

EXHIBIT G

SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND SAN LEANDRO DARK FIBER LLC

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (this “**Second Amendment**”) is entered into effective as of February 5, 2018 (“**Effective Date**”) by and between the City of San Leandro, a municipal corporation (“**City**”) and San Leandro Dark Fiber LLC, a limited liability company (“**SL Dark Fiber**” or “**SLDF**”). This Second Amendment shall be appended to the Original License, and the First Amendment to License Agreement dated March 4, 2015, also known as Exhibit F and shall be incorporated into the Original License. All Sections and provisions of the Original License, and the First Amendment remain unchanged and shall apply to the Project, including in the Expanded Property, unless this Second Amendment expressly sets forth a rate, term, or condition specific to the Project installed in the Expanded Property, or expressly changes a term, provision, or condition in the Original License and First Amendment. The City and SL Dark Fiber are sometimes hereinafter referred to individually as “**Party**” and collectively as the “**Parties.**”

Pursuant to the covenants below, all of which constitute good and valuable consideration, the Parties agree as follows:

1. Article XII of the Original License, Section 12.9 is amended in its entirety to read as follows:

Successors and Assigns; No Third-Party Beneficiaries. This License shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns provided however, that neither Party shall transfer or assign (either directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise) any of such Party’s rights hereunder by operation of law or otherwise without the prior written consent of the other Party and any such transfer or assignment without such prior written consent shall be void. Subject to the immediately preceding sentence this License is not intended to benefit and shall not run to the benefit of or be enforceable by any other person or entity other than the Parties and their permitted successors and assigns. This provision shall not preclude SL Dark Fiber from contracting with affiliates or third parties to provide telecommunications services using SL Dark Fiber property in the Project.

With respect to the Expanded Property, neither Party shall transfer or assign (either directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise) any of such Party’s rights hereunder by operation of law or otherwise without the prior written consent of the other Party and the United States Department of Commerce, Economic Development Administration, as required by the Award, and any such transfer or assignment without such prior written consent shall be void.

2. Article XII of the Original License is amended to add a new Section 12.11, which shall read as follows:

12.11. Purpose and Non-Discrimination. The Expanded Property was improved with a grant award from the United States Department of Commerce, Economic Development Administration (“EDA”), Project No. 07-01-06893 (the “Award”). The Expanded Property must be used in a manner consistent with the authorized general and special purpose of the Award and the Award terms and conditions. This includes, but is not limited to the Parties, which shall not discriminate in and during the provision of any services, or execution of any terms or provisions under this or any agreement with the City against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.

3. All other unchanged or unaffected terms and provisions of the Original License, and the First Amendment to License shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the License as of the date first written above.

City of San Leandro

SL Dark Fiber, a limited liability company

By: _____
Chris Zapata, City Manager

By: _____
J. Patrick Kennedy, SL Dark Fiber Managing Member

APPROVED AS TO FORM:

By: _____
Richard D. Pio Roda, City Attorney

ATTEST:

By: _____
Tamika Greenwood, City Clerk