

STANDARD SUBLEASE AGREEMENT

This Standard Sublease Agreement ("Agreement") is entered into this 1st day of Oct. 1996, between OMNIPOINT COMMUNICATIONS INC., a Delaware corporation, having a principal place of business at 360 Newark-Pompton Turnpike, Wayne, NJ 07470-6641 ("Sublessee") and REGO PARK NURSING HOME, LTD, a New York corporation, having a principal place of business at 111-26 Corona Avenue, Flushing, NY 11368 ("Sublessor").

Whereas, Sublessor is the net lessee of property having a street address of 111-26 Corona Avenue, located in the Borough of Queens, County of Queens, State of New York, and hereafter referred to as the "Property". The Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sublease

Sublessor agrees to lease to Sublessee approximately seventy-five (75) square feet of space on the rooftop to house a radio equipment cabinet and space on the roof of the building for associated antenna and more fully described on Exhibit B and hereafter referred to as the "Premises".

2. Use of Premises

(a) Sublessee agrees to use the Premises for the installation, operation and maintenance of Personal Communications Service related equipment ("PCS") and associated antenna ("Installation"). All of Sublessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Sublessee's option may be removed by Sublessee at any time during the term hereof or any renewal terms. Upon expiration or termination of this Agreement, Sublessee agrees to remove any and all equipment and repair any damage to the Premises caused by Sublessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Sublessee shall at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the installation of a separate meter and main breaker, where required. Sublessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Sublessee and Sublessor agree that if an easement is required to obtain electrical power, an acceptable location will be agreed to by Sublessor and the servicing utility company.

(b) Sublessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining any local, state, federal licenses, permits and any other approvals which may be required to allow Sublessee use of the Premises. Sublessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Sublessee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Sublessee unable to utilize the Premises, Sublessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(c) Sublessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS equipment, which improvements shall be at Sublessee's sole cost and expense. Further, Sublessee agrees to perform all improvements in a good and workmanlike manner.

(d) Sublessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Sublessee, Sublessee's employees or any subcontractors or agents. Sublessor acknowledges that the Sublessee has such access which shall remain unimpeded throughout the initial term and any renewal term of this Agreement.

3. Site Testing

Sublessor acknowledges that Sublessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Sublessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results may entitle Sublessee to terminate this Agreement under Paragraph 11(v).

4. Interference

(a) Sublessee agrees not to cause interference to the radio frequency communication operations of Sublessor, Sublessor's tenants including NYNEX and Cellular One, or anyone holding an agreement with Sublessor to operate on the Property if such equipment is installed prior to the execution of this Agreement.

(b) After the execution of this Agreement, Sublessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Sublessee which frequencies transmit between 1930-1945 Mhz and receive in the range of 1850-1865 Mhz. Sublessee represents that the aforementioned frequencies are those assigned to Sublessee by the FCC. Such interference shall be deemed a material breach of this Agreement by Sublessor. Should such interference occur, Sublessor shall promptly take all necessary action, at no cost to Sublessee, to eliminate the cause of said interference, including, if necessary removing or causing tenant to remove equipment creating said interference.

(c) Sublessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

(d) Sublessor agrees not to cause interference to NYNEX or Cellular One whose facilities are located on the property.

5. Term

The initial term of this Agreement shall be for a period of ten (10) years ("Term") commencing upon the date Sublessee is in receipt of a building permit to begin construction of the Premises or November 1, 1996, whichever is sooner ("Commencement Date") and shall terminate on the tenth anniversary of the Commencement Date, unless otherwise provided in Paragraph 11. Sublessee shall have the right to renew the Agreement for three (3) five (5) year periods ("Renewal Terms"), upon the same terms and conditions in effect during the Term. Rent for the Renewal Terms shall be negotiated one (1) year prior to the expiration of the Term. If Sublessee and Sublessor cannot mutually agree to the terms of the Renewal Term, then Sublessee shall have the right to terminate without further obligation at the end of the initial Term. Sublessee shall exercise its renewal rights by providing written notice to Sublessor of its intention to renew at least sixty (60) days prior to the expiration of the Term. Sublessee

6. Rent

(a) Sublessee agrees to pay to Sublessor as rent the sum of ONE THOUSAND and 00/100 Dollars (\$1,000.00) per month ("Rent") within ten business days following the Commencement Date. Should the Commencement Date occur on a day other than the first day of the month during the Term or Renewal Terms, Rent shall be prorated. Rent payments shall be payable to Sublessor at 111-26 Corona Avenue, Flushing, New York 11368.

(b) On each anniversary of the Commencement Date, Rent shall increase by five percent (5%) of the base Rent for the previous twelve (12) months.

(c) Within ten (10) business days following the commencement of this Agreement, Sublessee shall deposit with Sublessor the sum of ONE THOUSAND and 00/100 Dollars (\$1,000.00) as a security deposit ("Security Deposit"). Sublessor shall return said Security Deposit to Sublessee within thirty (30) days of the expiration or termination of the Agreement.

7. Taxes

Sublessee agrees to pay any portion of personal property taxes which may be assessed upon the Premises as a direct cause of Sublessee's Installation. Sublessor shall provide evidence of such assessment within a timely manner. Sublessor shall maintain obligation of all real property taxes.

