

Prepared by:

Robert J. Wratcher
Sittig, Cortese & Wratcher LLC
1500 Frick Building
437 Grant Street
Pittsburgh, PA 15219

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 April 29, 2009, (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 July 1, 2009, and four (4) additional terms of five (5) years each, which terminate on June 30, 2034; 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 1. Paragraph 1 of the Agreement is amended by deleting the words “one thousand two hundred and twenty-five (1225)” from the thirteenth (13th) line of the paragraph and replacing them with the words “one thousand seven hundred and sixty (1,760)”.

Paragraph 1 of the Agreement is further amended by deleting Exhibit B and replacing it with Exhibit B-1, attached hereto.

3. 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”.

4. 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 pro-rated 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."

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]

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:

CITY OF BETHLEHEM
a Pennsylvania political subdivision

By: _____
Robert J. Donchez, Mayor

Attest: _____
City Controller

Date: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this _____ day of _____, 2014, before me personally appeared ROBERT J. DONCHEZ, the Mayor for the *CITY OF BETHLEHEM*, a Pennsylvania political subdivision, 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 person(s) on behalf of said entity 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.

Notary Public

My commission expires _____

(SEAL)

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

)

COUNTY OF HARRIS

) SS:

)

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.

Notary Public

My commission expires _____

(SEAL)

EXHIBIT B-1

UPDATED DESCRIPTION OF DEMISED PREMISES

AS-BUILT SURVEY
 2246 Finshurst Road
 Bethlehem, PA 18018

CROWN CASTLE
 1220 Augusta Drive, Suite 500
 Houston, Texas 77057
 BLIN#00: 823128
 SITE NAME: Bethlehem Park

milliman
 National Land Services

Milliman Surveying, Inc.
 Corporate Headquarters
 1742 Georgetown Road, Suite H
 Hudson, OH 44236
 Phone: 800-520-1010
 www.millimansurvey.com

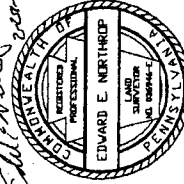
SURVEYOR'S CERTIFICATE

I hereby certify to Crown Castle USA and Stewart Title Guaranty Company that the above is a representation of an actual survey made on the ground under my supervision and that all equipment and/or improvements are located within the fenced and/or leased area.

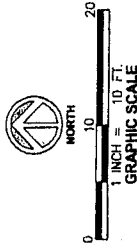
By: Edward E. Northrop, PLS
 Pennsylvania Professional Land Surveyor No. 038946
 For and on behalf of Milliman Surveying
 Date of Survey: 2-16-14

Note: This survey does not represent a boundary survey of the parent parcel.

