna support structures, upon an alternative portion of LICENSOR's Property which is equally suitable for LICENSEE's purposes, provided such space is available. The exact site to which LICENSEE may relocate will be determined by LICENSOR, and it may be within another portion of the Structure or may be upon any portion of LICENSOR's Property (or of any adjoining property owned or controlled by LICENSOR), provided that LICENSEE reasonably approves the site as equally suitable for LICENSEE's intended uses. Within five (5) days of the date of occurrence of any casualty, LICENSOR will designate a temporary site to which LICENSEE may relocate and it will designate a permanent site to which LICENSEE may relocate in any notice to LICENSEE that it does not intend to repair, restore or reconstruct the Structure.

D. LICENSOR hereby releases LICENSEE and its partners, affiliates, agents and employees from liability or responsibility for any loss or damage to the extent resulting from any cause or hazard with respect to which insurance is required to be carried pursuant to this Section 7 and from any loss or damage resulting from any loss of the use of any property. This release shall apply between the parties, and shall also apply to any claims under or through LICENSOR as a result of any asserted right of subrogation. Any policy of insurance obtained pursuant to this Section 7 shall include a clause or endorsement waiving the insurer's right of subrogation against LICENSEE.

3. Public Liability Insurance.

A. Beginning on the date of this Agreement and throughout its term or any extension thereof, each party shall, at its sole cost and expense, keep or cause to be kept in force, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of LICENSOR's Property or the Premises, as the case may be, and improvements thereon, providing protection of at least One Million and no/100 Dollars (\$1,000,000.00).

B. Each party shall deliver to the other party, not later than thirty (30) days after the Commencement Date, certificates of insurance evidencing the coverage required pursuant to Sections 7 and 8 with limits not less than those

specified above. 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.

9. Indemnities: Limitations of Liability.

A. Subject to Section 7.D. above and Section 9.B. below, LICENSOR and LICENSEE shall defend, indemnify and hold the other and the other's partners, affiliates, agents and employees harmless from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the performance of the indemnifying party's obligations under this Agreement and the use and/or occupancy of LICENSOR's Property by such indemnifying party; provided that this indemnity shall not apply to any claim to the extent arising from or in connection with any negligent or intentional conduct of the indemnified party or its agents, servants or employees.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS.

10. Notices.

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should LICENSOR or LICENSEE have a change of address, the other party shall immediately be notified as provided in this Section 10 of such change.

LICENSEE:

AirTouch Cellular
5355 Mira Sorrento Place,
Suite 500
San Diego, California 92121
Attn: Real Estate Department

LICENSOR:

Arena Group 2000
c/o San Diego Sports Arena
3500 Sports Arena Boulevard
San Diego, California 92110
Attn: Ernest W. Hahn, II

with a copy to:

AirTouch Cellular
P.O. Box 19707
Irvine, California 92713-9704
Attn: Legal Department

11. Hazardous Materials.

A. LICENSOR represents, warrants and agrees that (i) neither LICENSOR nor, to LICENSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LICENSOR's Property in violation of any law or regulation, and (ii) LICENSOR shall not, and shall not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within LICENSOR's Property in violation of any law or regulation. LICENSEE agrees that it shall not use, generate, store or dispose of any Hazardous Material on, under, about or within LICENSOR's Property in violation of any law or regulation. "Hazardous

Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California 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.

B. Subject to the limitations of Section 9.B. above, LICENSOR and LICENSEE 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 Section 11.A. above.

12. Resolution of Disputes.

A. All controversies or claims arising out of or relating to this Agreement or any agreements or instruments relating thereto, or their enforcement or interpretation, or arising out of or relating to any alleged breach, default, or misrepresentation in connection with any of the provisions under this Agreement, or any agreements or instruments relating thereto, shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") as of the date of this Agreement.