8. Insurance

Sublessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, Two Million and 00/100 Dollars (\$2,000,000.00) of single limit liability insurance as well as any worker's compensation insurance if required by applicable state law. Said insurance shall cover Sublessee, its employees or agents, against any liability which may arise as a direct result of the actions by Sublessee, its employees or agents upon the Premises in connection with Sublessee's Installation as described herein. Sublessee shall name Sublessor as an additional insured on Sublessee's insurance policy and provide Sublessor with an Insurance Certificate within thirty (30) days of the Commencement Date. Each year thereafter, Sublessee agrees to provide Sublessor with proper Insurance Certificate renewal.

9. Waiver of Subrogation

Sublessee and Sublessor agree to hold the other party harmless from any claims for damage to any person, or to the Premises or to Sublessee's Installation which are covered and provided for in any insurance policies carried by any of the parties and in full force at the time of such claim. Sublessee and Sublessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies. As set forth in Paragraph 8, neither Sublessee nor Sublessor shall be liable to the other for any damage which may occur that is covered under each parties' insurance policy.

10. Right to Sublease and Warranty of Title

Sublessor warrants that: (i) Sublessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Sublessor has not entered into any agreement with any third party which would preclude or limit Sublessor's performance of its obligations under this Agreement; (iii) Sublessor has the right to grant access and use of the Premises; (iv) Sublessor shall provide to Sublessee quiet and peaceful enjoyment of the Premises.

11. Termination

Sublessee may terminate this Agreement without further liability on prior written notice to Sublessor which shall become effective sixty (60) days after the date notice is mailed as follows: (i) changes in local or state laws or regulations which adversely affect Sublessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Sublessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Sublessee's operation; (v) if Sublessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Sublessee's Installation, including where the inability is caused by engineering surveys or structural reports; and (vi) for economic reasons. In the event Lessee terminates this Agreement pursuant to subparagraph (vi) above, Lessee shall pay to Lessor as liquidated damages a sum equal to two (2) months of the then current Rent.

12. Assignment

Sublessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, and is a parent, subsidiary or affiliate of Sublessee, controls or is controlled by or under common control with Sublessee, is merged or consolidated with Sublessee or purchases more than fifty percent (50%) interest in the ownership or assets of Sublessee to which the applicable agreement relates. In all other instances, Sublessee shall obtain Sublessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13. Default and Right to Cure

Sublessor shall have the right to terminate this Agreement by written notice to take effect immediately if Sublessee fails to make its rental payment when due and does not cure such failure within ten (10) days of Sublessor's notice thereof. In addition either party shall have the right to terminate this Agreement on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt of notice in accordance with Paragraph 15; or (ii) commits a material breach of this Agreement and fails within forty-five (45) days of the first party's notice thereof to commence curing the breach and continuously and diligently pursues such cure to its completion.

14. Collateral Assignment

Sublessor hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Sublessee ("Lender"), whether now or hereafter existing, in and to all of Sublessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Sublessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to attorn to Lender as if Lender were Sublessee under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder. Sublessor hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Sublessee ("Collateral") in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

15. Notices

Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Sublessee and Sublessor as set forth below:

Sublessor:

Rego Park Nursing Home, LTD
111-26 Corona Avenue
Flushing, NY 11368

With a copy to:

Morris Tuchman, Esq.
134 Lexington Avenue
New York, NY 10016

Sublessee:

Omnipoint Communications Inc.
360 Newark-Pompton Turnpike
Wayne, NJ 07470-6641

With a copy to:

Pepper, Hamilton & Scheetz
Attention David A. Wormser
1300 Nineteenth Street, NW
Washington, DC 20036

Sublessee and Sublessor may designate a change of notice address by giving written notice to the other party.

16. Arbitration

In the event there is a dispute between the parties concerning this Agreement, it shall be determined by Arbitration utilizing the American Arbitration Association in Queens, New York, and all procedures in connection therewith shall be under the rules and regulations of the American Arbitration Association. The Provisions of this paragraph shall not preclude any party from the right o temporary, preliminary, or permanent injunctive relief from a Court of competent jurisdiction; provided, however, that such Court's jurisdiction shall be limited solely to entering or vacating a restraining order or injunction in accordance with the law of the Court in which the action is brought for injunctive relief. In the event the court is called upon to grant permanent injunctive relief, the parties agree that they shall not apply for the granting of such relief until such time as the arbitration has been concluded and an award announced. The determination of the Arbitrator shall be conclusive in any court action the parties shall be entitled to seek and receive only such injunctive relief as may be necessary to: (1) Prevent irreparable harm; or (2) Preserve the status quo providing that the preserving of the status quo does not result in irreparable harm.

17. Amendment

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

18. Memorandum of Agreement

Sublessor acknowledges and gives Sublessee the right to file a Memorandum of Sublease Agreement in the form attached hereto as Exhibit C in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Sublessor agrees to assist Sublessee in obtaining a non-disturbance and attornment document.

19. Sublease Provisions

(a) This Agreement shall be governed by the laws of the State of New York.

(b) All Riders and Exhibits attached hereto are made a material part of this Agreement.

(c) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

SUBLESSOR

REGO PARK NURSING HOME, LTD,
a New York Corporation

By: 

Name: Nelson M. Tuchman

Title: CEO

Date: 9/17/96

Tax ID No.: 11-2697102

SUBLESEE

OMNIPOINT COMMUNICATIONS INC.,
a Delaware Corporation

By: 

Name: Sharon Myl

Title: Director of Site Acquisition

Date: 10/1/96

EXHIBIT A

DESCRIPTION OF PROPERTY

to the Agreement dated Oct. 1996, 1996, by and between REGO PARK NURSING HOME, LTD as Sublessor, and OMNIPOINT COMMUNICATIONS INC., as Sublessee.