Ed Northrop 2/20/14

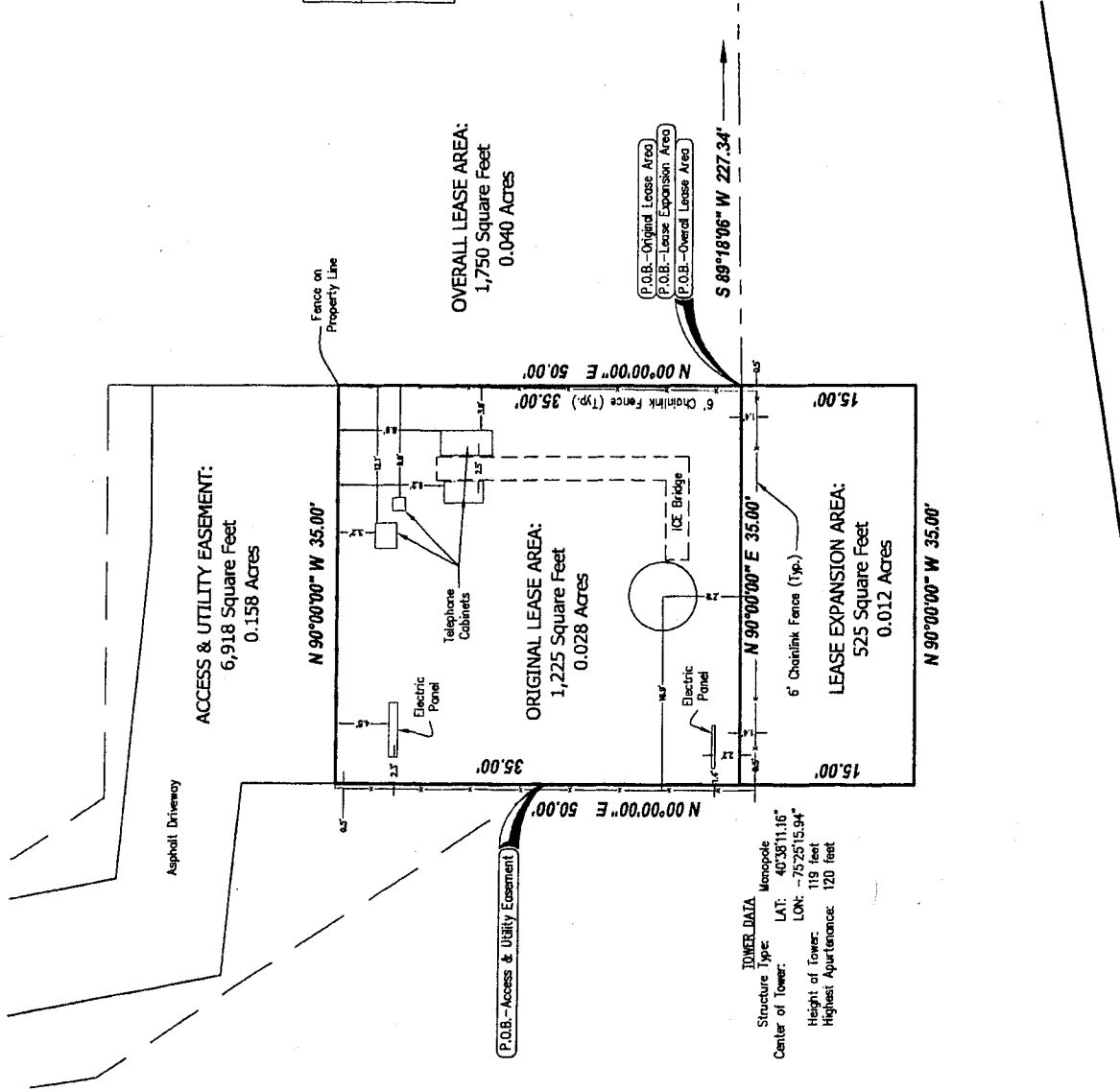


Drawn By: DLV	Project Manager: SP
Date: 02/22/14	Scale: 1"=10'
Checked: EEN	Sheet: 2 of 3
MSJ Project No. 32182	



SYMBOL LEGEND

- R/W — Right-of-Way
- P.O.B. — Place/Point of Beginning
- P.O.C. — Place/Point of Commencement
- X — Fence (As Noted)



ORIGINAL LEASE AREA (As Created by this Office)

Situated in the City of Bethlehem, County of Lehigh and Commonwealth of Pennsylvania, known as being part of the Thirteenth Ward, City of Bethlehem, Township of Lehigh, County of Northampton, Commonwealth of Pennsylvania and being a 1,225 square foot Lease Area over and upon a parcel of land now or formerly conveyed to the City of Bethlehem as recorded in and being more particularly described as follows: Commencing at a point on the easterly line of said City of Bethlehem lands, said point being South 08°25'11" East a distance of 347.75 feet from the southerly right-of-way of Abington Road; Thence South 89°18'06" West a distance of 227.34 feet to the Point of Beginning; Thence South 90°00'00" West a distance of 35.00 feet to a point; Thence North 00°00'00" West a distance of 35.00 feet to a point; Thence North 00°00'00" East a distance of 35.00 feet to the Point of Beginning and containing 0.028 acres (1,225 square feet) of land, more or less.

