

CBRE
CB RICHARD ELLIS

6450 Sprint Parkway
Mailstop: KSOPHN0204-2B462
Overland Park, KS 66251

913.735.1270 Tel

Dolly.w.mccarson@sprint.com

Dolly McCarson
Transactions Specialist
Retail Transaction Management & Brokerage

October 22, 2013

Michael Robertson
SFMTA
One South Van Ness Avenue, Third Floor
San Francisco, CA 94103



RE: Third Amendment to Lease
Landlord: SFMTA
Tenant: Sprint Spectrum Realty Company, LP
Premises: Shops at Yerba Buena, San Francisco, CA

Dear Michael:

Enclosed please find the Third Amendment to Lease signed by Tenant renewing the Lease for the Extended Term. Please sign and return one copy to me at the above address including the mailstop.

Thank you for your cooperation with this renewal. If you have any questions, please do not hesitate to contact me at 913-735-1270.

Sincerely,

Dolly McCarson
Transactions Specialist, Retail Leasing

Encl.

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") by and between City and County of San Francisco, a municipal corporation, ("City") acting by and through its Municipal Transportation Agency ("SFMTA" or "Landlord"), successor-in-interest to City of San Francisco Downtown Parking Corporation ("Former Landlord"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership and successor-in-interest to Sprint Spectrum, LP ("Tenant").

Recitals

A. The San Francisco Downtown Parking Corporation formerly held possession of that certain parking structure located in the City and County of San Francisco, California, on Mission Street between 4th Street and 5th Street, commonly known as Mission Street Fifth and Mission/Yerba Buena Parking Garage (the "Parking Garage") pursuant to that certain Fifth and Mission Public Parking Garage Lease dated as of April 1, 1992, by and between The City and County of San Francisco, a municipal corporation ("City"), as landlord, and The San Francisco Downtown Parking Corporation, as tenant, which was recorded in the Official Records of the City and County of San Francisco as Document No. F296210 on February 18, 1993 (the "Master Lease").

B. In accordance with the Master Lease, Former Landlord and Tenant entered into that certain Shops at Yerba Buena Lease dated February 18, 2004 (the "Original Lease"), as amended by the First Amendment to Lease dated September 26, 2007 (the "First Amendment") (collectively, the "Lease"), respecting that certain retail space commonly known as Suite F located in the Shops at Yerba Buena, San Francisco, California and more fully described in the Lease (the "Premises").

C. The Master Lease was terminated on December 31, 2012 and all rights and obligations held thereunder by the Former Landlord were assumed by the SFMTA on January 1, 2013.

D. Tenant and SFMTA desire to further amend the Lease in order to: (i) extend the Term of the Lease; (ii) increase the Annual Minimum Rent; and (iii) make certain other modifications and clarifications to the Lease as set forth in this Amendment, all on the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below as well as other valuable consideration, the receipt and sufficiency of which is acknowledged by both SFMTA and Tenant, the parties agree as follows:

1. Definitions and Recitals. Terms not otherwise defined herein have the meanings set forth in the Lease. The Recitals set forth above are hereby incorporated into this Amendment by this reference.
2. Extended Term. Pursuant to the Lease, the current Term is scheduled to expire on May 31, 2014. SFMTA and Tenant agree and acknowledge that pursuant to this Amendment, the current Term is hereby extended by five (5) years and shall expire on May 31, 2019 ("Second

Renewal Term”).

3. **Annual Minimum Rent:** The Annual Minimum Rent for the Second Renewal Term will be as follows:

Lease Year	Annual	Monthly
June 1, 2014- May 31, 2015	\$129,787.12 (\$60.31 psf)	\$10,815.59
June 1, 2015- May 31, 2016	\$133,682.24 (\$62.12 psf)	\$11,140.19
June 1, 2016- May 31, 2017	\$137,684.96 (\$63.98 psf)	\$11,473.75
June 1, 2017- May 31, 2018	\$141,816.80 (\$65.90 psf)	\$11,818.06
June 1, 2018- May 31, 2019	\$146,077.76 (\$67.88 psf)	\$12,173.15

4. **Renewal Option.** Tenant is hereby granted the option to extend the Term beyond the Second Renewal Term for one (1) additional five (5) year period (“Third Renewal Term”) on the same terms and conditions as set forth herein, upon written notice delivered by Tenant to SFMTA no later than one hundred eighty (180) days prior to the expiration of the Second Renewal Term, provided that Tenant is not then in default hereunder. The Annual Minimum Rent during each year of the Third Renewal Term shall be as follows:

