

**SECOND AMENDMENT TO PERMIT AGREEMENT
No. 5276**

This Second Amendment to Permit Agreement ("Second Amendment"), dated for reference purposes only as of July 22, 2019, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and SPRINT SPECTRUM REALTY COMPANY, LLC, a Delaware limited liability company, successor-in-interest to Sprint Spectrum REALTY COMPANY L.P., a Delaware limited partnership ("Permittee").

Recitals

A. As authorized by San Mateo County Resolution No. 70106, County and Permittee's predecessor-in-interest, SPRINT SPECTRUM L.P., a Delaware limited partnership, entered into a Permit Agreement dated for reference purposes only as of May 19, 2009 (collectively with all executed amendments, the "Agreement") for use of a portion of the Tower Road Complex located in San Mateo, California, consisting of approximately 225 square feet of ground space, as more particularly describe in such Agreement (collectively, the "Premises") for the installation, construction, operation, and maintenance of a communications facility.

B. As authorized by San Mateo County Resolution No. 67202, County and Permittee entered into a First Amendment to Permit Agreement dated for reference purposes only as of October 1, 2012 (the "First Amendment") to authorize Permittee to install additional equipment on the Premises and increase the permit fee due under the Agreement.

C. County and Permittee desire to further amend the Agreement to extend the term, provide an option to extend the term, and increase the Base Permit Fee accordingly.

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:

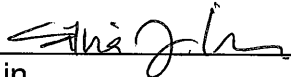
1. **Term.** Notwithstanding any other references to the term in the Agreement, and subject to the Permittee's Extension Option as set forth below in Section 2, the term ("Term") of the Agreement is hereby extended to May 31, 2024.
2. **Option to Extend Term.** Permittee shall have the right to further extend the Term for one period of five (5) years ("Additional Extension Term") beyond May 31, 2024 ("Extension Option"). If Permittee is not then in material default under the terms of the Agreement, Permittee, at its sole discretion, may exercise the Extension Option, if at all, only by giving written notice to Permitter at least one hundred eighty (180) days prior to May 31, 2024.

3. **Base Permit Fee.** Commencing on June 1, 2019, the monthly Base Permit Fee shall be Four Thousand Three Hundred Forty-Six and 23/100 Dollars (\$4,346.23), which Base Permit Fee shall be in effect through May 31, 2020, partial months to be prorated. Notwithstanding anything to the contrary contained in the Agreement, during the extended Term and the Additional Extension Term, starting on June 1, 2020 and on each succeeding June 1 thereafter, the Base Permit Fee shall be subject to annual adjustment of 3% over the previous year's Base Permit Fee. For the period prior to June 1, 2019, the Base Permit Fee shall be calculated in accordance with the First Amendment.
4. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment and the Second Amendment is duly executed and delivered by Permittee and Permitter. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND AMENDMENT, PERMITTEE 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 SECOND AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF PERMITTEE AND PERMITTOR PURSUANT TO THIS SECOND AMENDMENT ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS SECOND 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.
5. **Counterparts.** This Second 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.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this Second Amendment. The Agreement constitutes the entire agreement between Permitter and Permittee regarding the Premises and may not be modified except by an instrument in writing duly executed by the Permitter and Permittee. In the event of any conflict between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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County and Permittee have executed this Second Amendment to Permit Agreement as of the date first written above.

PERMITTEE:
SPRINT SPECTRUM REALTY COMPANY,
LLC,
a Delaware limited liability company

By: 
Silvia J. Lin
Manager, Real Estate

Date: 7/22/2019

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

By: _____
Carole Groom
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____