

Market: San Francisco
Site Number: BA00371A
Site Name: Nut Tree Airport-Vacaville

THIRD AMENDMENT
TO NON-EXCLUSIVE COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO NON-EXCLUSIVE COMMUNICATIONS SITE LEASE AGREEMENT ("Third Amendment") dated March 26, 2013 ("Effective Date"), is made by **THE COUNTY OF SOLANO**, a political subdivision of the State of California ("County"), and **T-MOBILE WEST LLC**, a Delaware limited liability company, as successor-in-interest to Pacific Bell Mobile Services, a California corporation (together with its successors and assigns, "Lessee"). The County and Lessee may sometimes be referred to collectively as the "Parties".

WHEREAS, County and Lessee (or their predecessors-in-interest) entered into a Non-Exclusive Communications Site Lease Agreement dated January 23, 1996, as amended by First Amendment to Communications Site Lease Agreement dated August 6th, 1996; and further amended by First Amendment to Communications Site Lease Agreement dated October 27, 1998, which is the second amendment in numerical order (collectively, the "Lease"), whereby County leased to Lessee certain Premises, described and otherwise used by Lessee, (the "Premises") that are a portion of the Property located at the Nut Tree Airport, 301 County Airport Road, Vacaville, California 95688, Assessor's Parcel Numbers: 0129-240-020 and 0129-240-090 (collectively, the "Property");

WHEREAS, County and Lessee acknowledge that the First Amendment to Communications Site Lease Agreement dated October 27, 1998 was misnamed and is now hereafter entitled and referred to as the Second Amendment to Non-Exclusive Communications Site Lease Agreement;

WHEREAS, the Parties desire to modify the Lease for: (i) modification of Term; (ii) modification of Exhibit B-2; (iii) modification of Rent; (iv) update of Notice Addresses; (v) clarification of frequency range; and (vi) modification of termination.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, County and Lessee agree to amend the Lease as follows:

1. Modification of Term. The term of the Lease ("Term") shall be extended for five (5) years commencing April 1, 2013 ("Commencement Date") and expiring on March 31, 2018 ("Expiration Date"). Lessee is hereby granted the right to extend the Term of this lease for up to two (2) additional terms ("Renewal Terms") of five (5) years each. The terms and conditions for the Term and the Renewal Terms shall be the same terms and conditions of the Lease, except as otherwise set forth in this Third Amendment. This Lease shall automatically be extended for the Renewal Terms unless Lessee notifies County in writing of Lessee's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then current term.

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2. Modification of Exhibit B. Exhibit B-1 and B-2 of the Lease shall be modified to include the Exhibit B-3 attached and incorporated into this Third Amendment by this reference ("Exhibit B-3"). From and after the Effective Date, all references in the Lease to Exhibit B-1 and Exhibit B-2 shall be modified to include this Exhibit B-3 as described and are collectively hereafter referred to as the "Exhibit B". In connection with the Exhibit B, Lessee shall have the right to do all work necessary to prepare, add, maintain, enhance, and alter the Premises for Lessee's communications operations.

3. Modification of Rent. Effective upon the Commencement Date, Rent shall be increased from the current Rent of One Thousand Three Hundred Nine and No/100 Dollars (\$1,309.00) to Two Thousand Two-Hundred and No/100 Dollars (\$2,200.00) per month. Rent shall be increased annually each April 1st thereafter by four (4) percent of the previous year's Rent, rounded to the nearest dollar.

Lessee acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Rent payments. County and Lessee agree that if payment of the Rent for any month is not received by County by 5:00 p.m. on the tenth (10th) day of the month, Lessee shall pay a late charge equal to ten percent (10%) of such overdue amount which shall be due and payable at the time the Rent is paid. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding month's Rent. Acceptance of such late charge by County shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted in the Lease or this Third Amendment.

4. Update Notice Addresses: As of the Effective Date, Section 16(c) of the Lease shall be replaced in its entirety with the following:

"All notices, requests, demands and other communications shall be in writing and are effective three (3) business days after deposit in the U.S. mail, certified and postage paid or upon receipt at the addresses set forth below, whichever occurs first. If personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below, all notices, requests, demands and other communications in writing are effective upon receipt. County or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

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If to Lessee, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. BA00371

If to County, to:
County of Solano
Department of General Services
675 Texas Street, Suite 2500
Fairfield, CA 94533
Attn: Real Estate Manager

5. Clarification of Frequency Range. Lessee is authorized to operate within its FCC licensed frequency range of 1710 to 2170 MHz.

6. Modification of Termination. The following sentence is hereby inserted at the end of Section 9(a) of the Lease:

“In the event Lessee elects to terminate this Lease pursuant to subsection (v) above during the Term or any Renewal Term, Lessee shall pay a one-time lease termination fee as liquidated damages (“Termination Fee”) equal to six (6) months of the then current Rent, which Termination Fee shall accompany Lessee’s election to terminate this Lease.”

7. Conflicts in the Contract Documents. The terms and provisions of this Third Amendment shall have the same meaning as like terms in the Lease. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained in this Third Amendment, the terms and conditions in this Third Amendment shall control. Except as set forth in this Third Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

8. Authority to Execute. The persons who have executed this Third Amendment represent and warrant that they are duly authorized to execute this Third Amendment in their individual or representative capacity as indicated.

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9. If requested by Lessee, the County shall execute an amendment to the Memorandum of Lease, in recordable form, describing the Renewal Terms of this Third Amendment.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their properly authorized representatives as of the date and year first above written.

LESSEE:

T-MOBILE WEST LLC,
a Delaware limited liability company

By: 

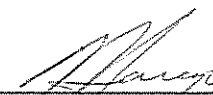
Print Name: Daniel Paul
Area Director, Network Eng-OPS

Title: _____

Date: 2/27/2013

COUNTY:

COUNTY OF SOLANO,
a political subdivision of the State of California

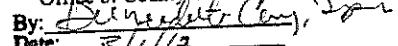
By: 

Print Name: Michael J. Lango

Title: Director of General Services

Date: 3/26/13

APPROVED AS TO FORM
Office of County Counsel

By: 
Date: 3/1/13

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EXHIBIT B-3

UTILITIES

200 Amp electrical
Copper telco connection as required
Fiber telco connection as required

BTS EQUIPEMNT

Up to (2) RBS cabinets each approximately 64"x52"x30" typical, may vary
Each cabinet weighs approximately 1,875 lbs., typical, may vary
Equipment will remain within existing Premises

ANTENNA

Up to (6) Antennas on existing pole
Associated coaxial and cables
Azimuths: 0°; 120°; 190° from true north, typical, may vary
80' AGL