

Prepared by: Joanne Beaulieu  
After recording return to: Khreshmore Spence  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 074-1368-8-11

### **THIRD AMENDMENT TO AGREEMENT OF SUBLEASE**

**THIS THIRD AMENDMENT TO AGREEMENT OF SUBLEASE** ("Third Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between, **CITY OF ALAMEDA, a municipal corporation, c/o RiverRock Real Estate Group Inc., a California corporation**, having an address at 950 West Mall Square, Suite 239, Alameda, CA 94501 ("Sublessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Subtenant").

**WHEREAS**, Alameda Reuse and Redevelopment Authority, a Joint Powers Authority established by the City of Alameda and the City Improvement Commission under the California Joint Exercise of Powers Act as set forth in Title 1, Division 7, Chapter 5, Article 1 of the Government Code of the State of California ("ARRA"), and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Agreement of Sublease, dated October 1, 2000, as amended, and as evidenced by that certain Memorandum of Agreement, recorded November 15, 2000, as Instrument # 2000339015, and ultimately assigned to Subtenant f/k/a TowerCo Assets LLC, a Delaware limited liability pursuant to that certain Assignment and Assumption of Ground Lease, recorded March 11, 2009, as Instrument# 2009072048, both recordings of the Official Records of Alameda County, California (collectively, "Agreement") for Subtenant's use of a portion of the real property ("Leased Premises") located at 625 W. Ranger Avenue, Alameda, CA 94501 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

**WHEREAS**, Sublessor is successor in interest to (“ARRA”);

**WHEREAS**, Sublessor and Subtenant desire and intend to amend and supplement the Agreement as provided herein.

**NOW, THEREFORE**, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 3.1 Base Rent**, of the Agreement is hereby amended as follows:

Commencing on the Additional Renewal Commencement Date, (which is defined below) and each anniversary of such date thereafter, Sublessor’s Base Rent shall increase by three percent (3%). Monthly Base Rent including the escalations will be as follows:

10/1/2021		\$5,334.10
10/1/2022		\$5,494.12
10/1/2023		\$5,658.94
10/1/2024		\$5,828.71
10/1/2025		\$6,003.57
10/1/2026		\$6,183.68
10/1/2027		\$6,369.19
10/1/2028		\$6,560.27
10/1/2029		\$6,757.08
10/1/2030		\$6,959.79

All escalations currently provided in the Agreement arising prior to the Additional Renewal Term Commencement Date shall be unaffected by this section.

2. **Section 4. Addendum to Agreement of Sublease**, of the Agreement is hereby amended as follows:

In addition to the renewals as referenced in the Agreement, the Agreement is hereby amended to include two (2) additional successive terms of five (5) years (each an “Additional Renewal Term”). Each Additional Renewal Term shall be deemed automatically extended, unless Subtenant notifies Sublessor of its intention not to renew the Agreement at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on October 1, 2021 (“Additional Renewal Term Commencement Date”), upon the expiration of the Renewal Term expiring on September 30, 2021.

3. **Section 19. Submission of Notices**, of the Agreement is hereby amended as follows:

If to Sublessor:

City Of Alameda, a municipal corporation  
c/o RiverRock Real Estate Group Inc.  
950 West Mall Square  
Suite 239  
Alameda, CA 94501

If to Subtenant:

SBA 2012 TC Assets, LLC  
Attn: Site Administration  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Re: CA45260-A/Alameda Point

4. Capitalized terms not defined in this Third Amendment will have the meaning ascribed to such terms in the Agreement.
5. This Third Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
6. Except as specifically set forth in this Third Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall take precedence.
7. Sublessor acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Subtenant may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Leased Premises and easements and re-record this Third Amendment without obtaining the further approval of Sublessor. Following such re-recording, the descriptions of the Leased Premises and easements described therein shall serve as the descriptions for same for all purposes under the Third Amendment.
8. Sublessor represents and warrants to Subtenant that consent or approval of no other person is necessary for the Sublessor to enter into this Third Amendment.
9. This Third Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Third Amendment.
10. Subtenant shall have the right to record this Third Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

WITNESSES:

SUBLESSOR:

CITY OF ALAMEDA, a municipal corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADP  
12/28/17

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, as \_\_\_\_\_

of City of Alameda, a municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**WITNESSES:**

Daisy

Print Name: Daisy Menchik

Claudia Sharp

Print Name: Claudia Sharp

**SUBTENANT:**

**SBA 2012 TC ASSETS, LLC, a Delaware  
limited liability company**

By: Alyssa Houlihan  
Vice President Site Leasing

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of November, 2017, by Alyssa Houlihan, Vice President - Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.



