

**AMENDMENT NO. 1
ANTENNA LEASE AGREEMENT
SPRINT SPECTRUM REALTY COMPANY, L.P.
LOG CABIN ROAD RESERVOIR
(SPRINT SPECTRUM SITE NO. SE60XC411-A)**

THIS AMENDMENT ("Amendment No. 1") is made and entered into this _____ day of _____, 2012, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City" or "Lessor" or "Olympia"), and **SPRINT SPECTRUM REALTY COMPANY, L.P.**, a Delaware limited partnership, successor in interest to SPRINT SPECTRUM L.P., a Delaware limited partnership (the "Lessee").

Recitals

1. On December 22, 2003, the City and SPRINT SPECTRUM L.P., entered into an *Antenna Lease Agreement* at the Log Cabin Road Reservoir Site located at 2711 Log Cabin Road SE, Olympia, Washington ("Agreement").
2. The term of the Agreement was to run until February 28, 2009, with compensation of Twelve Thousand Four Hundred Twenty-three and 48/100 Dollars (\$12,423.48) annually and with an annual increase based on the Consumer Price Index (CPI) each year thereafter.
3. The Agreement provided that its terms could be negotiated for renewal once the Lessee give notice to City at least one hundred eighty (180) days prior to its expiration.
4. On March 13, 2008, Sprint Spectrum, L.P., pursuant to the 2003 Agreement, submitted the notice of a five year renewal which expires on February 28, 2014.
5. The City and Lessee desire to amend the Agreement to increase the lease term and compensation amount.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 3 of the Agreement, COMPENSATION, is hereby amended to read as follows:

Lessee shall pay rent to Olympia in the sum of Sixteen Thousand Five Hundred Eighty-six and 23/100 Dollars (\$16,586.23) annually ("Annual Rent") for the calendar year 2014 commencing March 1, 2014 and due upon the Renewal Term Commencement Date (as that term is defined in Amendment No. 1). The Annual Rent shall be increased beginning March 1, 2015, and on March 1st of each year through 2019 by an amount of four percent (4%). Payment shall be made to the Director of Finance and Budget at Olympia City Hall, Olympia, Washington. In addition to such Annual Rent, Lessee shall also pay to Olympia, to the Director of Finance and Budget as set forth above, leasehold excise taxes assessed pursuant to RCW 82.29A and OMC 3.36 at the same time as consideration is due under this Lease Agreement. Grantee shall pay Olympia a late payment charge equal to ten percent (10%) of the late payment for any payment not paid when due. Any rent payments received by Olympia after the due date shall include a late payment penalty of two percent (2%) of Annual rent for each day or part thereof past the due date.

2. Section 6 of the Agreement, TERM AND RENEWAL, is hereby amended to read as follows:

The term of this Lease Agreement shall be extended for an additional term of five (5) years commencing March 1, 2014 (the "Renewal Term Commencement Date") and shall expire on February 28, 2019. In the event Lessee wishes to renew this Agreement, it shall give notice to Olympia at least one hundred eighty (180) days before its expiration. The decision to renew shall be within the sole but reasonable discretion of Olympia. Notwithstanding anything stated herein to the contrary, Lessee may not renew this Lease, unless it is in full compliance with all terms and conditions contained herein. Unless Lessee wishes to renew this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

3. All remaining provisions of the *Antenna Lease Agreement for the Eastside Street Reservoir location* dated December 22, 2003 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Lessee have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

APPROVED AS TO FORM:

Darren Nienaber

Darren Nienaber, Deputy City Attorney

CITY OF OLYMPIA

By: _____
Steven R. Hall
City Manager
P.O. Box 1967
Olympia WA 98507-1967

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 200_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Steven R. Hall, to me known to be the City Manager of City of Olympia, a Washington Municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____
Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

SPRINT SPECTRUM REALTY COMPANY, L.P.

By: _____

Name: Nathan Olson

Title: Authorized Representative

Address: 6391 Sprint Parkway
Overland park, KS 66251

Phone: (800) 357-7641

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

On the ____ day of _____ 201_, before me, a Notary Public in and for the State of Kansas, duly commissioned and sworn, personally appeared before me _____, to me known to be the _____ of Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, , who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____

Print Name: _____

NOTARY PUBLIC in and for the State of _____,
residing at _____ My commission expires _____