

EXHIBIT "A"

FIRST AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT

This First Amendment to Antenna Collocation Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Fruita, Colorado, a Home Rule Municipality ("**Lessor**"), and T-Mobile West LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Antenna Collocation Lease Agreement dated July 19, 2000, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 1725 Broadway, Fruita, CO 81521 (the "**Property**"). These defined terms are the same as those set forth in the Agreement.

For good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the current term or the then current Renewal Term.
2. Upon the expiration of the final Renewal Term, Lessee shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, and "**Extended Period**"). Lessor may elect not to renew by providing notice to Lessee at least six (6) months prior to the expiration of the then current Extended Period. Lessee may terminate any Extended Period at any time by delivery of notice to Lessor.
3. At the commencement of the first Renewal Term, provided for in this First Amendment, Lessee shall pay Lessor Two Thousand Six Hundred Sixty and 03/100 Dollars (\$2,660.03) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. The Rent will escalate by 15% on the first day of each Renewal Term. The Rent for each Extended Period shall be increased by 3% of the Rent for the immediately preceding year. Lessee shall pay Lessor any outstanding Rent due as of the Effective Date within sixty (60) days of the Effective Date. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.
4. Lessor consents to allow Lessee to complete upgrades and additions of the Antenna Facilities on the Premises for no additional consideration, in compliance with required permits and approvals issued by Lessor or any other governmental agency.

5. In addition to the Termination provisions in Section 11 of the Agreement, and notwithstanding anything to the contrary therein, Lessor may terminate the Agreement at any time, if authorized by City Council, by giving Lessee 24 months notice thereof. Prepaid Rent by Lessee shall be prorated accordingly and refunded if necessary. Lessee will then have 90 days to remove all of its personal property from the Premises and return the same to the condition it was in at the time the Agreement commenced.
6. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the First Amendment, Lessor shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.
7. Nothing herein shall constitute a waiver by Lessor of any provisions of the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101 *et seq.* as exists or may be amended.
8. Colorado Open Records Act. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S. "). Lessee acknowledges and agrees that Lessor is a "political subdivision" as defined in CORA and that Lessee is subject to the public review and inspection requirements and obligations of CORA. To the extent that Lessee, in accordance with its obligations under CORA as deemed applicable or binding by Lessee in its sole discretion, opens for public or other inspection any of the Agreement, the program and service documents or other documents and agreements incorporated herein, arising hereunder, or related hereto, or the information and documents (and any of them) exchanged between the Parties or received by Lessor hereunder or pursuant hereto, and all the foregoing, such opening for inspection pursuant to CORA shall not be a violation of this Agreement, any program or service documents or other documents or agreements incorporated herein, arising hereunder, or related hereto, or of any designation by Lessee of the Agreement or this Amendment or any of the foregoing as confidential, proprietary, or the like
9. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party, including electronic mail addresses to be used for communication.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street

Bellevue, WA 98006
Attn: Lease Compliance/
DE05AL028/DN06000A

If to Lessor:

Fruita, CO 81521
Attn: City Manager

City of Fruita
325 East Aspen, Ste 155

10. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
11. Lessor will execute a Memorandum of Agreement at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.
12. Any charges payable under the Agreement other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Lessor.
13. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
14. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
15. 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. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
16. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Lessor:

**City of Fruita, Colorado, a home rule
municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

**T-Mobile West LLC, a Delaware limited
liability company**

By: _____

Print Name: _____

Title: _____

Date: _____