

SECOND AMENDMENT TO ANTENNA SITE LEASE

THIS SECOND AMENDMENT TO ANTENNA SITE LEASE (this “**Second Amendment**”) is dated for reference purposes as of April 1, 2018 (the “**Reference Date**”), by and between PPF PARAMOUNT ONE MARKET PLAZA OWNER, L.P., a Delaware limited partnership (“**Landlord**”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**Tenant**”). Capitalized terms used herein but not defined shall have the meaning given them in the Lease (as defined below).

THIS SECOND AMENDMENT is made with reference to the following facts:

A. City and Landlord, as successor-in-interest to EOP-One Market L.L.C., a Delaware limited liability company (doing business in California as EOP-One Market LLC), are parties to that certain Antenna Site Lease, dated April 22, 1998 (the “**Initial Lease**”) [also titled “**Office Lease Agreement**” on page one of the Initial Lease], pursuant to which City presently leases the premises consisting of a portion of Room #AMZ98 (the “**Premises**”), located on the mezzanine of the roof of the building located at One Market Street, San Francisco, California (the “**Building**”), and commonly known as the Spear Tower, together with certain storage space and certain locations on the roof of the Spear Tower, in order to install and operate certain Site Equipment for City’s emergency and non-emergency communications system. The Initial Lease was amended by a First Amendment to Antenna Site Lease, dated as of May 3, 2010 (the “**First Amendment**”), which (1) documented the location of all then-existing Site Equipment, (2) permitted City to install additional equipment in additional locations on the roof of the Spear Tower, (3) increased the Base Rental payable under the Lease, and (4) amended the Initial Lease in certain other respects. The Initial Lease, as amended by the First Amendment and this Second Amendment shall be referred to herein as the “**Lease**.”

B. City is working to improve its program of public safety communications in San Francisco, and in connection with such improvement, City desires to install certain additional equipment.

C. As of the Reference Date, City is in a month-to-month holdover status, pursuant to Section XXVII of the Initial Lease, “Holding Over”. The current monthly Base Rental amount for the Premises as defined herein is \$15,025.00.

D. All rent due through March 31, 2019 has been paid or will be paid by Tenant to Landlord prior to the Second Amendment Effective Date. Landlord will invoice City monthly for the remainder of the Term (as the same is extended pursuant to Section 4 below).

E. Landlord and City now desire to further amend the Initial Lease (as already amended in the First Amendment) to (1) document additional Site Equipment, thus recasting the definition of Site Equipment, (2) permit City to install certain additional equipment in additional locations on the roof and mezzanine of the Spear Tower, including in Room #R101, and adjust the Premises accordingly, (3) increase the Base Rental payable under the Lease, (4) extend the term of the Lease through May 31, 2020, and (5) provide City with two (2) options to further extend the term of the Lease for an additional five (5) years each, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the matters described in the foregoing Recitals which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and Landlord agree as follows:

1. Additional Site Equipment.

(a) From and after the Second Amendment Effective Date, and subject to the terms and conditions of the Lease, City shall have the right to install any and all of the Site Equipment (the “**Site Equipment**”) in Room #R101 and on the roof of the Spear Tower as displayed in **Exhibit 1** hereto and incorporated herein by reference, provided that such installations shall be made in accordance with the provisions of the Lease, including, without limitation, the provisions of Section XI.B. and the technical standards set forth in Exhibit C to the Lease.

As used in this Second Amendment, the “**Premises**” shall mean the locations on which the Site Equipment is installed pursuant to the terms hereof. The location of such Site Equipment shall be subject to Landlord’s reasonable approval; provided, however, that Landlord agrees to take into account City’s proposed operation of the Site Equipment for the Permitted Use, including, if applicable, any special requirements such as line of sight with other City facilities, and City acknowledges that the location of the Site Equipment may not interfere with any other communication or other system then installed on the roof of the Spear Tower. Landlord and City shall use good faith efforts to promptly resolve any disagreement about the designated location of the Site Equipment.

(b) **Definition of Premises.** Effective as of the Second Amendment Effective Date, the term “**Premises**” as used in the Lease, shall mean Room #R101E located on the mezzanine of the Spear Tower roof, East Stairwell, Room #R101W located on the mezzanine of the Spear Tower roof, West Stairwell, Room 200, 2nd level, and other locations all as specifically shown on **Exhibit 1** to this Second Amendment.