B. The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Agreement at the addresses listed in Section 10 above and to JAMS at 401 B Street, Suite 200, San Diego, California 92101 (telecopier: (619) 236-9032). Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. If and when any party to this Agreement shall make a demand for arbitration, the parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. If there is any legal

or arbitration action or proceeding between LICENSOR and LICENSEE to enforce any provision of this Agreement or to protect or establish any right or remedy of either LICENSOR or LICENSEE hereunder, the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by such prevailing party in such action or proceeding, including proceedings to confirm, correct, or vacate any arbitration award, and any appeal in connection therewith.

C. The parties may agree on an arbitrator from the JAMS panel for any arbitration pursuant to this Section 12. If the parties are unable to agree on an arbitrator, JAMS shall provide a list of three prospective arbitrators and each party shall strike one in accordance with the JAMS Rules. The remaining arbitrator shall serve as the designated arbitrator during the arbitration proceedings conducted pursuant to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review. In the event of any conflict between this Section 12 and the JAMS Rules, this Section 12 shall control.

13. Miscellaneous Provisions.

A. LICENSOR represents, covenants and warrants that LICENSEE, upon paying the rent and performing the covenant herein provided, shall peaceably and quietly have, hold and enjoy the Premises.

B. If any portion of this Agreement is declared by binding authority to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

C. This Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE, and no verbal or oral agreement, promises or understandings shall or will be binding upon either LICENSOR or LICENSEE, and any addition, variation or modification to this Agreement shall be ineffective unless made in writing and signed by the parties hereto.

D. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

E. The language of each part of this Agreement shall be construed simply and according to its fair meaning, and this Agreement shall never be construed either for or against either party.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have duly executed this Agreement as of the day and year first-above written.

LICENSOR:

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

By: [Signature]
Name: [Signature]
Title: VP

By: [Signature]
Name: Rodolfo Noya
Title: President

LICENSEE:

AIRTOUCH CELLULAR,
a California corporation

By: [Signature]
Nancy J. Hobbs,
Vice President and General
Manager of San Diego and
Imperial Counties

By: [Signature]
Roger P. Downes,
Assistant Secretary

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. 1531, 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 $37^{\circ}33'41''$ 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 prolongation 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 File/Page No. 137836 of Official Records; thence along the boundary of said Kurtz Street as follows:

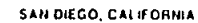
South $36^{\circ}32'31''$ West, a distance of 5.00 feet; North $53^{\circ}26'49''$ West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of $39^{\circ}03'30''$ an arc length of 204.51 feet; thence South $25^{\circ}51'31''$ 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 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 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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architecture

[illegible]

