

AMENDMENT NO. 1 TO STANDARD TOWER LEASE AGREEMENT WITH SPRINT SPECTRUM AT 4531 ZARZAMORA ST.

This Amendment No. 1 to Standard Tower Lease Agreement with Sprint Spectrum At 4531 Zarzamora St. (this “**First Amendment**”), effective as of the date last signed below (“**Effective Date**”), amends a certain Standard Tower Lease Agreement with Sprint Spectrum At 4531 Zarzamora St. between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“**Tenant**”) and the City of San Antonio, a Texas municipal corporation (“**City**”), dated August 16, 2005 (the “**Lease Agreement**”).

BACKGROUND

WHEREAS, Tenant desires to modify its installation on the Premises by adding or swapping out antennas and other equipment as more particularly described in Exhibit A-1 annexed hereto, and Tenant and City desire to modify the provisions of the Lease Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. **Modification to the Equipment and Tower.** Exhibit A to the Lease Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Lease Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this First Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the equipment and the tower, all as more fully described and contemplated in Exhibit A-1.

2. **Frequency Use.** Provided that any frequencies used by Tenant will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the equipment and notwithstanding anything to the contrary contained herein, Tenant may operate the equipment at any frequencies for which it has all requisite permits, leases or licenses. This paragraph does not supersede Tenant’s obligations under Section VIII. INTERFERENCE (Subsections 8.01 and 8.02) of the Standard Tower Lease Agreement.

3. **Modification to Lease Rate Structure.** Section 5.01 of the Lease is hereby deleted in its entirety and replaced by the following:

"5.01 TENANT agrees to pay rent to the City at the Information Technology Services Department or elsewhere as designated in writing by City. The increase in annual rent includes a 3% escalation factor and is rounded to the nearest dollar in the rent schedule below. The rent for the term of years is to be divided as follows:

A.	<u>1st 5-year period</u> (2005-2010):	\$12,500 per year
B.	<u>2nd 5-year period</u> (2011 and 2012):	\$14,400 per year
	(January 16, ,2013 through August 15, 2013):	\$14,400 per year
	(August 16, 2013 through December 15, 2013):	\$38,439 per year
	(December 16, 2013 through August 15, 2014):	\$39,592 per year
	(August 16, 2014 through August 15, 2015):	\$40,780 per year
C.	<u>3rd 5-year period</u>	
	(August 16, 2015 through August 15, 2016):	\$42,003 per year
	(August 16, 2016 through August 15, 2017):	\$43,264 per year
	(August 16, 2017 through August 15, 2018):	\$44,562 per year
	(August 16, 2018 through August 15, 2019):	\$45,898 per year
	(August 16, 2019 through August 15, 2020):	\$47,275 per year

D.	<u>4th 5-year period</u>	
	(August 16, 2020 through August 15, 2021):	\$48,694 per year
	(August 16, 2021 through August 15, 2022):	\$50,154 per year
	(August 16, 2022 through August 15, 2023):	\$51,659 per year
	(August 16, 2023 through August 15, 2024):	\$53,209 per year
	(August 16, 2024 through August 15, 2025):	\$54,805 per year"

4. **One Time Fee.** As consideration for the modification and other rights as set forth in this First Amendment, Tenant agrees to pay Landlord a one time fee of \$4,000.00, such fee shall be payable directly to City within thirty (30) days of the parties' full execution of this First Amendment and delivery of fully executed original of this First Amendment to Tenant.

5. **Improvements and Repairs.** Subsection XV(15.01) of the Lease Agreement is hereby deleted and replaced with the following:

""Tenant may, at its expense, make improvements on and to the Premises as it deems necessary or desirable from time to time for the operation of the equipment by providing City with thirty (30) days prior written notice thereof and Tenant shall follow City's standard process for review of Tenant's constructions drawings and structural analysis by the appropriate City department(s) and agencies including the City's Information Technology Services Department, Planning Commission, and Historical Design and Review Commission. All construction work performed by Tenant or on Tenant's behalf within the Premises shall be performed in a good and workmanlike manner, in compliance with all City and governmental requirements. City agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Premises, the equipment and contemplated use thereof."

6. **Notice Address.** The notice addresses in Section XXII of the Lease Agreement for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

- To City: City of San Antonio
Attn: Tower Lease Agreement
515 South Frio Street
San Antonio, TX 78207-5009
- To Tenant: Sprint Property Services
Sprint Site ID: SA60XC296
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650
- With a mandatory copy to: Sprint Law Department
Sprint Site ID: SA60XC296
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

7. **General Terms and Conditions.**

a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Lease Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Lease Agreement are ratified and remain unchanged and in full force and effect.

c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this First Amendment as of the Effective Date.

City:

City of San Antonio,
a Texas municipal corporation

Tenant:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A-1

[see attached]