

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE NO. 29392

(SPRINT SITE NUMBER LA70XC701-A-LONG BEACH SENIOR CENTER)

**29392**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE NO. 29392 ("Lease") is made and entered into as of February 1, 2010, for reference purposes only, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of September 20, 2005, and SPRINT PCS ASSETS, LLC, a Delaware limited liability company ("Lessee").

1. **RECITALS:** This First Amendment is made with reference to the following facts and objectives:

1.1 The parties executed Lease No. 29392, wherein City agreed to Lease to Lessee, property owned by City for the purpose of Lessee's operation of a communications facility and related equipment and structures.

1.2 Now the parties desire to extend the lease for an additional term of five (5) years.

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Lease Agreement, the parties agree as follows:

1. Section 3 of Lease No. 29392 is hereby deleted and amended in its entirety as follows:

3. **TERM:** This Lease shall commence on October 1, 2005 "Commencement Date" and shall terminate on September 30, 2015. Lessee may extend the term of this Lease for two (2) additional periods of five (5) years each (individually a "Renewal Term") by giving written notice to City not less than ninety (90) days prior to the expiration of the Initial Term or a Renewal Term. Notwithstanding the foregoing, either party may terminate this Lease at any time during a Renewal Term on one hundred eighty (180) days written notice to the other party. In the event Lessee terminates this Lease other than as a result of a default by City, then the entire unpaid rent for the

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 balance of the Initial Term or a Renewal Term, as the case may be, shall be immediately  
2 due and payable to City."

3 2. Except as expressly amended herein, all of the terms and conditions  
4 of the Lease are ratified and confirmed and shall remain in full force and effect.

5 IN WITNESS WHEREOF, the parties have executed this First Amendment  
6 with all of the formalities required by law.

SPRINT PCS ASSETS, LLC,  
a Delaware limited liability company

8  
9 September 7, 2010

By Deborah S. Howard

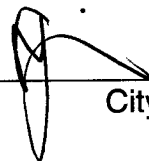
Deborah S Howard  
Authorized Representative

14 CITY OF LONG BEACH,  
a municipal corporation

Assistant City Manager

16 11.1, 2010

By



City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

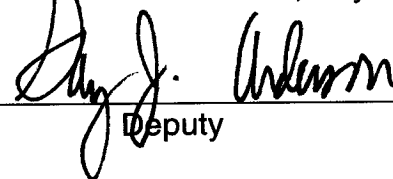
"City"

20 The foregoing First Amendment to Communications Site Lease No. 29392  
21 is hereby approved as to form.

ROBERT E. SHANNON, City Attorney

24 Oct. 21, 2010

By:

  
Deputy