AIRTOUCH
Cellular

SITE PLAN
PROJECT SUMMIT
VICINITY MAP

revision date

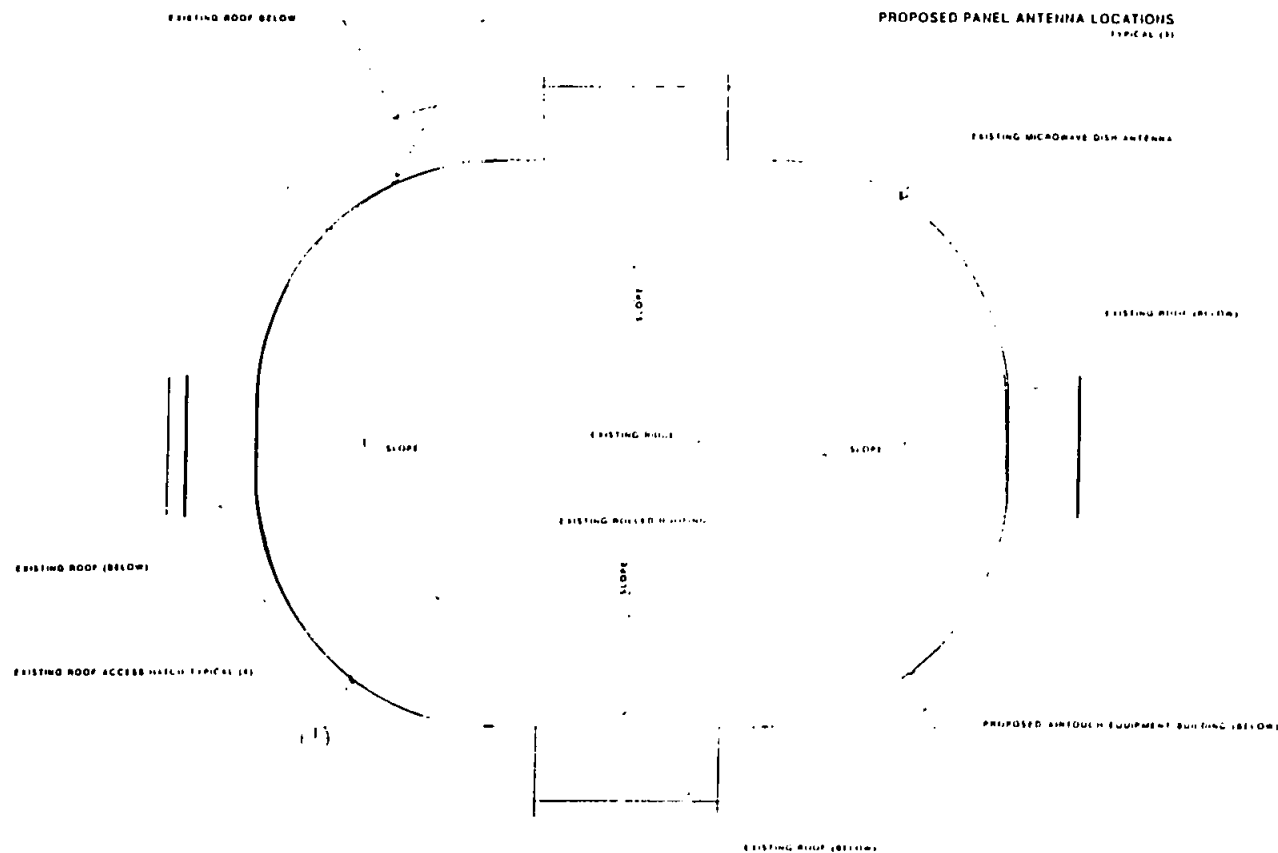
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of	3

EXHIBIT "A2" page 1 of 3



ROOF PLAN

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colbourn·currier·noll
architecture

10675 1988-11-18



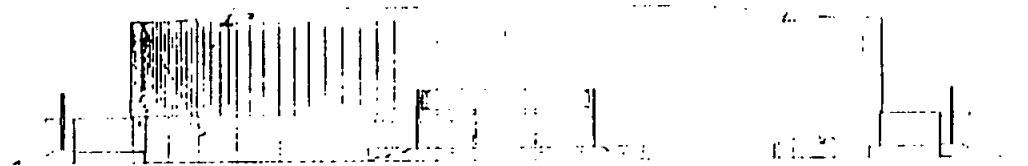
AIRTOUCH
Cellular

NOTED BY: *[Signature]*
DATE: *[Signature]*

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checked	by
job	specification
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of	3