2. Base Rental for Premises. Commencing on June 1, 2019 (the “**Revised Rent Commencement Date**”) City shall pay Rent for the Premises at the rate of Fifteen Thousand Four Hundred Seventy-Five and 75/100 Dollars (\$15,475.75) per month, in accordance with Section IV.A of the Initial Lease. If the Lease Term continues beyond the new Termination Date established pursuant to Section 4 below, commencing on June 1, 2020, the Base Rental shall be adjusted in the manner provided in Section IV.C of the Initial Lease, except that the adjusted Base Rental shall be one hundred three percent (103%) of the previous month’s Base Rental, in lieu of a CPI adjustment. City acknowledges that the Revised Rent Commencement Date for the entire Premises as defined in Section 1(b) above shall be June 1, 2019, notwithstanding the Second Amendment Effective Date and notwithstanding the actual date of Landlord’s delivery of any portion of the Premises, provided that there shall be an appropriate proration of Premises Base Rental if Tenant’s occupancy of the Premises is delayed due to Landlord’s failure to deliver any portion of the Premises within thirty (30) days after the effective date of this Second Amendment. The Base Rental; shall be payable in equal consecutive monthly payments on or before the first day of each month, in advance, at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than

thirty (30) days' advance notice. City shall pay the Base Rental without any prior demand and without any deductions or setoff except as otherwise provided in this Lease.

3. **No Rent Reduction.** In no event shall the amount of rent payable by City under the terms of the Lease be reduced in the event City removes any item of Site Equipment, whether for obsolescence or any other reason.

4. **Extension of Term; Revised Termination Date; Options to Renew.** Landlord and City acknowledge and agree that the Lease Term shall be extended to May 31, 2020, such that the revised Termination Date shall be May 31, 2020. Additionally, Landlord and City acknowledge and agree that City shall have two (2) five (5) year options to further renew the term, commencing on the date following the revised Termination Date or June 1, 2020. The renewal process shall be pursuant to Exhibit F to the Initial Lease.

5. **Interference.** Section VI of the Initial Lease is hereby deleted and replaced with the following Section VI:

(a) City acknowledges that Landlord may grant to certain parties the right, during the Lease Term (as the same may be renewed or extended), to engage in communications activities in, on and about the roof of the Building using the Licensed Radio Frequency Spectrum or the Unlicensed Radio Frequency Spectrum, as said terms are defined below. In the event of any interference to City's Site Equipment attributable to the equipment and installations of any other persons or entities in the Building, City's priority and the priority of the other user(s) shall be determined as provided in Section VI(c) below. Landlord agrees to take commercially reasonable action to facilitate the elimination of such interference caused by equipment with lower priority than City's priority. If such interference from third parties prevents City from using some or all of its Site Equipment and such interference is not resolved within sixty (60) days following the date of delivery of notice of such interference from City to Landlord, which notice shall include reasonable supporting documentation identifying and evidencing such interference, City may, as its sole remedy, terminate this Lease with respect to the portion of the Premises on which the affected Site Equipment is located upon thirty (30) days' notice to Landlord.

(b) City installed certain Site Equipment prior to the Commencement Date and has and will continue to install and replace Site Equipment during the term of this Lease Term. City shall operate City's Site Equipment in a manner that does not interfere with: (i) the maintenance or operation of the systems and components of the Property or the Building, including, but not limited to, the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Building and/or its occupants; or (ii) subject to City's right to continue to operate the Site Equipment for which it has priority under this Section VI in the manner designed, the operation of any radio or telecommunications equipment installed at the Building or the Property prior to the Commencement Date or otherwise having priority over a particular item of City's Site Equipment, provided that such Prior

FCC Licensed User, as that term is defined below, is operating in accordance with its FCC license and other Applicable Law. Upon the written request of Landlord at any time during the Lease Term, but no more often than once per annum, City shall, at the City's sole cost and expense, conduct a radio frequency interference analysis of the City's Site Equipment to confirm City's Site Equipment is not causing any such impermissible interference. If any such interference in violation of this Section VI cannot be eliminated within forty-eight (48) hours after delivery to City of notice describing the interference, City agrees to cease immediately all operations of the applicable items of Site Equipment (except for testing as approved by Landlord) until the interference has been corrected to the commercially reasonable satisfaction of Landlord. City shall be responsible for all costs associated with any tests or remediation deemed necessary to resolve any and all interference for which City is responsible under this Section VI. If such interference has not been corrected within thirty (30) days after delivery to City of notice describing the interference, Landlord may require City to remove the specific items of the City's Site Equipment causing such interference. All operations by City shall be lawful and in compliance with all Applicable Law, including, but not limited to, FCC rules and regulations. City shall be responsible for all costs associated with any testing necessary to resolve any and all interference which Landlord determines or reasonably believes is being caused by the Licensee's Facilities or the Permitted Use.