The Property is described and/or depicted as follows:

Site Address: 111-26 Corona Avenue, Flushing, New York 11368

Section 11, Block 1972, Lot 38

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of Corona Avenue distant 195.70 feet Easterly from the corner formed by the intersection of the Southerly side of Corona Avenue and the Easterly side of Saultell Avenue;

RUNNING THENCE Southerly on a line forming an interior angle of 90 degrees 36 minutes 48 seconds with the Southerly side of Corona Avenue 99.09 feet;

THENCE Easterly at right angles to last mentioned course, 150 feet;

THENCE Northerly a right angles to last mentioned course 100.69 feet to the Southerly side of Corona Avenue;

THENCE Westerly along the Southerly side of Corona Avenue, 150.01 feet to the point of place of **BEGINNING**.

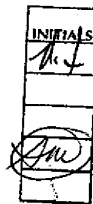


EXHIBIT B

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated Oct. 1st, 1996, by and between REGO PARK NURSING HOME, LTD as Sublessor, and OMNIPOINT COMMUNICATIONS INC., as Sublessee.

The Premises is described and/or depicted as follows:

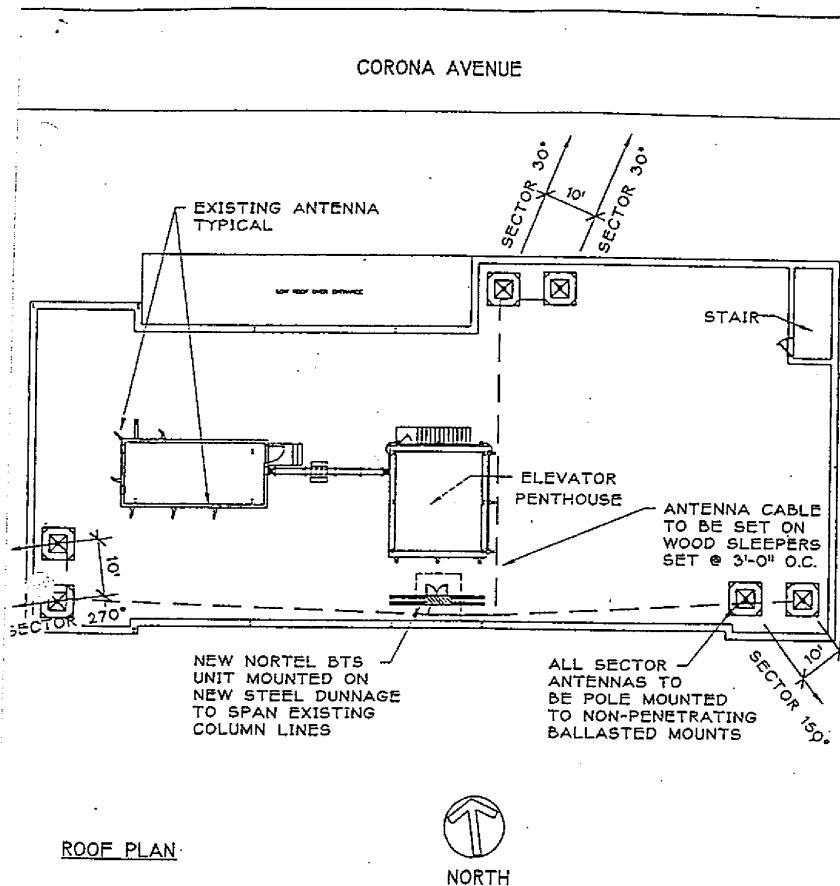
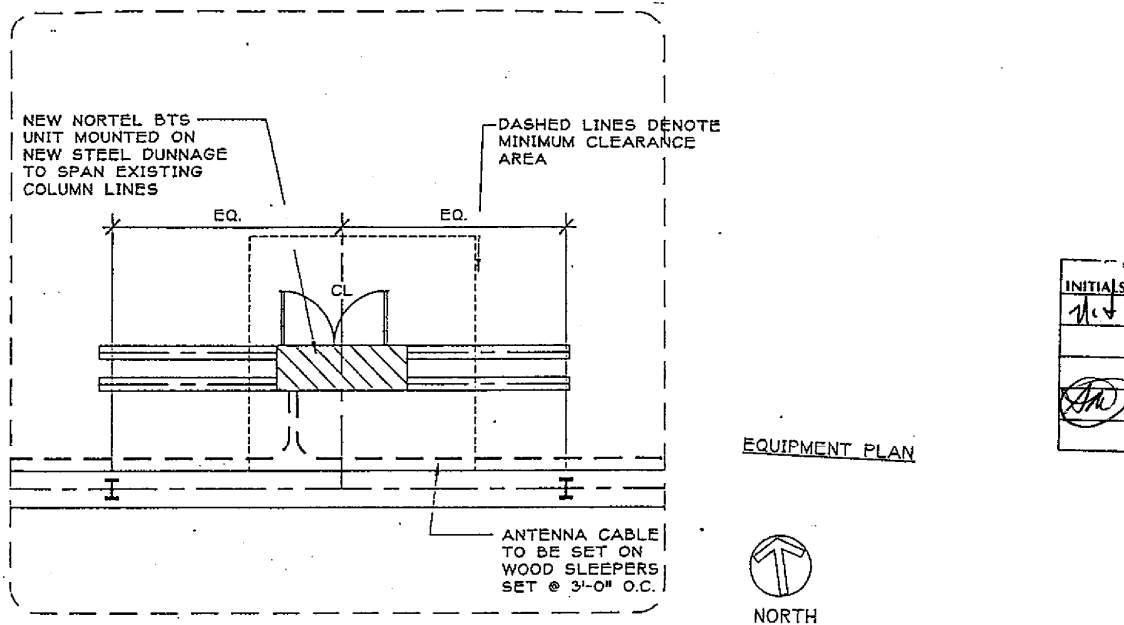