EXISTING ROLLED ROOFING
EXISTING CONCRETE DOUBLE TEE WALLS
EXISTING PRECAST CONCRETE PANELS

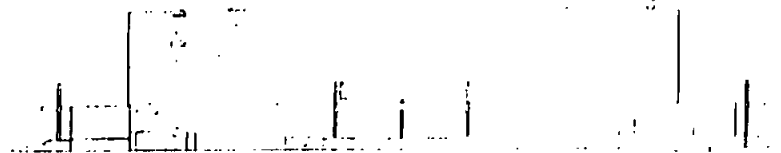
PROPOSED PANEL ANTENNA LOCATIONS
PROPOSED AIRTOUCH EQUIPMENT BUILDING LOCATION



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

EXISTING ROLLED ROOFING
EXISTING CONCRETE DOUBLE TEE WALLS
EXISTING PRECAST CONCRETE PANELS

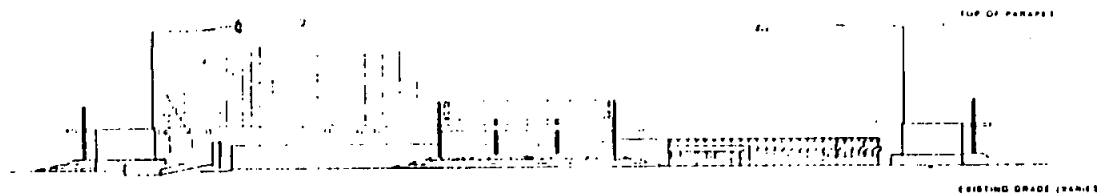
PROPOSED PANEL ANTENNA LOCATION
PROPOSED AIRTOUCH EQUIPMENT BUILDING LOCATION



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

EXISTING ROLLED ROOFING
EXISTING MICROWAVE DISH ANTENNA
EXISTING CONCRETE DOUBLE TEE WALLS
EXISTING PRECAST CONCRETE PANELS

PROPOSED PANEL ANTENNA LOCATION



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

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architecture
10075 TROBRIDGE BL. #101 SAN DIEGO, CA 92131 (619) 693-1914
PROJECT: AIRTOUCH CELLULAR
ARCHITECT: COLBOURN-CURRIER-NOLL
DATE: 10/1/93

AIRTOUCH
Cellular
10075 TROBRIDGE BL. #101 SAN DIEGO, CA 92131
(619) 693-1914

EXTERNAL ELEVATIONS	
revision	date
1	10/1/93
2	10/1/93
3	10/1/93
date	10/1/93
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checked	SN
job	SPORTS ARENA
sheet	3
of	3

TECHNICAL REQUIREMENTS
FOR THIRD PARTY CO-LOCATION
(Section 3.D.)

1. LICENSOR shall obtain preliminary plans and technical specifications for the proposed facility from Carrier and shall submit the same to LICENSEE. LICENSEE shall have ten (10) business days to respond to LICENSOR in writing with preliminary comments concerning Carrier's proposed plans and specifications and LICENSEE's approval or disapproval of such plans and specifications.

2. If Carrier's plans and specifications are not approved by LICENSEE, then LICENSOR shall instruct Carrier to revise its plans and specifications to meet the objections thereto set forth in LICENSEE's written disapproval. No construction, installation, testing, or operation of Carrier's transmitting/receiving equipment shall be permitted by LICENSOR unless and until LICENSEE approves Carrier's plans and specifications.

3. If Carrier's plans and specifications are approved by LICENSEE, LICENSOR shall notify LICENSEE in writing as to the scheduled date and time of commencement of construction and installation of Carrier's transmitting/receiving equipment not less than five (5) business days prior to such date.

4. LICENSOR shall also notify LICENSEE in writing five (5) business days prior to Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test will be conducted jointly by LICENSEE and Carrier, and shall measure:

A. The signal transmit levels at the output after the final filter stage on Carrier's transmit line with all transmitters keyed up at maximum power.

B. Antenna isolation between the output of the final filter stage on Carrier's transmit line and input line to LICENSEE's multicoupler in LICENSEE's frequency band of operation.

C. The combination of (i) worst case level measured out of Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -120dBm. If LICENSEE determines that it is experiencing interference, LICENSEE shall notify LICENSOR and Carrier to immediately cease the pre-operation transmit test and LICENSOR shall cause Carrier to cease such test. Thereafter, LICENSEE shall have two (2) business days to submit its written approval, disapproval or conditional approval of Carrier's intended equipment installation to LICENSOR.

5. LICENSOR and LICENSEE understand and agree that it shall be Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation transmit test and operation of Carrier's antenna system. Any change to Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in paragraphs 3 and 4 of this Exhibit "B".