(c) **Priority of Frequencies.**

- (i) **Licensed Frequencies.** As used herein, "**FCC Licensed User**" shall mean any licensee of Landlord at the Project, including City, which is licensed or authorized by the FCC to utilize certain bandwidths of the radio frequency spectrum ("**Licensed Radio Frequency Spectrum**") in the geographic area where the Building is located. City's priority, with respect to any Licensed Radio Frequency Spectrum utilized by City and other FCC Licensed Users, shall be determined by the date each FCC Licensed User's license with Landlord commences at the Building. Such priority shall be maintained so long as the FCC Licensed User does not change or modify its equipment that it has located at the Project or the Licensed Radio Frequency Spectrum in which it transmits and receives at the Project at the time of such commencement provided that the Prior FCC Licensed User, as that term is defined below is operating in accordance with its FCC license and other Applicable Law. The priority position of each FCC Licensed User, with respect to interference protection as described in this Section VI(a), shall be equitably adjusted if the FCC Licensed User changes its equipment or Licensed Radio Frequency Spectrum, to be determined based upon the date of such change. Under the terms of certain pre-existing agreements with one or more FCC Licensed Users at the Property (a "**Prior FCC Licensed User**"), such Prior FCC Licensed Users may be permitted to make certain modifications to their equipment or Licensed Radio Frequency Spectrum and completion of such modifications shall not result in a change to such Prior FCC

Licensed User's position with respect to priority protection from interference. For avoidance of doubt, City expressly acknowledges that Site Equipment installed in Room #R101 following the Revised Rent Commencement Date (defined in Section 2 above) may have a priority which is subordinate to the priority of previously installed Site Equipment installed in Room #AMZ98.

- (ii) **Unlicensed Frequencies.** As used herein, “**FCC Unlicensed User**” shall mean any licensee of Landlord at the Project, including City, that utilizes certain bandwidths of radio frequency that are not licensed by the FCC and are available for use by the general public (“**Unlicensed Radio Frequency Spectrum**”) in the geographic area where the Building is located. Notwithstanding any other provision contained herein, the priority position among FCC Unlicensed Users shall at all times be inferior to that of FCC Licensed Users. To the extent City is operating in the Unlicensed Radio Frequency Spectrum, City's Unlicensed Radio Frequency Spectrum usage shall have no priority with respect to any other FCC Unlicensed Users pursuant to the provisions of this Lease with respect to frequency interference or congestion issues. City's rights and obligations with respect to such interference and/or congestion issues, if any, shall be determined and governed by the rules and regulations of the FCC and any other applicable regulatory authority having jurisdiction thereof. Landlord expressly disclaims any and all warranties and accepts no responsibility for management, mediation or resolution of frequency interference or congestion arising in the Unlicensed Radio Frequency Spectrum among FCC Unlicensed Users.

6. Electromagnetic Exposure Study. City shall, within 60 days of the completion of City's modification of the City's Site Equipment, conduct at its sole cost and expense, an Electromagnetic Exposure Study (the “**Study**”) of the Building's rooftop, a copy of which will be presented to Landlord, to ensure that the City's Site Equipment on the Building's rooftop is in compliance with all FCC and OSHA rules and regulations for all carriers regarding Occupational Exposure as defined in the FCC document OET 65.

7. Asbestos Notification. Tenant acknowledges that Tenant has received the asbestos notification letter attached to this Second Amendment as Exhibit 2 hereto, disclosing the existence of asbestos in the Building. As part of Tenant's obligations under the Lease, Tenant agrees to comply with the California “Connelly Act” and other applicable Laws, including providing copies of Landlord's asbestos notification letter to all of Tenant's “employees” and “owners,” who may from time to time provide services at or otherwise enter the Building, as those terms are defined in the Connelly Act and other applicable Laws.

8. City's ACM Work. Landlord has discovered certain ACM (Asbestos Containing Material) in trace amounts located in some floors of the Building. ACM has been found in drywall and joint compound and lead curtain hung above certain office walls. City will conduct testing in the Premises prior to the delivery of Room #R101 to City to determine whether ACM is present in similar locations therein. If ACM or other Hazardous Materials are present in Room

#R101 (whether discovered before or after delivery of Room #R101 to City), City will remove all ACM or Hazardous Materials in the Premises or Common Areas, except for fully encapsulated non-friable trace amounts of ACM permitted under applicable Laws (collectively, “**City's ACM Work**”) and will carry out such work in compliance with applicable Laws and at City's sole cost and expense prior to delivery of Room #R101 to City, or, if the ACM or other Hazardous Materials are first discovered subsequent to delivery of Room #R101 to City, such work shall also be performed by City in coordination with the construction by City of the Leasehold Improvements). City shall perform normal ACM testing in Room #R101 as is customary pursuant to City's standard procedures and consistent with that certain redacted Limited Hazardous Materials Survey Report, prepared by Cardno ATC, dated May 21, 2014, Project Number 75.21896.0070, and shall promptly provide Landlord all reports pertaining to ACM for Room #R101 and any reports of air clearance sampling.