Lease Year	Annual	Monthly
June 1, 2019- May 31, 2020	\$150,460.09 (\$69.92 psf)	\$12,538.34
June 1, 2020- May 31, 2021	\$154,973.88 (\$72.01 psf)	\$12,914.49
June 1, 2021- May 31, 2022	\$159,623.09 (\$74.17 psf)	\$13,301.92
June 1, 2022- May 31, 2023	\$164,411.73 (\$76.40 psf)	\$13,700.98
June 1, 2023- May 31, 2024	\$169,344.11 (\$78.69 psf)	\$14,112.10

5. **Duty to Mitigate Damages.** Article 19 of the Lease shall be amended to include the following: Notwithstanding anything in the Lease to the contrary, Landlord agrees to use reasonable efforts to relet the Premises and mitigate damages.

6. **Quiet Enjoyment.** Notwithstanding anything in the Lease to the contrary, Landlord covenants that, upon Tenant's payment of the Rent required hereunder and its performance of all of the terms and conditions of the Lease, Tenant's peaceful and quiet enjoyment of the Premises shall not be disturbed by Landlord or anyone properly claiming by, through or under Landlord.

7. **Ratification and Affirmation.** Except as hereby amended, the Lease shall remain unmodified and in full force and effect. Tenant affirms and Landlord acknowledges that there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Tenant in the performance of its obligations under the Lease. The Lease, as amended by this Amendment, shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

8. **Conflict of Terms.** In the event that there is any conflict or inconsistency between the terms and conditions of the Lease and those of this Amendment, the terms and conditions of this Amendment shall control and govern.

9. **Execution in Counterpart.** This Amendment may be executed in any number of counterparts and by parties hereto in separate counterparts, each of which when so executed shall

be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. Amendment Date. The latest date set forth beneath the signatures of all of the parties below is referred to herein as the "Amendment Date."

IN WITNESS WHEREOF, SFMTA and Tenant have executed this Amendment on the corresponding date(s) set forth beneath their respective signatures below effective as of the Amendment Date.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the corresponding date(s) set forth beneath their respective signatures below effective as of the Amendment Date.

LANDLORD
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

TENANT
Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership

Recommended:

Amit M. Kothari
Director of Off-Street Parking

By: Margie H Vigneault

Print Name: Margie H Vigneault

Its: Manager, Real Estate

Date: 12-6-13

Approved:

Edward D. Reiskin
Director of Transportation

Date: _____

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By:

Stephanie Stuart
Deputy City Attorney

Date: _____

San Francisco Municipal Transportation Agency
Board of Directors

Resolution No: 14-035

Adopted: March 4, 2014

Attest: _____
Secretary, SFMTA Board of Directors

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Amendment") is dated as of the latest date set forth beneath the parties' signatures below (the "Effective Date"), by and between CITY OF SAN FRANCISCO DOWNTOWN PARKING CORPORATION, a California nonprofit corporation ("Landlord"), and SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, successor-in-interest to SPRINT SPECTRUM, L.P., a Delaware limited partnership ("Tenant").

Recitals

A. Landlord and Tenant are parties to that certain Shops at Yerba Buena Lease dated as of February 18, 2004, as amended by that certain Amendment to Lease -- Electric Utility Services dated effective as of April 2, 2007, and as further amended by that certain First Amendment to Lease dated effective as of September 26, 2007 (as so amended, the "Lease"), respecting that certain retail space commonly known as Suite F and Suite G1 located in the Shops at Yerba Buena, San Francisco, California and more fully described in the Lease (the "Premises").

B. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms not otherwise defined herein have the meanings set forth in the Lease. The Lease as amended hereby and as may be further amended is referred to herein as the "Amended Lease."

