

## FIRST AMENDMENT TO LICENSE AND USE AGREEMENT

This First Amendment to License and Use Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between County of Ventura ("**Licensor**") and T-Mobile West LLC, a Delaware limited liability company and successor-in-interest to TMO CA/NV, LLC ("**Licensee**"), (each a "**Party**", or collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License and Use Agreement dated July 25, 2000 (the "**Agreement**") regarding the premises ("**Premises**") located at 2889 West 5<sup>th</sup> Street, #2949, Oxnard, CA 93030 (the "**Property**").

For good and valuable consideration, Licensor and Licensee agree as follows:

1. The Agreement is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, however, that Licensee may elect not to renew by providing Licensor sixty (60) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Two Thousand Seven Hundred Sixteen and 19/100 Dollars (\$2,716.19) per month ("**Rent**") in advance, by the fifth (5<sup>th</sup>) day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to two percent (2%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior Rent or Rent adjustments.
4. The last sentence of Section 28 of the Agreement is deleted in its entirety and replaced with the following sentence:  
  
"Notwithstanding the foregoing, Licensee may assign this Agreement to any corporate affiliate or purchaser of all or substantially all of Licensee's stock or assets without having first obtained the prior written consent of Director, but only if Licensee provides notice to Licensor of the assignment within 60 days of the assignment."
5. Any charges payable under the Agreement other than Rent shall be billed by Licensor to Licensee 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 Licensor.
6. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party

If to Licensee:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/SV00504A

If to Licensor:

County of Ventura  
Department of Airports  
555 Airport Way, Suite B  
Camarillo, CA 93010

- 7. Licensee reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Agreement.
- 8. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
- 9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
- 10. 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 Amendment. Licensor represents and warrants to Licensee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
- 11. This 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 Amendment as of the Effective Date.

**LICENSOR:**

**County of Ventura**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
T-Mobile Contract Attorney as to form