9. Notice Addresses. The notices addresses set forth in Section I.A.8 of the Initial Lease are hereby deleted and the following addresses are substituted therefor:

Tenant: Notices shall be sent to Tenant at the following addresses:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Andrico Q. Penick
Director of Property
Fax No.: (415) 552-9216

with a copy to:
Department of Technology (DT)
1 South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
Attn: CIO

and a copy to:
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Real Estate and Finance Team
Fax No.: (415) 554-4755

Landlord: Notices shall be sent to Landlord at the following addresses:

PPF PARAMOUNT ONE MARKET PLAZA OWNER, L.P.
c/o PARAMOUNT GROUP, INC.
Steuart Tower, One Market Plaza, Suite 1470
San Francisco, CA 94105
Attention: Portfolio Manager

with a copy to:

PARAMOUNT GROUP, INC.

1633 Broadway, Suite 1801
New York, NY 10019
Attention: Bernard A. Marasco
Senior Vice President - Counsel, Leasing and Property
Management

10. References. No reference to this Second Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

11. Applicable Law. This Second Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

12. Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Second Amendment.

13. Miscellaneous. Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Second Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Lease. Landlord and City hereby ratify and confirm all of the provisions of the Lease.

14. Effective Date of Second Amendment. Notwithstanding anything to the contrary contained in this Second Amendment, Landlord acknowledges and agrees that no officer or employee of City has authority to commit City hereto unless and until City's Board of Supervisors shall have duly adopted a resolution approving this Second Amendment and authorizing consummation of the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon adoption of such a resolution, and this Second Amendment shall be null and void unless City's Mayor and Board of Supervisors approve this Second Amendment, in their respective sole and absolute discretion, and in accordance with all applicable laws. Approval of this Second Amendment by any department, commission or agency of City shall not be deemed to imply that such resolution will be adopted nor will any such approval create any binding obligations on City. Subject to the foregoing, this Second Amendment shall become effective (the "**Second Amendment Effective Date**") on the later of: (i) the date this Second Amendment is signed by Landlord and City; (ii) the date that all rent due through March 31, 2019 as described in Recital D has been paid to Landlord; and (iii) the date the City's Mayor and Board of Supervisors approve this Second Amendment.

(Signatures on following page)

In witness whereof, the parties hereto have executed this Second Amendment as of the date written above.

LANDLORD: **PPF PARAMOUNT ONE MARKET PLAZA
OWNER, L.P.**
a Delaware limited partnership

By: PPF PARAMOUNT GP, LLC, a Delaware
limited liability company, its general
partner

By: _____
Name: Peter R. C. Brindley
Title: Vice President

TENANT: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Its: Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

EXHIBIT 1 Revised Premises

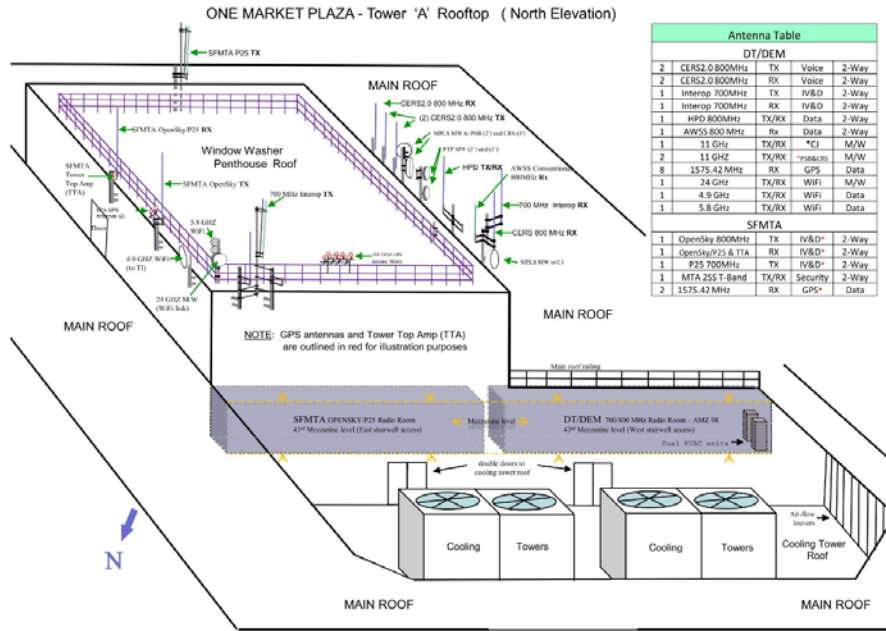


EXHIBIT 2

ASBESTOS NOTIFICATION

This Exhibit is attached to and made a part of the Lease by and between **PPF PARAMOUNT ONE MARKET PLAZA OWNER, L.P.**, a Delaware limited partnership (“**Landlord**”) and City of San Francisco (“**City**”) for space in the Spear Tower in the Building located at One Market, San Francisco, California.