(NOTARY SEAL)

Joan Shedlovsky  
Notary Public

Print Name: Joan Shedlovsky  
My Commission Expires: 8/10/2020

## EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

PARCEL #1 - Commencing at Station No.179 on the Peralta Grant line as said station and line are delineated and so designated on that certain map entitled "Map of Alameda Marsh Land, as partitioned among the owners thereof in the Suit No. 9923 and entitled Pacific Improvement Company, Plaintiff, vs. James A. Waymire, et al., Defendants, Superior Court of Alameda County, State of California", and filed July 30, 1900, in the Office of the County Recorder of Alameda County, in Map Book 25, Pages 74 to 78, and running thence Southerly along said Peralta Grant Line the following courses and distances;

South 29°30' West 732.60 ft. to a point; South 54°15' West 330 ft. to a point; South 29° West 481.80 ft. to a point; South 12° West 332.64 ft. to a point; South 15° East 541.20 ft. to a point; South 21°45' East 405.90 ft. to a point; South 41° East 349.80 ft. to a point; South 27°45' East 415.80 ft. to a point; South 7°50'30" East 117.25 ft. to a point where said Peralta Grant Line is intersected by the Northwesternly boundary line of tide Land Lot No.6 in Section 10, Township 2 South, Range 4 West, Mt. Diablo Base and Meridian as said line and lot are shown on that certain map entitled "Map No. 2 Salt Marsh & Tide Lands situate in the County of Alameda, State of California", as surveyed under the direction of G.F. Allardt, Chief Engineer, and filed in the Office of the Surveyor General of the State of California; thence South 45° West 2696 ft. to the most Westerly corner of tide Land Lot No. 16 in Section 9, Township 2 South, Range 4 West, as shown on said tide Land Map; thence South 16°02' West 7457.24 ft. more or less, to the Southwest boundary line of the City of Alameda; thence North 27°50' West 5261.42 ft. along the Southwest boundary line of the City of Alameda to a point; thence North 16°02' East 9344.13 ft. more or less, to the Northeast corner of the property leased by the City of Alameda to Chadwick Thompson and Virgil G. Skinner, under date of August 7, 1928; thence South 75°58' East 1450 ft. to a point of curve, of a curve to the left, with a radius of 4526.08 ft., the tangent to the curve at said point bears South 73°58' East; thence along the arc of said curve to the left, a distance of 954.94 ft. to a point, the tangent to the curve at said point bears South 86°03' East; thence South 86°03' East 1715.25 ft. to a point; thence due South 650.75 ft. to Station No.179 and the point of commencement, containing 1025.78 acres of land, more or less.

PARCEL #2 - Commencing at a point distant 926.25 ft. due North of Station No. 179 on the Peralta Grant Line as said station and line are delineated and so designated on that certain map entitled, "Map of Alameda Marsh Land, as partitioned among the owners thereof in the Suit No. 8923 and entitled Pacific Improvement Company, Plaintiff, vs. James A. Waymire, et al., Defendants, Superior Court of Alameda County State of California", and filed July 30, 1900, in the Office of the County Recorder of Alameda County, in Map Book 25, Pages 74 to 78 and running thence South 88°21' West 1000 ft. to a point; thence North 89°02' West 451.14 ft. to a point; thence North 84°05' West 535.95 ft. to a point; thence North 80°14' West 261.40 ft. to a point; thence North 9°46' East 60 ft. to a point; thence North 58°49' West 83 ft. to a point; thence South 31°36' West 74.13 ft. to a point; thence North 73°58' West 1716.66 ft. to a point; thence North 16°02' East 484.6 ft. more or less to a point on the Northerly boundary line of the City of Alameda; thence Easterly along said boundary line the following courses and distances;

South 74°36'06" East 607.39 ft. to a point; South 80°12'48" East 1394.3 ft. to a point; South 99°03'07" East 1462.7 ft. to a point; North 76°16'27" East 464.82 ft. to a point; thence leaving the Northerly boundary line of the City of Alameda and running due South 687.41 ft., more or less, to the point of commencement, containing 49.92 acres of land, more or less.

Parcel #3 - COMMENCING at a point on the United States Bulkhead Line, said point being distant due South thereon 202.1 feet from Point "K" as said line and point are delineated and so designated upon that certain Map entitled, "Harbor Line Survey San Francisco Bay, 1910" Sheet No. 6 on file in the United States Engineer's Office, Customs House, San Francisco and running thence North 73 deg. 58' West

409.95 feet to a point; said line being parallel with and distant Southerly 122.7 feet measured at right angles from center line of the South Pacific Coast Railway Company's right of way; thence North 83 deg. 28' West 342.0 feet to a point; thence North 76 deg. 05' West 500.0 feet to a point; thence North deg. 15' West 680.0 feet to a point; thence North 69 deg. 50' West 1687.88 feet to a point on the United States Pierhead Line; thence South 47 deg. 50' 53" West 482.14 feet to a point, which point is the intersection of the United States Pierhead Line with the Southwesterly line of the City of Alameda; (a Easterly line of the City and County of San Francisco); thence South 27 deg. 50' East 11529.0 feet along the Southwesterly boundary line of the City of Alameda to a point which point is the intersection with the Westerly line of Benton Filed; thence North 16 deg. 02' East 9344.13 feet to a point; thence North 73 deg. 58' West 4190.05 feet to the point of beginning, containing approximately 929.337 acres of land

Tax Parcel Nos. 074-0890-001-1, 074-0890-001-2