

**FIRST AMENDMENT TO GROUND LEASE  
No. 5326**

This First Amendment to Ground Lease No. 5326 ("**First Amendment**"), dated for reference purposes only as of February 14, 2017, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("**County**" or "**Landlord**"), and METROPCS CALIFORNIA, LLC, a Delaware limited liability company ("**Tenant**").

**Recitals**

A. As authorized by San Mateo County Resolution No. 69455, County and Tenant entered into a certain Ground Lease No. 5326, dated for reference purposes as of May 1, 2008 (the "**Agreement**") for use of a portion of the property commonly known as Flood Park located at 215 Bay Road, Menlo Park, California, consisting of approximately one hundred (100) square feet, as more particularly described in such Agreement (collectively, the "**Premises**") for the installation, construction, removal, replacement, maintenance, and operation of a wireless communication site.

B. Pursuant to Section 3 of the Ground Lease, the Term will expire on May 31, 2018.

C. County and Tenant desire to amend the Agreement to extend the term and increase the Base Rent set forth in the Agreement.

**Agreement**

For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree to amend and modify the Agreement as follows:

1. **Term.** Notwithstanding any other references to the term in the Agreement, the term ("**Term**") of the Agreement is hereby extended to May 31, 2023.
2. **Option to Extend Term.** County grants to Tenant a one-time option to extend the Term of this Lease (the "**Extension Option**") for an additional five (5) years (the "**Extension Term**"). Tenant may exercise the Extension Option at any time during the Term but if it determines to do so it must give written notice to County thereof not less than one hundred eighty (180) days prior to the expiration of the Term. Any such notice by Tenant shall be irrevocable by Tenant. If any event of default by Tenant is outstanding hereunder either at the time of Tenant's exercise of the Extension Option or at any time prior to the first day of the Extension Term (or if any event shall have occurred which with the giving of notice or the passage of time or both would constitute such a default), then County may elect by notice to Tenant to reject Tenant's exercise of the Extension Option, whereupon the Extension Option shall be null and void. County shall also have the right to void



Tenant's Extension Option if Tenant has assigned its interest hereunder or sublet more than fifty percent (50%) of the Premises.

If Tenant elects to exercise the Extension Option, then the Agreement for the Extension Term shall cover the entire Premises and shall be upon all of the terms, covenants and conditions of the Agreement, except that Base Rent hereunder shall be adjusted as set forth below in Section 4 (Adjustments in Base Rent) or, at the election of County delivered to Tenant in writing within thirty (30) days of receipt of Tenant's notice of exercise of Extension Option, shall be adjusted to then current fair market rent for like space. Current fair market rent shall be established in accordance with the County's radio site equipment rates or any replacement schedule formulated by the County of San Mateo, provided, however, in no event shall the Base Rent be reduced below the Base Rent for the lease year prior to commencement of such Extended Term. The Base Rent, if adjusted to the then current fair market rent at the County's election, for the initial year of the Extension Term shall be agreed by both parties at least sixty (60) days prior to the commencement date of the Extension Term. If an agreement on fair market rent cannot be reached by the parties within sixty (60) days prior to the commencement date of the applicable Extension Term, the Base Rent for the Extension Term shall be the rate proposed by the County provided, however, that Tenant may, at any time during the subsequent twelve (12) months, terminate this Lease by giving County thirty (30) days written notice.

3. **Base Rent.** Commencing on June 1, 2018, the monthly Base Rent shall increase to Two Thousand Eight Hundred Twenty Two Dollars and 22/100 (\$2,822.22), which Base Rent shall be in effect through May 31, 2019.
4. **Adjustments in Base Rent.** Notwithstanding Section 4.2 (Adjustments in Base Rent) of the Agreement, beginning on June 1, 2019, and on the 1<sup>st</sup> day of June of each successive year of the Term of the Agreement, the monthly Base Rent shall be adjusted to equal one hundred three percent (103%) of the monthly Base Rent for the immediately preceding lease year.
5. **Effective Date; Approval.** This First Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this First Amendment and the First Amendment is duly executed and delivered by Tenant and Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS FIRST AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS FIRST AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF TENANT AND COUNTY PURSUANT TO THIS FIRST AMENDMENT ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS FIRST AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION



AUTHORIZING THE EXECUTION OF THIS FIRST AMENDMENT. APPROVAL OF THIS FIRST AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

6. **Notices.** Section 28.1 of the Agreement is revised to reflect the following current address and contact information for the parties:

Notice Address for County:	Assistant County Manager 400 County Center Redwood City, CA 94063 Fax No.: (650) 363-4832
Key Contact for County:	Real Property Services Manager 555 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063
County Contact Telephone No.:	(650) 363-4047
Address for Tenant:	T-Mobile USA, Inc. 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006 Attn: Lease Compliance/SF71588M

7. **Counterparts.** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
8. **Definitions.** Any capitalized term not defined herein shall have the same meaning as provided in the Agreement.
9. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement, as amended by this First Amendment, constitutes the entire agreement between County and Tenant regarding the Premises and may not be modified except by an instrument in writing duly executed by the County and Tenant. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

County and Tenant have executed this First Amendment to be legally bound as of the date first written above.

**COUNTY:**

COUNTY OF SAN MATEO,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Don Horsley  
President, Board of Supervisors

**TENANT:**

METROPCS CALIFORNIA, LLC,  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Gale Divins-Contract Attorney*

Attest:

\_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_