

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made effective as of the ____ day of _____, 2008 ("Effective Date"), by and between the City of Portland, a municipal corporation of the State of Oregon ("Lessor" or the "City") and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("Sprint"), as successor-in-interest to Sprint Spectrum L.P., and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Western PCS I Corporation ("T-Mobile") Sprint and T-Mobile each as (a "Co-Lessee"), together as ("Co-Lessees"), and the City and Co-Lessees referred to as the "Parties."

RECITALS

- A. Pursuant to a Lease Agreement (the "Lease") dated July 31, 1996 ("Lease Commencement Date"), between the City of Portland and the predecessors-in-interest to the now current Co-Lessees, Co-Lessees leased a portion of certain real property located at 1746 SW Ford Street, Portland, County of Multnomah, State of Oregon, and further described in Exhibit A to the Agreement (the "Site").
- B. The lease terminated on April 30, 2008, with the Co-Lessees remaining in possession of the Site in accordance with Section 39 of the Agreement (Holding Over).
- C. The Co-Lessees wish to remain on the Site in accordance with terms and conditions substantially the same as the Lease, except that the Co-Lessees wish to be held individually responsible for their respective rent and insurance obligations under the Lease.
- D. Sprint and T-Mobile acknowledge that the companies operate independently of one another on the Site and wish to have said independent operations reflected in the Amendment, to the extent that it is reasonable to do so.
- E. The City is willing to amend the Lease to authorize the Co-Lessees to remain on the Site, subject to certain provisions of the Lease being revised to conform to current leasing practices of the City, including the practice of charging rents which are comparable to rents paid by other telecommunication companies in the vicinity.

AGREEMENT

The Parties agree as follows:

1. **Option to Renew: Section 3, Option to Renew:** Section 3 of the Agreement is supplemented to read: "Co-Lessees are given four (4) five-year options to renew Lease ("Renewal Terms") with the second Renewal Term expiring on April 30, 2008. So long as Co-Lessee is not in default of the Lease at the end of the third renewal term on April 30, 2013 the final five-year Renewal Term shall take effect automatically, unless the Co-Lessees, or a Co-Lessee as to its fifty percent (50%) interest in the Lease, provides Lessor written notice of their intent to terminate at least sixty (60) days prior to the end of the 3rd Renewal Term. If Co-Lessee is in material default of any of the terms and conditions of this Lease as of April 30, 2013, and not taking reasonable measures to cure the material default, then this option is voidable at the sole, but reasonable, discretion of Lessor. Notwithstanding anything to the contrary herein in this Section 3, Lessor reserves the right to require reasonable revisions to the Lease to the extent deemed necessary to conform to current City leasing practices at the beginning of the final Renewal Term under the Lease, provided such changes do not (i) affect the term of this Agreement, or (ii) the amount of Rent paid by each carrier hereunder, and that any such changes are applied in a non-discriminatory manner amongst the carriers."

2. **Section 4, Monthly Rent.** Sprint and T-Mobile will each pay Two Thousand Six Hundred and No/100 Dollars (\$2,600.00) per month directly to the City. All other language in Section 4 remains unchanged and fully effective. The Co-Lessee will pay retroactive amounts due the City, if any, within Thirty (30) days of the Amendment becoming fully effective. Interest will accrue on unpaid balances from September 1, 2008 forward at the interest rate provided for in Section 9 of the Agreement.
3. **Section 6, Annual Rent Adjustment.** This Section of the Lease is supplemented to read as follows: "As of May 1 of each year remaining under the Lease the rent shall be an amount equal to one hundred three and one-half percent (103.5%) of the rent payable with respect to the immediately preceding year. For example, Sprint and T-Mobile will each pay \$2,691.00 to the City beginning on May 1, 2009 and \$2,785.00 to the City beginning on May 1, 2010."
4. **Section 25, Liability Insurance.** This Section is supplemented to require Sprint and T-Mobile to carry separate insurance policies for the Site, with said policies to comply with requirements of the Lease, as they may change over time. Furthermore, the third sentence of Section 25(A) is replaced in its entirety with the following: "The insurance shall provide coverage for not less than \$500,000 for personal injury to each person, \$2,000,000 for each occurrence, and \$2,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits required above may be satisfied with the combination of primary and excess liability insurance.
5. **Section 28, Assignment and Subletting.**
 - A. The last three sentences of Paragraph 28.A. are hereby deleted and replaced with the following: "If Co-Lessee proposes a subletting, assignment, transfer, occupation or use to which Lessor is required to consent under this section, Lessor shall have the option of dealing directly with the proposed subtenant, or assignee, or any third party. If an assignment, subletting, transfer, occupation or use is permitted by Lessor, fifty (50) percent of gross consideration received by Co-Lessee as a result of such transaction shall be paid to Lessor promptly following its receipt by Co-Lessee, whether received once, annually or monthly. In addition to other materials Lessor may request from Co-Lessee, Lessor will be provided a copy of the compensation section of said transactions. Co-Lessee shall pay reasonable costs incurred by Lessor in connection with a request for assignment, subletting, transfer, occupation or use including reasonable attorney fees."
 - B. Paragraph 28.B. of the Lease is hereby deleted in its entirety and replaced with the following provision: "Notwithstanding the foregoing, upon notice to Lessor, this Lease may be sold, assigned or transferred by Co-Lessee without any approval or consent of Lessor to Co-Lessee's principal, affiliates, subsidiaries of its principal; to any successor by operation of law; to any entity which acquires all or substantially all of Co-Lessee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Co-Lessee in the market defined by the Federal Communications Commission in which the Property is located, provided that such assignee or transferee assumes in writing all of Co-Lessee's obligations under the Lease. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder.
6. **Termination.**

