

AMENDMENT TO 1994 SITE MANAGEMENT AGREEMENT

This AMENDMENT TO 1994 SITE MANAGEMENT AGREEMENT ("Amended Agreement") is made on the effective date written below between the Owner and Manager written below, with reference to the following facts:

A. On or about August 25, 1994, Owner, Bellefontaine Condominium Owners Association, a California nonprofit mutual benefit corporation ("Owner") and Meridian Sales and Services Company d/b/a Meridian Communications, a California corporation ("Meridian") entered a Site Management Agreement ("1994 Site Management Agreement") the terms of which are incorporated herein by this reference, except as otherwise modified herein.

B. On or about June 2, 1997, Owner executed a Consent to Assignment of the 1994 Site Management Agreement as part of an acquisition of Meridian by American Tower Systems, Inc., a Delaware corporation ("Manager").

C. American Town, L.P., a Delaware limited partnership, is the successor-in-interest to American Tower Systems, Inc.

D. Owner and Manager now desire to amend the 1994 Site Management Agreement to reflect the change in Manager and to amend Exhibit A of the 1994 Site Management Agreement ("Exhibit A") to expand the portion of Owner's site that is considered part of the antenna site facility.

E. The amendment in Exhibit A will benefit both Owner and Manager by generating greater income from fees paid by the party or parties who use portions of Owner's property as an antenna site.

NOW, THEREFORE, the Owner and Manager agree to amend the 1994 Site Management Agreement as follows:

1. Owner acknowledges that American Town, L.P., a Delaware limited partnership ("Manager"), is the successor-in-interest to American Tower Systems, Inc., a Delaware corporation, which was the successor in interest to Meridian Sales and Services Company d/b/a Meridian Communications, a California corporation ("Meridian") under the 1994 Site Management Agreement and in this Amended Agreement.

2. Exhibit A attached to the 1994 Site Management Agreement shall be deleted and replaced with Exhibit A attached hereto and made a part hereof.

3. Except as expressly modified by this Amended Agreement, the 1994 Site Management Agreement remains in effect and is hereby ratified and confirmed.

Effective Date: _____
Site: 2400 Sixth Building

Manager
American Tower Systems, Inc.

Owner
Bellefontaine Condominium Owners Association

Initials: 2

Initials: MEM

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date as of the execution day, June 20, 2000 at San Diego, California.

American Tower, L.P.
Manager
By ATC GP, Inc.
Its Sole General Partner

Bellefontaine Condominium Owners Association
Owner

By:  6/20/00
William C. Maguire, Vice President

By: 
Marcus Mitchell, President

Attn. Accounting
501 Canal Boulevard, Suite E
Point Richmond, CA 94804

c/o Triton Realty Services
7827 Convoy Court, Suite 408
San Diego, CA 92111

Effective Date: _____
Site: 2400 Sixth Building

Manager
American Tower Systems, Inc.

Owner
Bellefontaine Condominium Owners Association

EXHIBIT A

Amended Description of the Premises

Street Address: 2400 Sixth Avenue, San Diego, CA 92101 ("Building")

County Assessor's Parcel Number: 533-104-05-xx

Latitude: 32 ° 43' 51"

Longitude: 117 ° 09' 32"

Elevation: 259'

Plot Plan(s) (for land, building(s), tower(s), etc.) is/are attached

Legal Description: Lots G, H, & I in Block 282 of Horton's Addition in the City of San Diego, County of San Diego, State of California, according to map thereof filed July 21, 1871, in Deed Book 13, Page 522, in the Office of the Recorder of said San Diego County.

The Premises includes only such usable portions of the Building roof, and the adjacent storage rooms except for such portions of the roof and utility equipment room occupied by equipment under the Pflueger Lease.

The Premises also includes such usable portions of the Building Parapets or Sides of the Building as is used for the AT&T Wireless antenna installation and such other future antenna agreements to which the Association consents in writing. The Premises also includes an area of approximately 28' (L) x 10' (W) x 10' (H) located over the entrance to the garage facing 6th Avenue that will be used to house antenna amplifiers and equipment related to the agreement with AT&T Wireless.