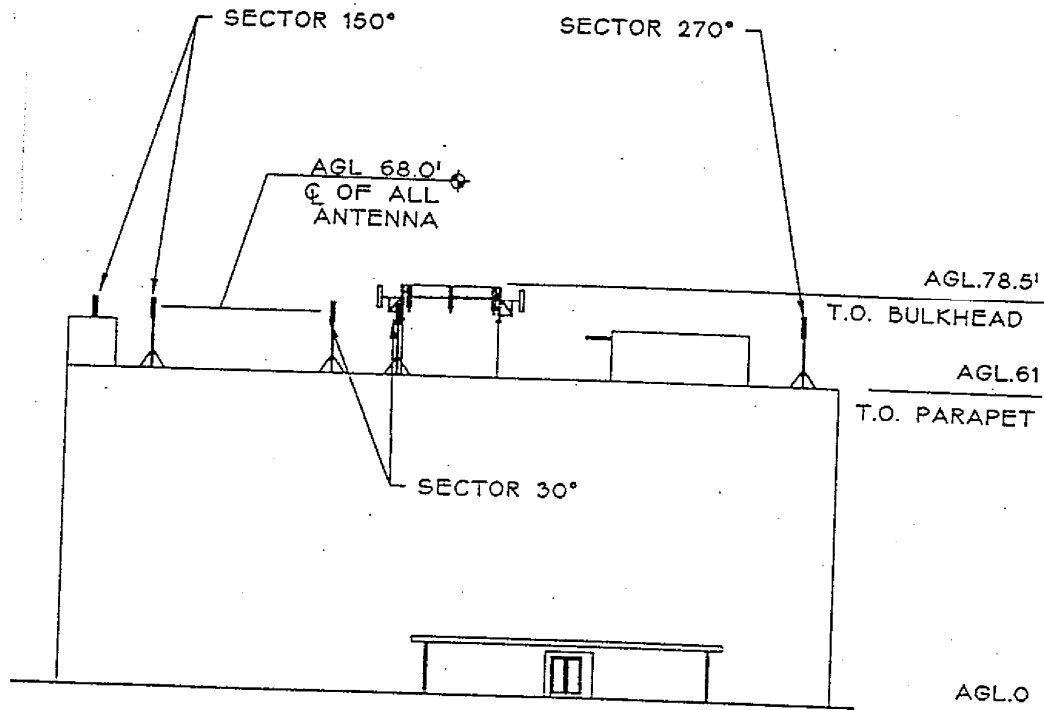
EXHIBIT B

DESCRIPTION OF PREMISES

Page 2 of 2

to the Agreement dated Oct. 1st, 1996, by and between REGO PARK NURSING HOME, LTD as Sublessor, and OMNIPOINT COMMUNICATIONS INC., as Sublessee.

The Premises is described and/or depicted as follows:



CORONA AVENUE ELEVATION

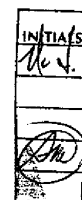


EXHIBIT C

PRIME LEASE

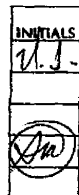
AGREEMENT OF LEASE, made as of this 1st day of September, 1972, between Kollel Ner L'Avrohom, having an office at 1462 56th Street, Brooklyn, New York, party of the first part, hereinafter referred to as LANDLORD, and Rego Park Nursing Home, Ltd., having an office at 111-26 Corona Avenue, Queens, New York, party of the second part, hereinafter referred to as TENANT.

WITNESSETH: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the premises located at 111-26 Corona Avenue, Queens, New York, per description attached, including the 200 bed nursing home at said address, for the term of 10 years (or until such term shall sooner cease and expire hereunder), commencing as provided in paragraph 36 hereof, at an annual rental of three hundred sixty thousand (\$360,000.00) dollars, which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever, except as hereinafter in this lease provided

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows

- | | | |
|----------------------|---|--|
| Rent | 1 | Tenant shall pay the rent as above and as hereinafter provided |
| Occupancy | 2 | Tenant shall use and occupy demised premises for a <u>nursing home or a related facility</u> such as an intermediate care home, home for adults, or hospital, and for no other purpose, except that, if at any time (a) requisite licenses for said purposes are denied, canceled, terminated or revoked or (b) it shall become obvious that the purposes hereinafter in this sentence referred to are economically more feasible, then the premises may be used for purposed of a hotel or a senior citizen hotel. |
| Alterations,
Etc: | 3 | Tenant shall make <u>no structural alterations without Landlord's prior consent</u> , except that such consent shall not be required for alterations required or requested by a governmental agency or costing less than \$50,000. All such alterations, decorations, installations, additions, or improvements shall be done at Tenant's sole cost and expense. All such alterations, other alterations, decorations, installations, additions or improvements upon the demised premises, including all paneling, decorations, partitions, railings, galleries and the like, shall, unless, in cases other than alterations or improvements to the realty, Landlord elects otherwise (which election shall be made by giving a written notice to Tenant within 10 days after Tenant shall have given written notice to Landlord of the proposed work), become the property of Landlord, and shall remain upon, and be surrendered with, said premises, as part thereof, at the end of the term or renewal term, as the care may be. If, in cases other than alterations or improvements to the realty, Landlord shall elect otherwise, then, such alterations, decorations, installations, additions or improvements made by Tenant upon the demised premises as Landlord shall elect, shall be removed by Tenant and Tenant shall restore the premises to their original conditions, at its own cost and expense, at or prior to the expiration of the term. If any mechanic's lien is filed against the demised premises, or any part thereof, it shall be discharged or bonded or stayed by Tenant within ten (10) days after written notice thereof to Tenant, at Tenant's expense. |