LEASE EXPANSION AREA (As Created by this Office)

Situated in the City of Bethlehem, County of Lehigh and Commonwealth of Pennsylvania, known as being part of the Thirteenth Ward, City of Bethlehem, Township of Lehigh, County of Northampton, Commonwealth of Pennsylvania and being a 525 square foot Lease Expansion Area over and upon a parcel of land now or formerly conveyed to the City of Bethlehem as recorded in and being more particularly described as follows: Commencing at a point on the easterly line of said City of Bethlehem lands, said point being South 08°25'11" East a distance of 347.75 feet from the southerly right-of-way of Abington Road; Thence South 89°18'06" West a distance of 227.34 feet to the Point of Beginning; Thence South 00°00'00" East a distance of 15.00 feet to a point; Thence North 00°00'00" West a distance of 35.00 feet to a point; Thence North 00°00'00" East a distance of 35.00 feet to the Point of Beginning and containing 0.012 acres (525 square feet) of land, more or less.

OVERALL LEASE AREA (As Created by this Office)

Situated in the City of Bethlehem, County of Lehigh and Commonwealth of Pennsylvania, known as being part of the Thirteenth Ward, City of Bethlehem, Township of Lehigh, County of Northampton, Commonwealth of Pennsylvania and being a 1,750 square foot Overall Lease Area over and upon a parcel of land now or formerly conveyed to the City of Bethlehem as recorded in and being more particularly described as follows: Commencing at a point on the easterly line of said City of Bethlehem lands, said point being South 08°25'11" East a distance of 347.75 feet from the southerly right-of-way of Abington Road; Thence South 89°18'06" West a distance of 227.34 feet to the Point of Beginning; Thence South 00°00'00" East a distance of 15.00 feet to a point; Thence North 00°00'00" West a distance of 35.00 feet to a point; Thence North 00°00'00" East a distance of 35.00 feet to a point; Thence North 00°00'00" East a distance of 35.00 feet to the Point of Beginning and containing 0.040 acres (1,750 square feet) of land, more or less.

ACCESS & UTILITY EASEMENT (As Created by this Office)

Situated in the City of Bethlehem, County of Lehigh and Commonwealth of Pennsylvania, known as being part of the Thirteenth Ward, City of Bethlehem, Township of Lehigh, County of Northampton, Commonwealth of Pennsylvania and being a 6,918 square foot Access & Utility Easement over and upon a parcel of land now or formerly conveyed to the City of Bethlehem as recorded in and being more particularly described as follows: Commencing at a point on the easterly line of said City of Bethlehem lands, said point being South 08°25'11" East a distance of 347.75 feet from the southerly right-of-way of Abington Road; Thence South 89°18'06" West a distance of 227.34 feet to a point; Thence South 90°00'00" West a distance of 35.00 feet to a point; Thence North 00°00'00" West a distance of 17.02 feet to the Point of Beginning; Thence North 33°47'00" West a distance of 46.15 feet to a point; Thence North 08°59'00" West a distance of 186.54 feet to a point; Thence North 38°46'00" West a distance of 96.25 feet to a point; Thence, along the arc of a circle to the left, said circle having an arc length of 21.64 feet, a radius of 646.50 feet, a delta angle of 153°05' and a chord bearing North 73°40'59" East, a chord distance of 21.64 feet; Thence South 38°46'00" East a distance of 93.30 feet to a point; Thence South 08°59'00" East a distance of 187.46 feet to a point; Thence South 33°47'00" East a distance of 9.43 feet to a point; Thence South 90°00'00" East a distance of 36.35 feet to a point; Thence South 00°00'00" East a distance of 20.00 feet to a point; Thence North 90°00'00" West a distance of 35.00 feet to a point; Thence South 00°00'00" East a distance of 17.98 feet to the Point of Beginning and containing 0.158 acres (6,918 square feet) of land, more or less.

SURVEYOR'S NOTES:

1. The basis for all bearings shown hereon is the Commonwealth of Pennsylvania Grid South NAD 83.
2. There are no proposed tanks or generators within the tower compound.
3. All equipment and/or improvements are located within the fenced and/or leased area.
4. No zoning information available online at the time of the survey.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property does not lie within a Special Flood Hazard Area according to the Flood Insurance Rate Map for the County of Northampton, Community Plan No. 4286602430 (Panel not printed).