- A. If Co-Lessee's continued use of the Premises would interfere with the Lessor's use or development of the Premises, Lessor may elect to terminate the Lease provided it gives Co-Lessee not less than twenty-four (24) months prior written notice. Lessor's decision to terminate the Lease shall not be made in a discriminatory manner to any one Co-Lessee and will be based upon a vote by City Council that it serves the best interest of the City to terminate the Lease, with Co-Lessee being provided an opportunity to be heard by City Council prior to a final decision being made, but after notice has been given.
 - B. In the event that the Lease is terminated or expires as to one of the Co-Lessee but not the other, the remaining Co-Lessee will be fully responsible for compliance with outstanding obligations under the Lease, except as to the other Co-Lessee's past and/or future rent obligations or any other obligations specific to the terminated Co-Lessee
7. **Full Force and Effect.** Except as expressly amended herein the Lease is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same meaning as in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.
8. **Notices:** Section 41 of the Agreement is amended by deleting the entire provision and substituting the following in its place:

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either three (3) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Lessor: City of Portland
Attn: Property Manager
Portland Parks and Recreation
1120 SW 5th Avenue, Suite 1302
Portland, OR 97204-19333

Sprint: Sprint Property Services
Site ID: PO03XC039
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With Copy to: Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020"

T-Mobile: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 99362

T-Mobile Site: PO01356B
Sprint Site: PO03XC039

Attn: PCS Lease Administrator
Attn: Legal Dept.

With Copies to: T-Mobile West Corporation
19807 North Creek Parkway N.
Bothell, WA 98011
Attn: Lease Administration
Attn: Legal Dept.

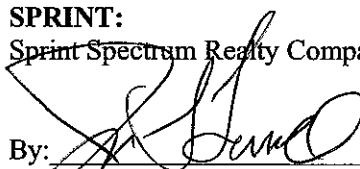
9. **Other Necessary Actions.** The Parties will take other reasonable actions to achieve the intent of this Amendment.
10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one original document.

The parties have caused this Amendment to be executed as of the Effective Date.


LESSOR:
City of Portland

By: _____
Name: Zari Santner
Director, Bureau of Parks and Recreation
Date: _____

SPRINT:
Sprint Spectrum Realty Company, L.P.

By:  _____
Name: Jon L. Geisel
Title: Supervisor, Contract Negotiations
Date: AUG 19, 2008

T-MOBILE:
T-Mobile West Corporation

By:  _____
Name: David Gallacher
Title: Vice President, Engineering
Date: 10-8-08

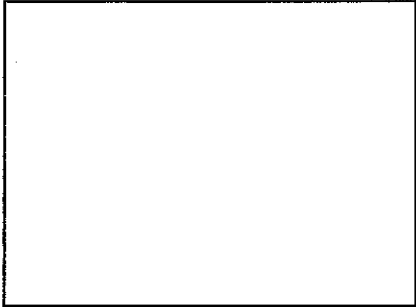
[Notary block for Lessor]

STATE OF OREGON)

T-Mobile Site: PO01356B
Sprint Site: PO03XC039

COUNTY OF MULTNOMAH) ss.
)

I certify that I know or have satisfactory evidence that Zari Santner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Bureau of Parks and Recreation of CITY OF PORTLAND, an municipal corporation of the State of Oregon, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Notary block for Co-Lessee]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-MOBILE WEST CORPORATION, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Notary block for Co-Lessee]

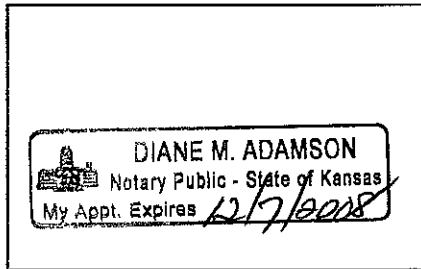
STATE OF _____)

T-Mobile Site: PO01356B
Sprint Site: PO03XC039

STATE OF KANSAS) ss.
COUNTY OF JOHNSON)

I certify that I know or have satisfactory evidence that Jon L. Geisel is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Supervisor, Contract Negotiations of SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: AUG 19, 2008



Diane M. Adamson
Notary Public
Print Name DIANE M. ADAMSON
My commission expires 12/7/2008

(Use this space for notary stamp/seal)