- | | | |
|----------|----|--|
| Repairs: | 4. | Tenant shall take good care of the demised premises and the fixtures and appurtenances therein and thereto and at its sole cost and expense make all repairs thereto and restorations and replacements thereof as and when needed to preserve them in good working order and condition. Said restorations and replacements shall be in quality and class equal to the original work or installations. In additions to any other remedies which Landlord may have, if Tenant fails to make or commence to make such repairs, restorations or replacements within 15 days after written notice to Tenant that the same are |
|----------|----|--|



Tenant wishes to make use thereof, Landlord's rights under any guaranty received by Landlord in connection with the construction work of the demised premises.

40. Landlord acknowledges that his rights of re-entry into the premises set forth in this Lease do not confer on him the authority to operate a nursing home on the premises and agrees that it will give the New York State Department of Health, 84 Holland Avenue, Albany, New York 12208, notification by certified mail of his intent to re-enter the premises or to initiate dispossession proceedings or that the lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of re-entry or to initiate such proceedings or at least sixty (60) day before expiration of the lease.

Upon receipt of notice from the Landlord of his intent to exercise his right or re-entry or upon the service of process in dispossession proceedings and sixty (60) days prior to the expiration of the Lease, Tenant shall immediately notify by certified mail the New York State Department of Health, 84 Holland Avenue, Albany, New York 12208, of the receipt of such notice or service of such process or that the lease is about to expire.

41. Simultaneously with the execution of this lease the parties shall execute a Memorandum of Lease, in recordable form containing such provisions as Tenant shall require.

42. Simultaneously with the execution of this lease, Tenant has examined, approved and initialed the plans and specifications for the construction of the nursing home referred to herein and said plans and specifications are attached to and form a part of this lease.

43. Prior to the commencement of this lease (for all portions of the demised premises), Landlord shall not convey said premises to another party.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement of lease the day and year first above written.

KOLLEL NER L'AVROHOM

By: *L. Avrohom*

REGO PARK NURSING HOME, LTD.

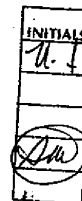
By: *H. S. S. S.*



AMENDMENT OF LEASE AGREEMENT

AGREEMENT, made as of the 15th day of May 1979, by and between Kollel Ner L'Avrohom, having an office at 1462 56th Street, Brooklyn, New York (hereinafter called "Landlord") and REGO PARK NURSING HOME, Ltd. a corporation, having its place of business at 111-26 Corona Avenue, Flushing New York (hereinafter referred to as "Tenant"):

WITNESSETH:



WHEREAS, the parties hereto are parties to an Agreement of Lease dated September 1, 1972, as amended May 1973, covering the premises located at 111-26 Corona Avenue, Flushing, New York (Tenant being the successor in interest to the party referred to as "Tenant" in said Agreement of Lease and Amendment); and

WHEREAS, the parties desire further to amend said Agreement of Lease;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree that said Agreement of Lease, as so previously amended, is hereby further amended as follows:

1. The term of the lease is hereby extended so that it shall expire October 31, 2003 (unless such term shall sooner cease and expire pursuant to the provisions of said Agreement of Lease or any amendments thereto).

2. (a) For the period commencing November 1, 1983, and ending October 31, 1993, the fixed net annual rental shall be \$374,000.00.

(b) For the period commencing November 1, 1993, and ending October 31, 2003, the fixed net annual rental shall be \$411,400.00.

AMENDMENT NO. 1 TO STANDARD SUBLEASE AGREEMENT

OMNIPOINT COMMUNICATIONS, INC. ("Sublessee") and REGO PARK NURSING HOME, LTD, a New York Corporation, hereby agree that effective this _____ day of _____, 2000, the Standard Sublease Agreement dated October 1, 1996, (the "Agreement") is hereby amended as follows:

1. Paragraph 1 is deleted and replaced in its entirety as follows:
 1. Sublease
 - (a) Sublessor agrees to sublease to Sublessee approximately ONE HUNDRED SEVENTY FIVE (175) square feet of space on the rooftop to house radio equipment cabinet(s) and additional space on the roof of the building for associated antennas ("Premises"). The cabinet(s) and antennas are referred to hereinafter as the "Equipment".
 - (b) Sublessor shall have the right to approve the location of the Equipment, which shall be more fully described in Amended Exhibit B-1 attached hereto and made a part of this Agreement. Said exhibit(s) may be amended from time to time in accordance with Paragraph 1(c) below. Such approval shall not be unreasonably withheld, delayed or conditioned.
 - (c) Sublessee shall have the right to modify and/or improve the Equipment within the area allocated to Sublessee as described in Paragraph 1(a) above.
 2. Paragraph 6 is amended to include the following additional language as subparagraph (d)
 - (d) In addition to the Rent pursuant to paragraph 6(a) of the Standard Sublease Agreement, Sublessee shall pay ("Additional Rent") to Sublessor in the amount of FIVE HUNDRED FORTY TWO and 37/100 DOLLARS (\$542.37) per month upon the installation of the additional equipment as set forth in Exhibit B-1 attached hereto. Should payment of Additional Rent begin on a day other than the first of the month during the Term or Renewal Terms, Additional Rent shall be prorated.
3. Nothing in this Amendment shall be construed to alter the rights or obligations of either party under the Agreement except as expressly set forth herein.