ENCROACHMENTS:

At the time of survey there were no visible encroachments onto or beyond the subject property.

AREA TABLE	Sq. Footage	Acres
Original Lease Area	1,225	0.028
Lease Expansion Area	525	0.012
Overall Lease Area	1,750	0.040
Access & Utility Easement	6,918	0.158
Parent Parcel	436,012	10.000

AS-BUILT SURVEY
2246 Pinehurst Road
Bethlehem, PA 18018

CROWN CASTLE
1220 Augusta Drive, Suite 500
Houston Texas 77057
BUN NO: 823128
SITE NAME: Bethlehem Park



Milliman Surveying, Inc.
Corporate Headquarters
1742 Georgetown Road, Suite H
Hudson, OH 44236
Phone: 800-525-1010
www.millimanland.com

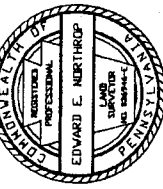
SURVEYOR'S CERTIFICATE

I hereby certify to Crown Castle USA and Stewart Title Guaranty Company that the above is a representation of an actual survey made on the ground under my supervision and that all equipment and/or improvements are located within the fenced and/or leased area.

By: Edward E. Northrop, PLS
Pennsylvania Professional Land Surveyor No. 038946
For and on behalf of Milliman Surveying
Date of Survey: 2-16-14

Notes: This survey does not represent a boundary survey of the parent parcel.

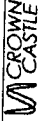
SWENSON 22214



Drawn By: DLV
Date: 02/22/14
Checked: EEN
Project Manager: SP
Scale: NA
Sheet: 3 of 3
MSI Project No. 32182

AS-BUILT SURVEY

2246 Pleasant Road
Bethlehem, PA 18018



1220 Augusta Drive, Suite 500
Houston, Texas 77057
BLN# CC-822128
SITE NAME: Bethlehem Park

milliman
National Land Services

Milliman Surveying, Inc.
Corporate Headquarters
1742 Georgetown Road, Suite H
Hudson, OH 44236
Phone: 800-520-1010
www.millimansurvey.com