2. Installation of Rooftop Antenna. Tenant is hereby granted, subject to Article 10 of the Lease and the provisions of this Amendment, the right to install, secure, maintain, replace and operate on a portion of the rooftop space of the Structure described in that certain letter from Tenant to Landlord dated August 29, 2007 (the "Roof"), a copy of which letter is attached hereto as Exhibit A (the "Installation Letter"), within that certain 4 foot x 4 foot space described in the Installation Letter (the "Roof Space"), an antenna and non-penetrating roof mount as specified in the Installation Letter (collectively, the "Antenna"). In addition, but also subject to Article 10 and the provisions of this Amendment, Tenant shall have the right to install a coaxial cable leading from the Antenna to the Premises at Tenant's sole cost and expense and in a location, manner, material and size as specified in the Installation Letter or as otherwise may be approved by Landlord in its sole discretion (the "Cable"). The installation, use, maintenance, replacement, operation and removal of the Antenna and the Cable are subject to the following:

(a) The Antenna shall be used solely and exclusively by Tenant for purposes of enhancing Tenant's wireless communication signals within the Premises. Tenant shall not permit any other party to utilize the Antenna and/or Cable. Notwithstanding the foregoing, the use of Sprint or Nextel phones or

telecommunication devices by other parties within the Premises shall be considered part of Tenant's operations and is not a prohibited use.

(b) Tenant shall diligently service, repair, paint and maintain the Antenna and the Cable.

(c) No signs, whether temporary or permanent, shall be affixed, installed or attached to the Antenna or the Roof other than those required by Requirements. All signs required, if any, and the location thereof, shall be subject to Landlord's prior approval in writing.

(d) In the performance of any installation, alteration, repair, maintenance, removal and/or any other work with respect to the Roof Space or the Antenna, Tenant shall comply with all of the applicable provisions of the Amended Lease including, without limitation, those set forth in Articles 3, 9, 10, 13 and 14, and the provisions of this Amendment, all of which shall be applicable to the Roof Space as if the Roof Space were a part of the Premises. Without limiting the foregoing, Tenant, at its sole cost and expense, shall comply with all present and future laws, and with any reasonable requirements of any applicable fire rating bureau relating to the maintenance, use, installation and operation of the Antenna and the Cable. Tenant shall install, maintain and operate all of its equipment used in connection with the Antenna and the Cable in conformity with all laws and all regulations of all government agencies having jurisdiction over the installation, use and operation thereof including, without limitation, the Federal Aviation Administration and the Federal Communications Commission; provided, however, that if compliance with such laws or regulations would require a change in the size, configuration or location of the Antenna, then such changes shall be subject to Landlord's prior written consent.

(e) Any and all taxes, filing fees, charges or license fees imposed upon Landlord by virtue of the existence and/or use of the Antenna (including those shown to be specifically related to any increase in the assessed valuation of the Structure attributable to the Antenna), whether imposed by any local, state and/or federal government or any agency thereof, shall be exclusively borne by Tenant. Landlord agrees to cooperate reasonably with Tenant in any necessary applications for any necessary license or permits provided Landlord incurs no expense or liability in so doing.

(f) Between the hours of 8:00 a.m. and 6:00 p.m. and upon reasonable advance notice to Landlord, Monday through Friday (exclusive of holidays), Tenant may have access to the Roof Space for the sole purpose of servicing and maintaining the Antenna. Landlord shall have the right (in its sole discretion) to have its representative(s) accompany Tenant whenever it services or maintains the Antenna. Tenant shall not have any tools and/or materials stored in the Roof Space, and Tenant's employees and independent contractors shall comply with Landlord's rules and procedures in effect from time to time respecting access to

the Roof. If Tenant shall require access to any of the Roof Space, at times other than those specified in the first sentence of this paragraph (f), then except in the case of an emergency, Tenant shall give Landlord at least two full business days prior written notice of such requirement and shall pay all reasonable costs incurred by Landlord in connection therewith including, without limitation, any reasonable compensation paid to Landlord's employees or any independent contractors of Landlord.

(g) Prior to the expiration or earlier termination of the Term of the Amended Lease, Tenant shall remove the Antenna and the Cable, and shall restore and repair all damage to the Structure occasioned by the installation, maintenance or removal of the Antenna and the Cable. If Tenant fails to timely complete such removal, restoration and repair, all reasonable sums incurred by Landlord to complete such work shall be paid by Tenant to Landlord upon demand.

(h) Throughout the Term of the Amended Lease from and after the installation of the Antenna, Tenant shall annually inspect the Antenna. Tenant shall be solely responsible for preserving the water tight integrity of the Roof as may be caused by, or relates to, the installation, maintenance, operation and repair of the Antenna. Tenant shall be responsible for all leaks in the Roof directly arising out of or connected to its installation of Tenant's Antenna. Tenant's Antenna shall not exceed the applicable load-bearing capacity of the Roof Space.