SUBLESSEE

OMNIPOINT COMMUNICATIONS, INC.
a Delaware Corporation

By: _____

Name: Neville Ray

Title: Executive Director, NYMTA

Date: 9/25/00

SUBLESSOR

REGO PARK NURSING HOME, LTD
a New York Corporation

By: _____

Name: WELSH M. Tuchman

Title: CEO

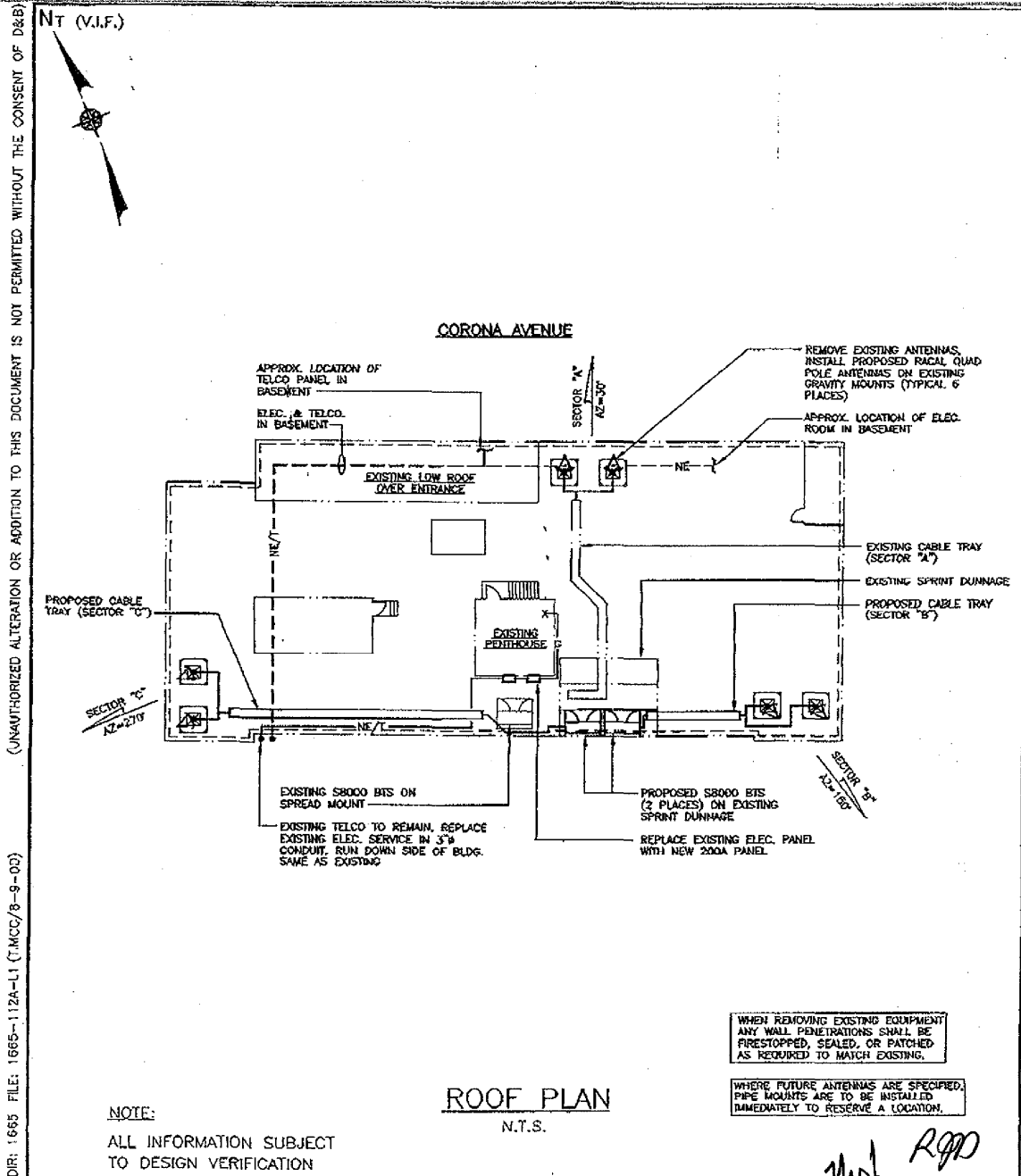
Date: 9/20/2000

AMENDED EXHIBIT B-1

DESCRIPTION OF PREMISES

to the Agreement dated OCTOBER 1, 1996, by and between REGO PARK NURSING HOME, LTD, as Lessor, and OMNIPOINT COMMUNICATIONS INC., as Lessee.

