

## SECOND AMENDMENT TO AGREEMENT OF SUBLEASE

THIS SECOND AMENDMENT TO AGREEMENT OF SUBLEASE ("Second Amendment") dated for reference purposes as August \_\_\_\_, 2010, is made and entered into by and between ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY, a Joint Powers Authority established by the City of Alameda and the Community Improvement Commission under the California Joint Exercise of Powers Act as set forth in Title I, Division 7, Chapter 5, Article 1 of the Government Code of The State of California (Government Code §6500 et seq.) ("Sublessor") and TOWERCO ASSETS LLC, a Delaware limited liability company ("Subtenant").

**WHEREAS**, on or about October 1, 2000, Sublessor and Nextel of California Inc., a Delaware Corporation entered into a Sublease Agreement ("Sublease"), incorporated herein by this reference, pursuant to which Nextel leased a portion of Sublessor's property (the "Leased Premises") located at West Midway Ave. and Pan Am Way, in the City of Alameda, County of Alameda, State of California (the "Property"); and,

**WHEREAS**, on or about April 23, 2008, Sublessor and Nextel amended the Sublease ("**First Amendment**"), incorporated herein by this reference; and,

**WHEREAS**, on or about October 28, 2008, Sublessor consented to the assignment of all of Nextel's rights, interests and obligations under the Sublease to Subtenant; and,

**WHEREAS**, Sublessor and Subtenant now desire to amend the Sublease upon the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Sublessor and Subtenant agree as follows:


1. Leased Premises. Section 1 of the Agreement entitled "Leased Premises" is amended to add approximately three hundred ten (310) square feet of the Property (the "Additional Leased Premises") as shown on attached Exhibit "A" as the "Proposed TowerCo 310 ±Sq. Ft. Lease Area Expansion".
2. Subtenant shall pay Sublessor additional rent in the amount of Seven hundred Dollars (\$700.00) per month ("Additional Rent"), commencing upon the date that construction begins on the Additional Leased Premises and continuing for the term of the Sublease.
3. Sublessor shall cooperate with Subtenant in obtaining any necessary applications, documents or materials as may be required or requested by Subtenant to obtain building, permitting, zoning or land-use permits or other approvals (hereinafter "Approvals") from all appropriate local, state and/or federal agencies. Sublessor does hereby authorize Subtenant, its agents, employees or representatives, to prepare, file, and submit on behalf of Sublessor all applications or consents for such Approvals.
4. The address of Subtenant for notices shall be:

TowerCo Assets, LLC  
Attn: Jason Manniello, Real Estate Manager  
5000 Valleystone Drive  
Cary, NC 27519

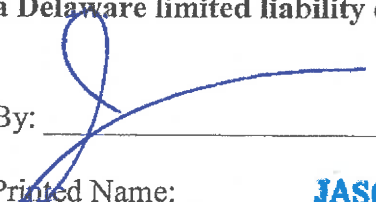
5. Sublessor and Subtenant agree that:
- (a) Subtenant is the current Subtenant under the Sublease; the Sublease is in full force and effect; and the Sublease, as amended by the First Amendment and this Second Amendment, contains the entire agreement between Sublessor and Subtenant with respect to the Leased Premises and the Additional Leased Premises.
  - (b) No default exists under the Sublease on the part of Subtenant, and, to Sublessor's actual knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Subtenant under the Sublease.
  - (c) Sublessor has property interest in the Leased Premises pursuant to a Lease in Furtherance of Conveyance with the United States.
  - (d) The individual executing this Second Amendment on behalf of Sublessor is authorized to do so and has the full power to bind Sublessor.
  - (e) Should Subtenant's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Sublease and exercise any rights of Subtenant under the Sublease, Sublessor agrees to accept such exercise of rights by Lender as if same had been exercised by Subtenant.
  - (f) If there is a default by Subtenant under the Sublease, Sublessor agrees to accept the cure of said default by Lender.
6. Remainder of Sublease Unaffected. In all other respects, the remainder of the Sublease shall remain in full force and effect. Any portion of the Sublease that is inconsistent with this Second Amendment is hereby amended to be consistent.

IN WITNESS WHEREOF, Sublessor and Subtenant have executed this Second Amendment as of the date last signed by the parties below.