(i) If, at any time during the Term, Landlord, in its sole judgment, shall determine that it is necessary to move the Antenna to another area of the Roof or another portion of the Structure, then Landlord may give notice thereof to Tenant (which notice shall have annexed thereto a plan on which such other area of the Roof or another portion of the Structure (the "Substitute Space") shall be substantially identified by hatching or otherwise). The Substitute Space with respect to the Antenna shall not be located in an area of the Roof or Structure in which the Antenna's reception would differ in a materially adverse way from the Antenna's reception in the initial Roof Space. Within thirty (30) days of receipt of Landlord's notice (or, if a governmental permit is required to be obtained for installation of the Antenna in the Substitute Space, then, within thirty (30) days of the obtaining of such permit (which Tenant shall make prompt application for, with Landlord's reasonable cooperation), Tenant, at its sole cost, shall move the Antenna to the Substitute Space which shall then become the Roof Space hereunder and the original Roof Space shall be deleted from the coverage of the Amended Lease.

(j) Tenant's operation or use of the Antenna shall not prevent or interfere with the operation or use of any equipment of (i) any tenant, occupant or licensee of the Structure whose equipment was installed prior to the installation of the Antenna or (ii) Landlord. If, at any time during the Term, Landlord shall reasonably determine that the Antenna causes interference with equipment of any

such tenant, occupant or licensee or of Landlord, then Landlord may so notify Tenant in writing ("Interference Notice"). Within twenty-four (24) hours following receipt of any such Interference Notice, Tenant shall discontinue use of the Antenna. Landlord reserves the right to disconnect the Antenna if, following delivery of an Interference Notice, Tenant fails to discontinue use of the Antenna within such twenty-four (24) hour period. Notwithstanding the foregoing, following Tenant's cessation of the use of the Antenna, Tenant may conduct brief tests to identify the cause of, and to determine how to eliminate, such interference. In the event the interference cannot be eliminated, Tenant may, at its election and at Tenant's sole cost and expense, propose to replace the Antenna with another antenna which would not cause such interference (the "Replacement"); provided, however, that prior to proceeding with the installation of any such Replacement, Tenant shall first demonstrate to Landlord's reasonable satisfaction that the proposed Replacement will cure the interference caused by the Antenna. Following such non-interference demonstration and, if a governmental permit is required to install the Replacement, then following Tenant's receipt of such permit (which Tenant shall be responsible for obtaining, with Landlord's cooperation but at no cost to Landlord), Tenant may replace the Antenna with the new non-interfering Replacement in accordance with the other terms and provisions of this Amendment. Following any such replacement, the Replacement shall then be deemed to be the Antenna hereunder.

(k) Tenant agrees that Landlord has made no warranties or representations as to the condition or suitability of the Roof Space or the Structure for the installation, use, maintenance or operation of the Antenna and the Cable, and Tenant agrees to accept same in its "as is" condition and without any work or alterations to be made by Landlord. Tenant expressly acknowledges and agrees that this Amendment does not permit Tenant to install any electrical power connections to the Roof Space and/or the Antenna, any which electrical connection shall be made to associated equipment to be located in the Premises as set forth in the Installation Letter.

3. No Other Changes. Except as otherwise expressly modified by the terms of this Amendment, the Lease shall remain unchanged and in full force and effect. Tenant hereto acknowledges that, as of the date hereof, Landlord is not in default in the performance of any of its obligations under the Lease and that Tenant has no claims or setoffs of any kind.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which together shall comprise one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment effective as of the Effective Date.

LANDLORD

CITY OF SAN FRANCISCO DOWNTOWN
PARKING CORPORATION,
a California nonprofit corporation

By: 

Name: CHERYL A. HILL

Its: CITY OF SAN FRANCISCO

Date: JUN 24, 2008

APPROVED:

By: 

Director of Property
CITY AND COUNTY OF
SAN FRANCISCO

Date: 2/1, 2008

TENANT

SPRINT SPECTRUM REALTY COMPANY, L.P.,
a Delaware limited partnership

By: 

Name: JOHN E. BEAUDOIN

Its: MANAGER, CONTRACTS

Date: JAN 15, 2008

Exhibit A

Installation Letter

(See attached copy.)