As you may know, asbestos, because of its insulating and fire-resistant properties, was historically used in some construction materials. California's Connelly Act, as well as federal OSHA and some other California rules, now require building owners and landlords to make certain notifications regarding known asbestos-containing materials (“**ACM**”) and presumed ACMs (“**PACM**”). PACM consists of certain older construction materials that commonly contained asbestos. This Exhibit is designed to provide you with the required ACM and PACM notifications.

ACM

Our asbestos survey(s) for the Building did note the presence, location or quantity of ACM in the Building as follows: vinyl floor tile, linoleum sheeting, built-up roofing material, associated tar and transite paneling located on the cooling towers, and rope sealant around duct penetrations.

PACM

PACM consists of thermal system insulation and surfacing material found in buildings constructed prior to 1981, and asphalt or vinyl flooring installed prior to 1981-. “Surfacing material” means material that is sprayed-on, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). Because this Building was constructed prior to 1981, PACM may be present.

The fact that our survey(s) may identify such materials as PACM does not necessarily mean that no other PACM exists in the Building. Please be advised that if any thermal system insulation, asphalt or vinyl flooring or surfacing material, of the type described above, are found to be present in the Building, such materials must be considered PACM unless properly tested and shown otherwise.

Because of the presence of ACM and the potential presence of PACM in the Building, we are providing you with the following warning, which is commonly known as a California Proposition 65 warning:

WARNING: This Building contains asbestos, a chemical known to the State of California to cause cancer.

In addition, you should be aware that there are certain potential health risks that may result from exposure to asbestos. Because we are not physicians, scientists or industrial hygienists, we have no special knowledge of the health impact of exposure to asbestos. However, we hired an environmental consulting firm to prepare an asbestos Operations and Maintenance Plan (“**O&M Plan**”) to address asbestos matters at the Building. The O&M Plan is designed to minimize the

potential for a release of asbestos fibers and outlines a schedule of actions to be undertaken with respect to asbestos. The written O&M Plan is available for your review at our Building Management Office during regular business hours, and a copy of the O&M Plan will be provided to you upon request.

In general, the written O&M Plan describes the risks associated with asbestos exposure and how to prevent such exposure. The O&M Plan describes those risks as follows: asbestos is not a significant health concern unless asbestos fibers are released and inhaled. If inhaled, asbestos fibers can accumulate in the lungs and, as exposure increases, the risk of disease (such as asbestosis and cancer) increases. However, measures to minimize exposure and consequently minimize the accumulation of fibers, reduces the risk of adverse health effects. The O&M Plan is designed to safely manage the ACM and PACM in the Building and to avoid the inadvertent disturbance of such ACM or PACM. To that end, the O&M Plan provides for the training of building housekeeping and maintenance personnel so that they can conduct their work without causing a release of asbestos fibers. As part of the O&M Plan, we maintain records of all asbestos-related activities and the results of any asbestos survey, sampling or monitoring conducted in the Building.

The written O&M Plan describes a number of activities that should be avoided in order to prevent a release of asbestos fibers in the Building. In particular, you should be aware that some of the activities which may present a health risk by causing an airborne release of asbestos fibers include moving, drilling, boring or otherwise disturbing ACM or PACM. Consequently, such activities should not be attempted by any person not qualified to handle ACM or PACM. In other words, you must obtain the approval of Building management prior to engaging in any such activities. Please contact the Property Manager for more information in this regard. In addition, please contact the Property Manager if you notice any deterioration or disturbance of ACM or PACM. Also, note that the identification of ACM and PACM in this Exhibit is based on actual knowledge and assumptions that the law requires us to make: such materials do not necessarily comprise all asbestos in the Building.

Please be aware that you may have certain obligations under California and federal laws with regard to the ACM and PACM in the Building, including obligations to notify your own employees, contractors, subtenants, agents and others of the presence of ACM and PACM. You are solely responsible for complying with all such applicable laws. Please contact the property manager if you have any questions regarding the contents of this Exhibit.