If Owner executes a written agreement with an antenna installer or antenna operator or consents in writing to the execution of such an agreement between Manager and an antenna installer or antenna operator that expressly provides for the installation of antennas or other equipment in an area that is not part of the Premises as described by this Exhibit A, then, upon the execution of such a written agreement, the Premises shall be deemed to be amended to include any such area.

The Premises must be used in a manner which does not interfere with the quiet use and enjoyment and aesthetic appearance of the remainder of the building.

Effective Date: _____
Site: 2400 Sixth Building

Manager
American Tower Systems, Inc.

Owner
Bellefontaine Condominium Owners Association

Initials: _____

2

Initials: _____

Man

Modified by 5/27/97 letter

OLL

SITE MANAGEMENT AGREEMENT

This SITE MANAGEMENT AGREEMENT ("Agreement") is made on the execution date written below between the Owner and Manager written below, with reference to the following facts:

A. Owner manages and operates a telecommunications antenna site facility (the "Premises") commonly known as the 2400 Sixth Building. The Premises are limited to just that portion of the real property described in Exhibit A attached hereto and includes only so much of the real property and improvements thereon so as not to interfere with the quiet use and enjoyment and aesthetic appearance of the property.

B. Owner desires that more space at the Premises be used by other telecommunications users in order to increase Owner's revenues from space users ("Users"). Manager acknowledges that certain space on the Premises is presently subject to that certain Lease of Space for Communications Equipment and Roof Top Antenna, dated March 1, 1993 ("Pflueger Lease"). For a rental fee, Users install, maintain, and operate their own equipment at the Premises. This is documented by a form of "User Agreement"; this may be a lease, license or other similar form.

C. Owner desires to minimize its involvement in the day-to-day management of the Premises.

D. Manager has considerable knowledge and experience in developing and managing telecommunications antenna site facilities.

E. Owner desires that Manager promote and manage the Premises relative to the acquisition of new Users and fielding related inquiries.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT OF MANAGER. Owner hereby appoints Manager as manager of the Premises with responsibilities and upon the terms and conditions set forth herein, and Manager, by its execution of this Agreement, does hereby accept such appointment. This Agreement shall not affect or concern or in any manner disturb the rights, benefits and privileges granted in the Pflueger Lease. Manager claims no interest in the Pflueger Lease or renewals thereof.

2. SERVICES OF MANAGER. The Manager shall devote its best efforts consonant with acceptable standards of professional management practices in managing the Premises. Manager shall make

Exec. Date: 8/25/97

Manager

Owner

Site: 2400 Sixth Building

Name: Meridian Communications

Bellefontaine Condominium
Owners Association

Agreement: SMASDXTM
Page 1 of 10

Initials: EJA

BGP

available to the Owner the full benefit of the judgment, experience and advice of members of the Manager's organization and staff with respect to the policies expressly set forth by Owner in operating the Premises, and will promptly and with utmost care perform such services as may be reasonably requested by the Owner in managing the Premises. Without limiting the duties and obligations of Manager under any other provisions of this Agreement, Manager shall have the following duties and perform the following services, as and when needed:

- a. Assist Owner in the design of the Premises;
- b. Set the standards ("Technical Standards") for frequency compatibility, interference protection, minimum equipment specifications, installations, maintenance, removal and operation at the Premises;
- c. Set the rental rate structure for use of the Premises, subject to the consent of Owner, which consent shall not unreasonably be withheld;
- d. Promote the use of the Premises (Manager will include the Premises in its marketing literature in its list of site);
- e. Respond to all inquiries for information from existing or potential Users;
- f. Create the standard form of User Agreement (Owner will approve of a form that is substantially similar to the form attached hereto as Exhibit B); provided however, Owner's Board of Directors shall be required to execute each User Agreement entered into.
- g. Negotiate and conclude User Agreements for the Premises on terms and conditions approved by Owner;
- h. Coordinate system and User equipment installations, including obtaining any necessary permits or approvals for the installation and/or use of the antennas. Manager acknowledges that certain conditions may cause interference with the transmission or reception of existing Users of the Site, including the User under the Pflueger lease. Manager agrees that it will take appropriate corrective action to eliminate interference, if any occurs.
- i. Monitor the operations of the Premises and User compliance with the User Agreements; insure compliance with the Technical Standards; and assume full responsibility for any damage caused to the Premises by acts or omissions of the Manager. Manager shall make at least two inspections of the Premises per year. Manager