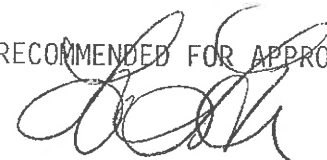
Lessor: **Alameda Reuse and Redevelopment Authority**

By:   
Printed Name: Ann Marie Gallant  
Title: Interim Executive Director  
Execution Date: 9/7/10

Lessee: **TowerCo Assets, LLC**  
**a Delaware limited liability company**

By:   
Printed Name: JASON CATALINI  
Title: V.P. Collocation and Real Estate  
Execution Date: 8/23/10

RECOMMENDED FOR APPROVAL:

  
Leslie Little  
Economic Development Director


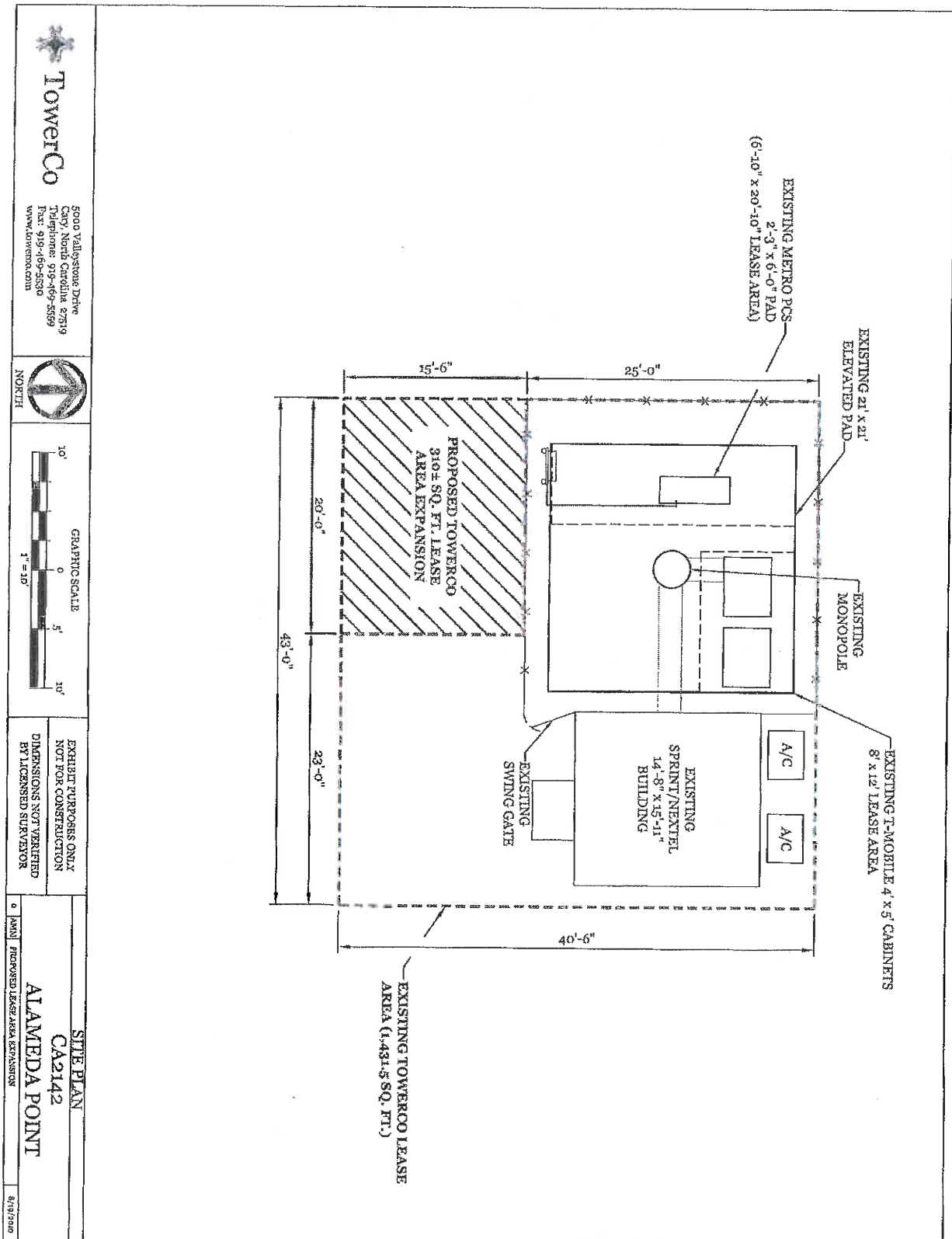
  
Donna Mooney  
Assistant ARRA Counsel

EXHIBIT "A"



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