Sprint Nextel
Mailstop: KSOPHB0206-2B414
6300 Sprint Parkway
Overland Park, KS 66251-2650
Office: 913-794-2608 Fax: 913-794-0212

Kelee Limbach
Technical Project Manager

John Brown
Corporate Manager
Downtown Parking Corp.
Fifth & Mission/Yerba Buena Garage
833 Mission Street
San Francisco, CA 94103

August 29, 2007

RE: Sprint Nextel Repeater Antenna Request and Scope

Dear Mr. Brown,

In order to improve Sprint's cellular coverage inside its retail store at the Yerba Buena Garage, it is necessary to request approval for the installation of a repeater and associated antenna. The repeater will allow Sprint to more effectively demonstrate and sell its products and thus help to ensure a long term tenancy with the City. The purpose of this letter is to explain the equipment and scope of work involved. As you will see, it is a very simple concept and installation. The installation will probably take less than one week to complete.

A repeater system consists of three main parts; the exterior (donor) antenna, the repeater, and the coaxial cable connecting these two. The only equipment to be located outside of Sprint's store is the donor antenna and coaxial cable. The repeater itself will be located in the rear room of Sprint's leased space (inside the store). It will plug into a standard 120v outlet inside the store, so there will be no additional electrical bill. The entire system will be grounded and have a lightning protection kit installed.

The donor antenna will pick up a signal from a nearby cell tower and this signal is carried down into the store through the coaxial cable. The dimensions of the antenna are about 23 inches long by 3.25 inches across (see attached specification sheet). We propose to mount it on top of the central elevator/stairwell penthouse using a non-penetrating sled & ballast tripod mount. We will need a 4 ft x 4 ft square rooftop space for the mount. The tripod will be approximately 2-3 feet tall and given the height and location of the penthouse and its parapet wall, the antenna will not be visible from street level. Please refer to the attached photographs and specification sheets for further detail.

The coaxial cable is 1/2 inch diameter fire rated and will be encased in conduit per local code. Getting the cable down to the store can be accomplished by core drilling through the stairwell floors. All core drill locations will first be X-rayed to prevent damage to the building's infrastructure. Again, please refer to the attached photographs for further detail.

As you may know, our contractor, Candou Communications met with Simon Kwan, Architect to discuss the proposed equipment locations and to negate any visual or structural concerns. We hope this letter

along with the attached information sufficiently explains our intentions. Please do not hesitate to call with further inquiries.

Sincerely,

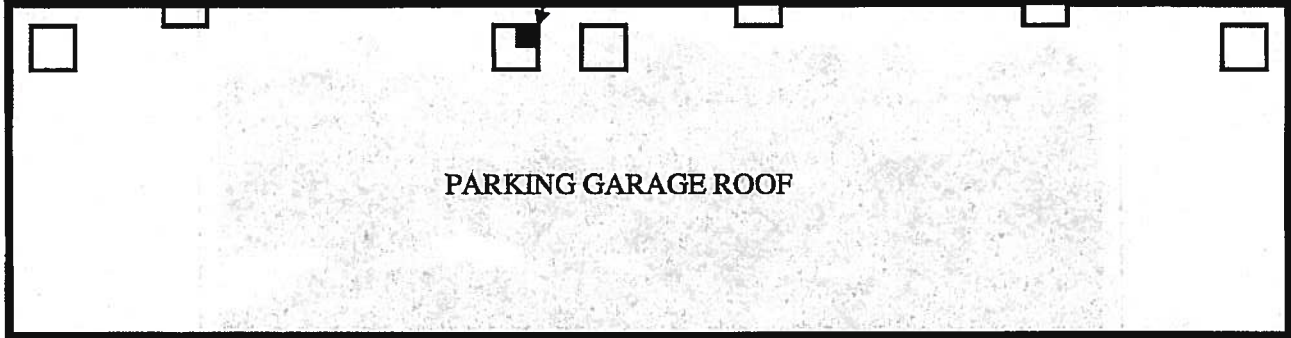


Kelee Limbach
Project Manager

Cc: Mark Matt
Mikell Bennett

4' X 4' space for antenna to be mounted on sled & ballast tripod. Core drilling is proposed for coax cable entry down through all floors in order to hide the cable. Once down to 2nd floor parking level, the cable will run across the roof of garage to above Sprint store, then down into the store.