The Premises is described and/or depicted as follows:

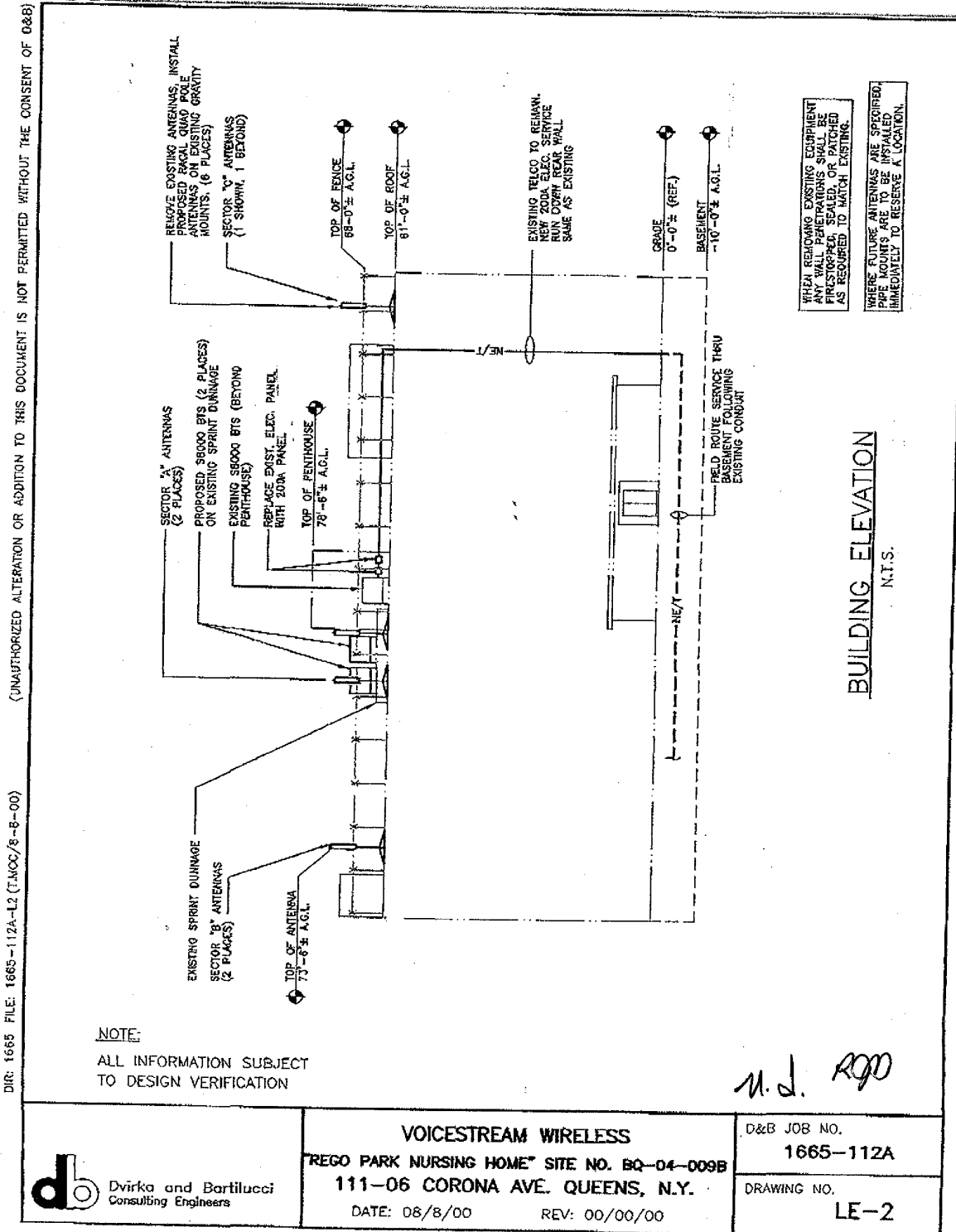


AMENDED EXHIBIT B-1

DESCRIPTION OF PREMISES

to the Agreement dated OCTOBER 1, 1996, by and between REGO PARK NURSING HOME, LTD, as Lessor, and OMNIPOINT COMMUNICATIONS INC., as Lessee.

The Premises is described and/or depicted as follows:



THIRD AMENDMENT TO STANDARD SUBLEASE AGREEMENT

This Third Amendment (the “**Third Amendment**”) to that certain Standard Sublease Agreement dated October 1, 1996 by and between Rego Park Nursing Home, Ltd. and Omnipoint Communications Inc., as amended by that certain Amendment No. 1 to Standard Sublease Agreement dated September 25, 2000, as amended by that certain Modernization Approval dated October 29, 2012 (collectively, the “**Agreement**”) is made and entered into as of the latter signature date hereof, by and between Cell Tower Lease Acquisition LLC, a Delaware limited liability company, successor in interest to Rego Park Nursing Home, Ltd. (the “**Sublessor**”) and T-Mobile Northeast LLC, a Delaware limited liability company, successor in interest to Omnipoint Communications Inc. (the “**Sublessee**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, Sublessor holds an easement over the rooftop at certain building located at 111-26 Corona Boulevard, Flushing, NY 11368 more commonly known to Sublessor as the Rego Park, NY (the “**Property**”); and

WHEREAS, Sublessor and Sublessee entered into the Agreement for the use of portions of the roof at the antenna site (the “**Premises**”); and

WHEREAS, Sublessee desires to modify its equipment at the Premises (“**Modified Equipment**”); and

WHEREAS, the Parties agree that as consideration for Sublessee’s Modified Equipment, the current Rent payable under the Agreement shall be increased as set forth herein; and

WHEREAS, the Parties agree and acknowledge that Sublessee shall pay to Sublessor rent due and owing for unlicensed equipment installed on the Premises.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Sublessee shall modify its equipment for a final installed configuration pursuant to Exhibit E-3.
- 2) Sublessee’s equipment information set forth in the Agreement shall hereby be deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit E-3 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit E-3 and Sublessee’s equipment information set forth in the Agreement, the Exhibit E-3 shall control.