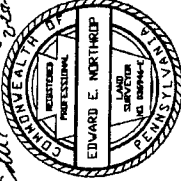
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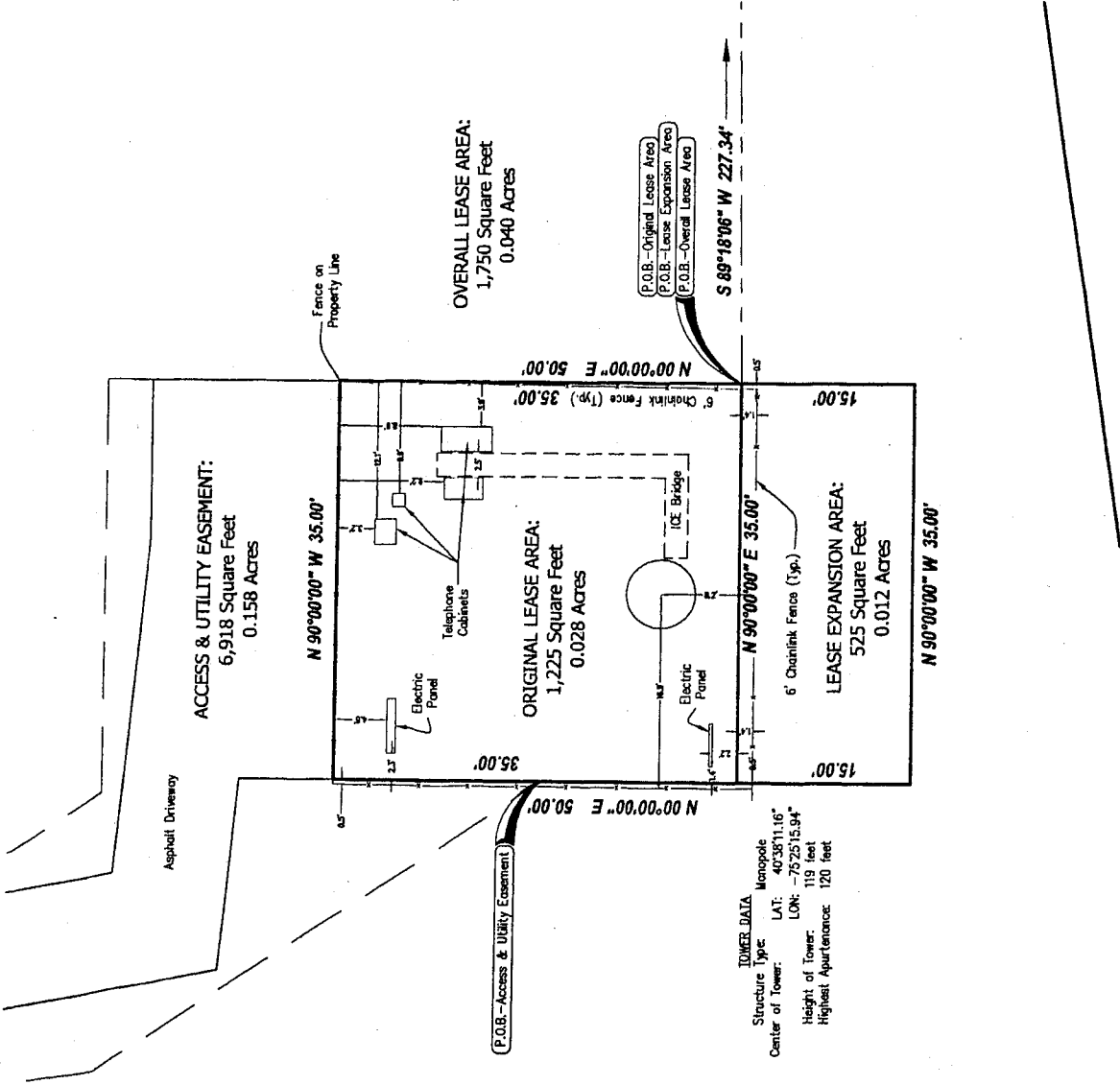
Drawn By: DLY	Project Manager: SP
Date: 02/22/14	Scale: 1"= 10'
Checked: EEN	Sheet: 2 of 3
MSI Project No. 32182	



0 10 20
1 INCH = 10 FT
GRAPHIC SCALE

SYMBOL LEGEND

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AS-BUILT SURVEY

2346 Pinehurst Road
Bethlehem, PA 18018

CROWN CASTLE
1229 Augusta Drive, Suite 500
Houston, Texas 77057
BUN NO: 823138
SITE NAME: Bethlehem Park



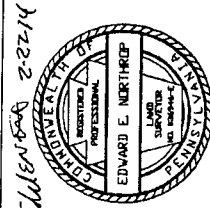
Milliman Surveying, Inc.
Corporate Headquarters
1742 Georgetown Road, Suite H
Hudson, OH 44236
Phone: 800-526-1010
www.millimanland.com

SURVEYOR'S CERTIFICATE

I hereby certify to Crown Castle USA and Stewart Title Guaranty Company that the above is a representation of an actual survey made on the ground under my supervision and that all equipment and/or improvements are located within the fenced and/or leased area.

By: Edward E. Northrop, PLS
Pennsylvania Professional Land Surveyor No. 036946
For and on behalf of Milliman Surveying
Date of Survey 2-16-14

Note: This survey does not represent a boundary survey of the parent parcel.



Drawn By: DLV
Date: 02/22/14
Checked: EEN
Project Manager: SP
Scale: NA
Sheet: 3 of 3
MSI Project No. 32182

SURVEYOR'S NOTES:

- The basis for all bearings shown hereon is the Commonwealth of Pennsylvania Grid South NAD 83.
- There are no propane tanks or generators within the lower compound.
- All equipment and/or improvements are located within the fenced and/or leased area.
- No Zoning information available online at the time of the survey.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property does not lie within a Special Flood Hazard Area according to the Flood Insurance Rate Map for the County of Northampton, Community Panel No. 420650243D (Panel not printed).

ENCROACHMENTS:

At the time of survey there were no visible encroachments onto or beyond the subject property.

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