

Prepared by:

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FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT ("First Amendment") is made effective this ____ day of _____, 2014, by and between the **CITY OF BETHLEHEM**, a Pennsylvania political subdivision, with a mailing address of 10 E. Church Street, Bethlehem, Pennsylvania 18018 ("Lessor") and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by **CCTMO LLC**, a Delaware limited liability company, Its Attorney in Fact ("Lessee") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Lessor and Omnipoint Communications Inc. ("Omnipoint") entered into a Tower Lease Agreement dated August 29, 2007, (the "Agreement"), for property located in the City of Bethlehem, County of Lehigh, Commonwealth of Pennsylvania (the "Demised Premises") being part of a larger parcel of property owned by Lessor; and,

WHEREAS, Lessee is the successor in interest to Omnipoint; and,

WHEREAS, the Agreement has an initial term of five (5) years, which commenced on October 1, 2007, and four (4) additional terms of five (5) years each, which terminate on September 30, 2032; and,

WHEREAS, Lessor and Lessee now desire to amend the terms of the Agreement to provide for additional terms, as well as other considerations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Amend Paragraph 5. Paragraph 5 of the Agreement is amended by deleting the words “four (4) renewal terms of five (5) years each” from the sixth (6th) line of the paragraph and replacing them with the words “six (6) renewal terms of five (5) years each”.

3. Additional Paragraph 34. The following paragraph is added to the Agreement as Paragraph 34:

“If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Demised Premises, or Lessor’s interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee’s possessory or economic interest in the Demised Premises. If Lessor’s notice covers portions of Lessor’s parent parcel beyond the Demised Premises, Lessee may elect to acquire an interest in only the Demised Premises, and the consideration shall be prorated on an acreage basis. Lessor’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor’s parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60)

days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor."

4. Additional Paragraph 35. The following paragraph is added to the Agreement as Paragraph 35:

"Option For Additional Land. In consideration of the payment of the sum of Five Hundred and No/100 Dollars (\$500.00) to Lessor by Lessee upon exercise of the Option (as defined below), during the term of the Agreement, Lessee shall have the irrevocable option ("Option") to lease up to a maximum of 600 square feet of additional real property adjacent to the Demised Premises at a location to be determined at Lessee's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Lease. Lessee may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Lease Amendment. If Lessee elects to exercise the Option, Lessee shall pay as rent for the Additional Lease Area the sum of \$500.00 per month for the remainder of then current lease term. Upon renewal, the rent for the Additional Lease Area shall be combined with the Monthly Rent for the Demised Premises and the combined rental amount shall be increased in accordance with the terms of Paragraph 6(b) of the Agreement. Lessee may exercise the Option by providing written notice to Lessor at any time. Within 30 days after Lessee's exercise of the Option, Lessor agrees to execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area. In addition, within 30 days after Lessee's exercise of the Option, Lessor shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances."

5. Additional Consideration. As additional consideration for entering into the First Amendment, Lessee shall pay to Lessor the one-time sum of Six Thousand and No/100 Dollars (\$6,000.00) (the "Conditional Lease Amendment Signing Bonus") payable within sixty (60) days of full execution of the First Amendment and all related documents, In the event that the First Amendment and all related documents are not fully executed by Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor, and all other terms of the original Agreement, as previously amended shall remain in effect.

6. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(b) Except as expressly identified in this First Amendment, Lessor owns the Demised Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Demised Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Demised Premises.

(d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Demised Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Demised Premises.

(e) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Demised Premises under the Lease as amended hereby.

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Demised Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment.

9. Authority. Lessor and Lessee represent and warrant that Lessor and Lessee are duly authorized and have the full power, right and authority to enter into this First Amendment and to perform all of the obligations under the Agreement, as amended.

[signature pages follow]

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this _____ day of _____, 2014, before me personally appeared _____, to me known to be the _____ for **CCTMO LLC**, a Delaware limited liability company, Attorney in Fact for **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, that executed the foregoing First Amendment to Tower Lease Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said persons on behalf of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public

My commission expires _____