Exec. Date: 9/25/14

Site: 2400 Sixth Building

Agreement: SMASIXTH
Page 2 of 10

Manager

Name: Meridian Communications

Initials: EJR

Owner

Bellefontaine Condominium
Owners Association

Initials: BJR

shall meet with Owner or its agents, upon request, and upon reasonable prior notice at the Premises to inspect the Premises.

j. Handle User complaints and problems regarding their use of the Premises;

k. Advise Owner when changes should be made to the Premises in order to accommodate additional equipment of Users at the Premises or to improve or maintain the quality level. Cost of changes will be borne by Manager. No change may be made to the Premises by Manager or any antenna licensee without Owner's prior written consent.

l. Manager will be responsible for timely collection of rents pursuant to the User Agreements and will take appropriate collection measures. If Manager elects not to pursue a particular collection remedy desired by Owner, then Owner shall have the right to pursue such remedy upon notice to Manager.

m. Manager will keep accurate books and records reflecting rent collections which shall be open for review by Owner during normal business hours; and

n. Within twenty (20) days after the close of each calendar month, Manager will furnish Owner with payment of the gross rental receipts less the Management Fee, along with the Management Fee calculation and a statement of gross rental receipts collected during the preceding calendar month; for each receipt, the statement will include the name of the User, the amount received, and the period of use covered by the amount.

o. Manager will insure that all work done by Manager shall be conducted during "Normal Business Hours," i.e. between the hours of 8 A.M. and 5 P.M. Monday through Friday, excluding holidays. All Manager's employees shall carry photo identification cards, which shall be presented upon request of any resident. Manager shall notify the Association's property manager (currently Hillcrest Management at 619-295-8711) before and after performing work at the Premises. Emergency repairs may be conducted at other times, but the Association's property manager shall be contacted and informed of the reason why repairs cannot be made during Normal Business Hours.

3. INSURANCE.

a. Manager will deliver to the Owner satisfactory evidence of insurance coverage including any renewals. All required insurance will provide thirty (30) days written notice to Owner of

Exec. Date: 8/25/99

Manager

Owner

Site: 2400 Sixth Building

Name: Meridian Communications

Bellefontaine Condominium
Owners Association

Agreement: SMASDKTH
Page 3 of 10

Initials: SR

BJP

b. Owner shall reimburse, indemnify and hold harmless Manager, its partners, affiliates, agents and employees, to the full extent lawful, against any losses, costs, claims, damages, expenses (legal or otherwise) or liabilities of any nature whatsoever which may be made against Manager resulting from any willful misconduct by, or any fraudulent or negligent acts or omissions of, Owner, its agents or employees.

5. COMPENSATION FOR MANAGER'S SERVICES. As compensation for the services rendered under this Agreement, Manager shall receive an amount ("Management Fee") equal to Forty percent (40%) of the gross rental receipts collected under the User Agreements for the use of the Premises during the term of this Agreement, except and excluding the Pflueger Lease and all renewals thereof. The Management Fee shall terminate upon the termination of this Agreement, notwithstanding that some User Agreements may remain in effect at that time.

6. DUTIES OF OWNER

a. Owner will exercise its best efforts to cooperate with and assist Manager by promptly furnishing to Manager the information, documents, and material in possession of or readily available to Owner as required by Manager in the performance of the services herein;

b. Owner will exercise its best efforts to provide Manager with prompt notice whenever Owner observes or otherwise becomes aware of any conditions which may affect the performance of Manager's services;

c. Within thirty-five (35) business days, Owner will reply to Manager regarding special requests from Users (as presented by Manager when Manager feels the request may have merit) for changes to the terms and conditions of the standard User Agreement;

d. Within thirty-five (35) business days, Owner will execute and return (to the Manager) User Agreements when they are correctly presented to the Manager;

e. Owner will manage and maintain its own telecommunications equipment at the Premises, if any; and

f. Owner warrants that it has the legal right to possess the Premises and the power and right to enter into this Agreement.