M I S S I O N S T R E E T



PARKING GARAGE ROOF

M I N N A S T R E E T

Roof Plan showing proposed location of antenna on top of elevator/stairway structure (No Scale).

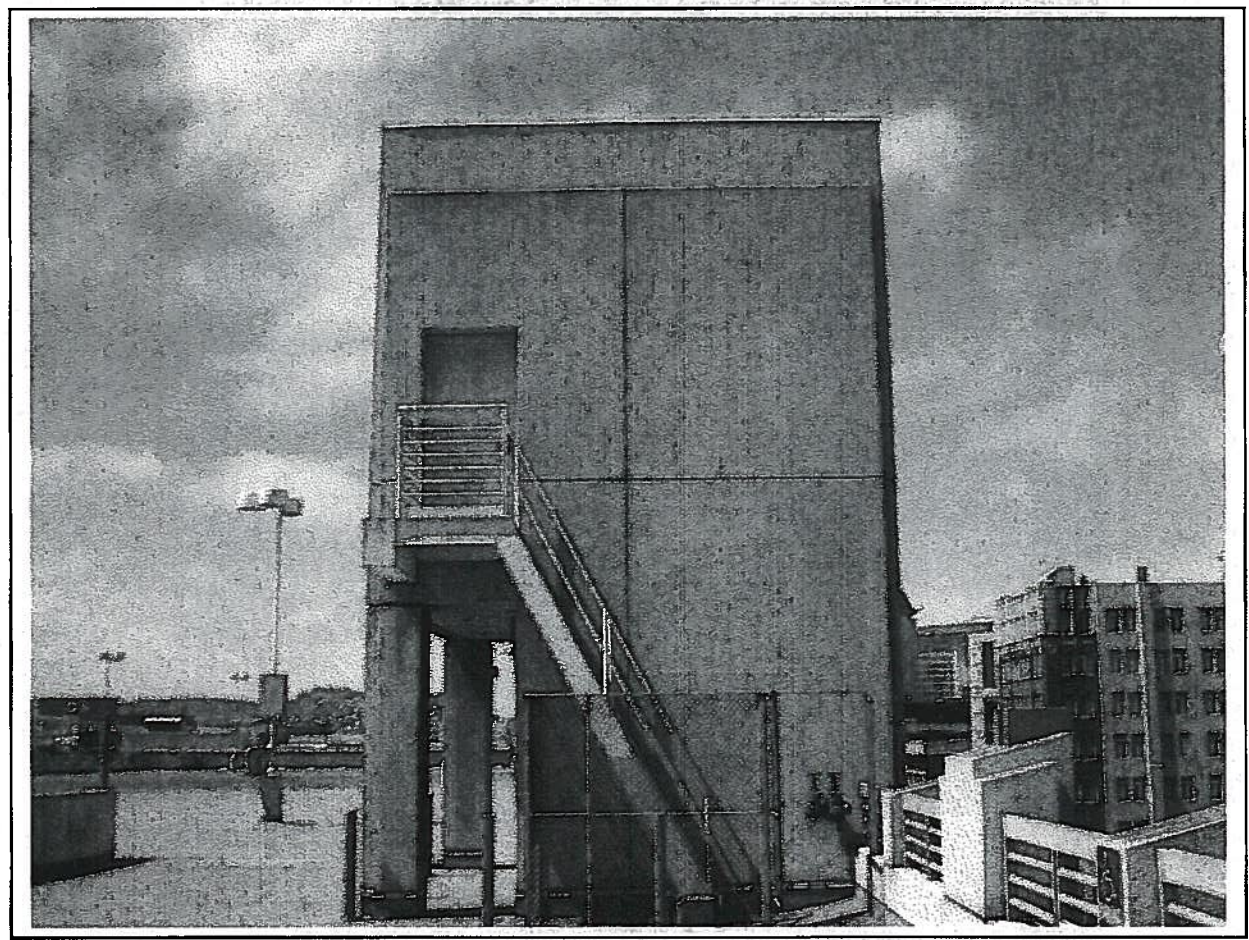
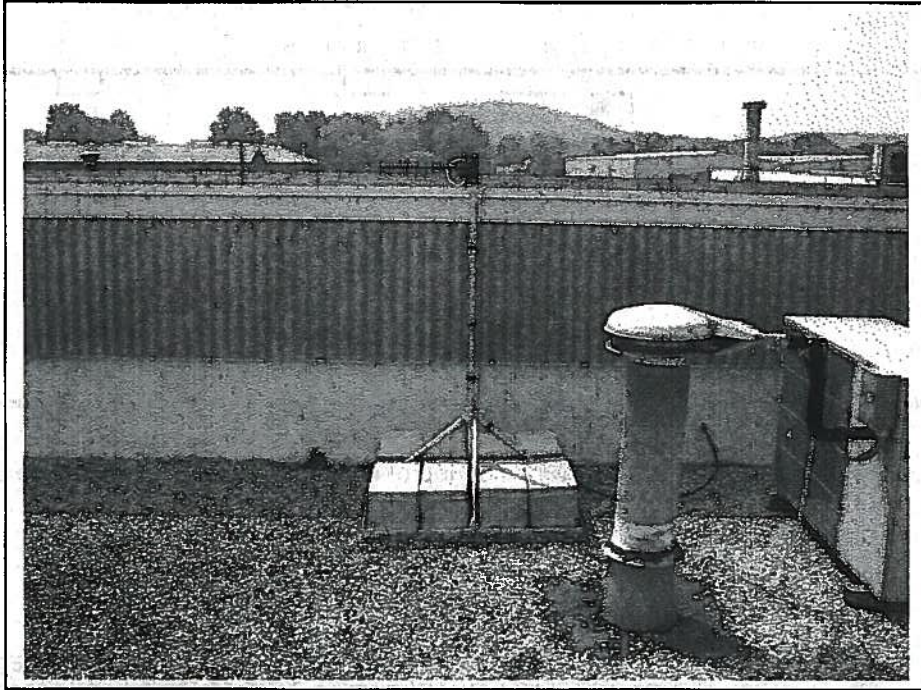
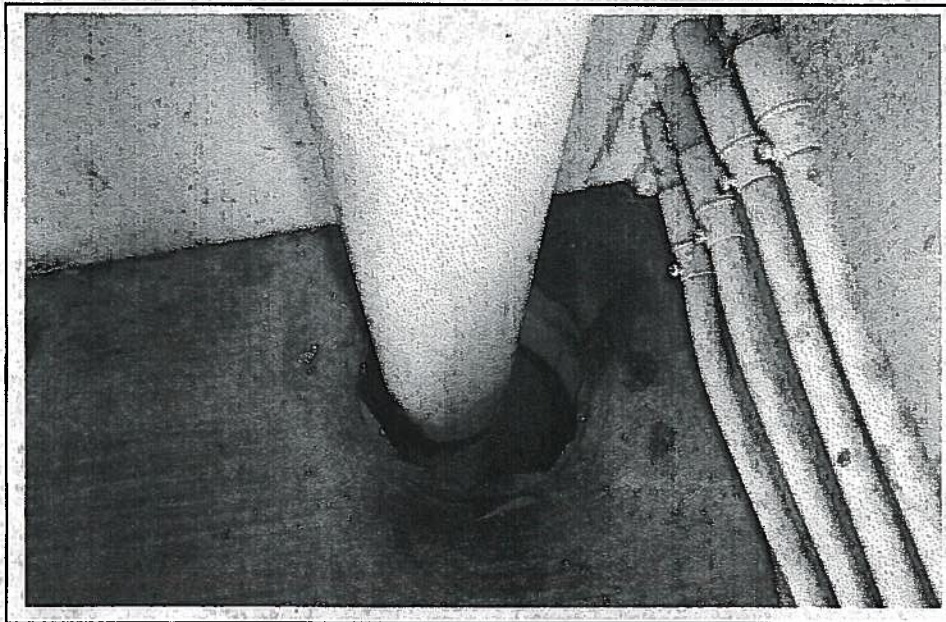


Photo of elevator/stairway structure. Proposed antenna to be placed on top via sled/ballast mount.



Example photograph of an antenna mounted on a non-penetrating tripod sled/ballast mount. A protective rubber mat is placed between the roof and the tripod sled.



Coax cable from antenna is proposed to reach the Sprint store via core drilling down through the center stairwell. All core drilling areas will first be X-rayed to eliminate damage to structural members or other building facilities such as electrical wiring. Coax cable will be 1/2" diameter fire rated and encased in a conduit per local code.