

Customer Site Name:  
Customer Site ID:

Crown Site Name: MODESTO 2  
Crown Business Unit: 819990  
License Number: 471874  
Amendment Number: 496574

## FIRST AMENDMENT TO SITE LICENSE AGREEMENT

This First Amendment to Site License Agreement (this "Amendment"), dated for reference purposes as of June 30th, 2016, is made by and between TriStar Investors LLC, a Delaware limited liability company ("Licensor") and the City and County of San Francisco, a municipal corporation ("Licensee"), acting through its Public Utilities Commission.

**WHEREAS**, Licensor (and/or certain of its predecessors-in-interest) and Licensee (and/or certain of its predecessors-in-interest) entered into a certain Site License Agreement dated October 6, 2015, as may have been previously amended and/or assigned (hereinafter the "TLA"), whereby Licensee leases or licenses from Licensor certain space at a telecommunications facility at 2201 Blue Gum Avenue, Modesto, California, as more particularly described in the TLA (the "Site"), and

**WHEREAS**, Licensor and Licensee desire to amend the TLA to correct a clerical error, pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Unless clear from the context in which they are used, all capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the TLA.
2. Notwithstanding the date of this Amendment, and effective as of the date of full execution of the TLA, the first sentence of Section 4 of the TLA shall be deemed to have been deleted in its entirety and replaced and superseded by and with the following:

"Licensee shall pay to Licensor, or to such other party as Licensor shall direct, rent in the amount of Eighteen Thousand Six Hundred Dollars and 00/100 (\$18,600.00) per year ("**Rent**") which Rent shall be paid in annual installments, in advance, commencing on the Commencement Date, and thereafter on or before every anniversary of the Commencement Date during the Term, which Rent shall increase annually by three percent (3%)."

3. Except as expressly set forth in this Amendment, the TLA is otherwise unmodified. The TLA shall remain in full force and effect as amended herein, and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the TLA and this Amendment, the terms of this Amendment shall control. Each reference in the TLA to itself shall be deemed to refer to the TLA as amended by this Amendment.

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TT: E 853551  
Prepared by: J. Quattro  
Prepared on: March 10, 2016  
Revised on:  
SLA TLA Universal Amendment; 2/17/11; HD Version: 2/13/16

LRF Rev. #: 1  
App Rev. #: 0

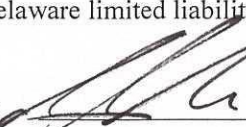
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**IN WITNESS WHEREOF**, the parties have set forth their hand and seal as of the date indicated above.

**LICENSOR:**

TriStar Investors LLC,  
a Delaware limited liability company

By: 

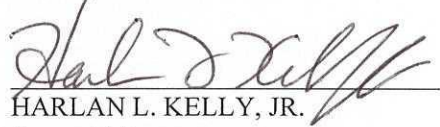
Print Name: JOHN M. MASSIMINO  
                  LICENSING MANAGER

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

Execution Date: 6-30-16

**LICENSEE:**

City and County of San Francisco,  
a municipal corporation

By: 

HARLAN L. KELLY, JR.  
General Manager  
San Francisco Public Utilities  
Commission

Execution Date: JUNE 27, 2016

**APPROVED AS TO FORM:**

DENNIS J. HERRERA,  
San Francisco City Attorney

By:   
Carolyn Johnson Stein  
Deputy City Attorney