7. TERM. The initial term of this Agreement shall be two (2) years, commencing on August 1, 1994, and ending on the last day of

Exec. Date: 8/25/94

Site: 2400 Sixth Building

Agreement: SMASDXTH
Page 5 of 10

Manager

Name: Meridian Communications

Initials: MR

Owner

Bellefontaine Condominium
Owners Association

Initials: BGP

July, 1996. This Agreement shall automatically renew on the same terms and conditions for additional terms of five (5) years, unless either party gives the other party notice of such party's intention not to renew this Agreement; such notice shall be in writing and be received not later than six (6) months into any new term.

8. TERMINATION. Either party may terminate this Agreement if the other party has failed to perform its obligations hereunder and such failure has continued for thirty (30) days after written notice thereof stating the nature of the breach; provided, however, that if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then the failing party shall not be deemed to be in default if it commenced such cure within said thirty-day period and thereafter diligently prosecutes such cure to completion.

9. NO AGENCY. Manager shall be responsible for all of its employees or employees of any affiliate of Manager, the supervision of all persons performing services in connection with the performance of all of the Manager's obligations relating to the management of the Premises, and for determining the manner of performance of all acts hereunder. Nothing in this Agreement shall be construed to establish the Manager as agent or joint venture partner with Owner.

10. ASSIGNMENT AND SUCCESSION. This Agreement may be assigned if approved in writing, in advance, by each of the parties hereto; such approval may be withheld for good cause. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

11. NO WAIVER. The failure of Owner or Manager to seek redress for breach, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and Owner or Manager as the case may be shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach. All rights and remedies that Owner or Manager may have at law, in equity, or otherwise for any breach of any term or condition of this Agreement shall be distinct, separate and cumulative, and no one of them shall be deemed to be an exclusion of any other right or remedy of Owner or Manager.

12. NOTICES. Any notice or communication under this Agreement will be in writing and, if given by mail, shall be deemed to have been given and received three (3) business days following the date on which the notice, properly addressed, with ~~postage prepaid~~ postage prepaid, is

Exec. Date: 8/25/94

Manager

Owner

Site: 2400 Sixth Building

Name: Meridian Communications

Bellefontaine Condominium
Owners Association

Agreement: SMASIXTH
Page 6 of 10

Initials: E/R

BJP

deposited in the United States mail. If given by a nationally recognized express delivery service, it shall be deemed given and received on the first business day following the date on which the notice, properly addressed, with delivery prepaid, is deposited with the delivery service for next day delivery. If given other than by mail or a nationally recognized express delivery service, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the addresses written below. Either party may designate a different address by giving ten (10) days' written notice to the other.

13. CAPTIONS. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part of this Agreement.

14. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of California.

15. ENTIRE AGREEMENT. This Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.

16. ATTORNEYS' FEES. If either party brings an action to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing party in any such action shall promptly pay the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith. At the request of either party, claims, disputes, or other matters in question solely between the parties to this Agreement and arising out of or relating to this Agreement or breach thereof shall be submitted to and decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

Exec. Date: 9/25/94

Manager

Owner

Site: 2400 Sixth Building

Name: Meridian Communications

Belfontaine Condominium
Owners Association

Agreement: SMASDCTH
Page 7 of 10

Initials: MR

BGP

cancellation or material reduction in coverage or notice of non-renewal. Manager shall name Association and its manager, Hillcrest Management Corp. or its successor, as additional insureds and shall provide an original certificate of insurance to Owner evidencing Manager's insurance coverage and such endorsements before commencing any services under this Agreement. Manager shall maintain the following insurance policies and pay all related premium costs throughout the term of this Agreement:

- (1) Workers' Compensation, to the extent required by law;
- (2) Comprehensive General Liability and/or Excess Umbrella Liability Insurance written on an occurrence form with a combined single limit of not less than One Million Dollars (\$1,000,000); and
- (3) Business Automobile Liability Insurance and/or Excess Umbrella Liability Insurance for all owned, hired or non-owned vehicles utilized by Manager on the Premises with minimum limits of liability of a combined limit of not less than One Million Dollars (\$1,000,000).

b. Owner will deliver to Manager satisfactory evidence of insurance coverage including any renewals. All required insurance will provide thirty (30) days written notice to Manager of cancellation or material reduction in coverage or notice of non-renewal. Owner shall maintain the following insurance policies and pay all related premium costs throughout the term of this Agreement:

- (1) Workers' Compensation to the extent required by law; and
- (2) Comprehensive General Liability and/or Excess Umbrella Liability Insurance written on an occurrence form with a combined single limit of not less than One Million Dollars (\$1,000,000).

4. INDEMNITY

a. Manager shall reimburse, indemnify and hold harmless Owner, its partners, directors, officers, members, residents, affiliates, agents and employees, to the full extent lawful, against any losses, costs, claims, damages, expenses (legal or otherwise) or liabilities of any nature whatsoever which may be made against Owner resulting from any willful misconduct by, or any fraudulent or negligent acts or omissions of, Manager, its agents or employees.

Exec. Date: 8/25/94

Site: 2400 Sixth Building

Agreement: SMASDTH
Page 4 of 10

Manager

Name: Meridian Communications

Initials: EMR

Owner

Bellefontaine Condominium
Owners Association

BGR

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the execution day, August 25, 1994 at San Diego, California.

<u>Manager</u>	<u>Owner</u>
Name: <u>Meridian Communications</u>	<u>Bellefontaine Condominium Owners Association</u>
Address: <u>Attn: Management Agreement</u> <u>23501 Park Sorrento, Suite 213A</u> <u>Calabasas, CA 91302-1355</u>	<u>c/o Hillcrest Management</u> <u>P.O. Box 34398-682</u> <u>San Diego, CA 92163-4398</u>
By: _____	_____
Signed: <u>[Signature]</u>	<u>[Signature]</u>
Printed: <u>E.J. Reichler</u>	<u>David J. Brown</u>
Title: <u>President</u>	<u>President</u>
Signed: _____	_____
Printed: _____	<u>Marcus Mitchell</u>
Title: _____	<u>Treasurer</u>
Signed: _____	_____
Printed: _____	<u>Patricia Lux</u>
Title: _____	<u>Secretary</u>
Signed: _____	_____
Printed: _____	<u>Elizabeth Press</u>
Title: _____	<u>Vice President</u>
Signed: _____	_____
Printed: _____	<u>Marcos Goldfarb</u>
Title: _____	<u>Director</u>

Exec. Date: 9/25/94
Site: 2400 Sixth Building
Agreement: SMASDKTH
Page 9 of 10

Manager

Name: Meridian Communications

Initials: [Signature]

Owner

Name: Bellefontaine Condominium Owners Association

Initials: [Signature]

EXHIBIT A

Description of the Premises

Street Address: 2400 Sixth Avenue, San Diego, CA 92101

County Assessor's Parcel Number:

Latitude:

Longitude:

Elevation:

Plot Plan(s) (for land, building(s), tower(s), etc.) is/are attached

Legal Description:

The Premises includes only such usable portions of the roof, and the adjacent storage rooms except for such portions of the roof and utility equipment room occupied by equipment under the Pflueger Lease. The Premises must be used in a manner which does not interfere with the quiet use and enjoyment and aesthetic appearance of the remainder of the building.

DATA IS TO
BE DETERMINED

Exec. Date: 8/25/97

Site: 2400 Sixth Building

Agreement: SMASDCTH
Page 10 of 10

Manager

Name: Meridian Communications

Initials: SP

Owner

Name: Bellefontaine Condominium
Owners Association

Initials: BJP