- 3) Amended Exhibit B-1 to the Agreement is hereby deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit B-3 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-3 and Sublessee's description of Premises set forth in the Agreement, the Exhibit B-3 shall control. In the event of inconsistency or discrepancy between the Exhibit E-3 and the Exhibit B-3, the Exhibit E-3 shall control.
- 4) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) August 19, 2016 ("**Commencement Date**"), the Rent shall be increased by Eight Hundred Forty Seven and 32/100 Dollars (\$847.32) per month ("**Increased Fee**"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) Sublessee shall cause Sublessor and its parent entity, and the Property owner Tuchman Associates II, LLC ("**Owner**"), and Owner's property manager, and such entities as required under the Agreement, to be included as additional insureds, by blanket endorsement, as their interests may appear under all policies of liability insurance described in the Agreement, except workers' compensation and property insurance. Upon Sublessee's request, Sublessor will provide documentation evidencing the relationship of any of the above parties who are to be named as additional insureds.
- 6) **Access:**
 - (a) Generally. Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that Sublessee, and its agents, contractors, and subcontractors (collectively for the purpose of this section 6 referred to as "**Sublessee Parties**") shall abide by the following access conditions and procedures when accessing the Property:
 - (1) **If Sublessee Parties are accessing the Building from 7:00 am-9:00 pm (eastern standard time) (in non-emergency situations, without notice)**

Sublessee Parties may access the Property provided Sublessee Parties comply with the following procedures:

 - (i) present an identification (company or driver's license) to security guard at front desk
 - (ii) provide a Code (as defined below) to the security guard at front desk;
 - (iii) sign into a log book kept at front desk, indicating name, job title and employer, and identifying they are at the Building on behalf of Sublessee
 - (2) **If Sublessee Parties are accessing the Building from 9:00 pm-7:00am (eastern standard time) (in emergency situations, access with notice as set forth below)**

Sublessee Parties may access the Property provided Sublessee Parties comply with the following procedures:

 - (i) Sublessee notifies Sublessor's NOC;

Sublessor Site Number/ Name: NY-6024 / Rego Park
Sublessor Contract Number: 19293
Sublessee Site Number/ Name: BQ04009B / Corona-B/Rego Park Nursing Home

- (ii) present an identification (company or driver's license) to security guard at front desk
- (iii) provide a Code (as defined below) to the security guard at front desk;
- (iv) sign into a log book kept at front desk, indicating name, job title and employer, and identifying they are at the Building on behalf of Sublessee

(3) **If Sublessee Parties are accessing the Building from 9:00 pm-7:00am (eastern standard time) (in non-emergency situations, access with notice as set forth below)**

Sublessee Parties may access the Building provided Sublessee Parties comply with the following procedures:

- (i) 24 hour advance notice to Sublessor pursuant to Sublessor's then current rooftop access procedures;
- (ii) present an identification (company or driver's license) to security guard at front desk
- (iii) provide the Code, as defined below to security guard at front desk
- (iv) sign into a log book kept at front desk, indicating name, job title and employer, and for which carrier they're performing work

For purposes of this section 6, the Code is a password that Sublessee Parties must provide to the security guard at the front desk in order to gain access to the Property. The Code may be reset by Owner from time to time. Upon request of Sublessee, Sublessor will provide the current Code to Sublessee. The Code may only be given by Sublessee to Sublessee Parties and it may not be shared with any other third parties.

- (b) *Future Modifications to Access Procedures.* Sublessee agrees that (i) if the access conditions set forth above are modified by the Sublessor and/or Owner at any time following the full execution of this Third Amendment and (ii) Sublessee is notified of said access change(s), then Licensee agrees to comply with the modified access procedures.

7) Sublessor's Notice Address shall be amended as follows:

Cell Tower Lease Acquisition LLC
10 Presidential Way
Woburn, MA 01801
Attention: Contracts Sublessor
Phone: 781-926-4500
Fax: 781-926-4721

With a copy to:

American Tower Corporation
116 Huntington Avenue, 11th Floor
Boston, MA 02116
Attn: General Counsel

- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) **Merger.** Except as modified by this Third Amendment, the Agreement and all

Sublessor Site Number/ Name: NY-6024 / Rego Park

Sublessor Contract Number: 19293

Sublessee Site Number/ Name: BQ04009B / Corona-B/Rego Park Nursing Home

the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Third Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of a conflict between the terms contained in this Third Amendment and the Agreement, the terms herein contained shall supersede and control the obligations and liabilities of the Parties.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Sublessor Site Number/ Name: NY-6024 / Rego Park

Sublessor Contract Number: 19293

Sublessee Site Number/ Name: BQ04009B / Corona-B/Rego Park Nursing Home

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Third Amendment to that certain Standard Sublease Agreement as of the day and year written below:

SUBLESSOR:

Cell Tower Lease Acquisition LLC,
a Delaware limited liability company

By: L Aliperta

Name: Lisa Aliperta
Title: Vice President, Finance

Date: 9/30/16

SUBLESSEE:

T-Mobile Northeast LLC,
a Delaware limited liability company

By: [Signature]

Name: **Salim Kouidri**
Sr. Director - New York Metro
Engineering & Operations

Title:

Date: 09/26/16

Sublessor Site Number/ Name: NY-6024 / Rego Park
Sublessor Contract Number: 19293
Sublessee Site Number/ Name: BQ04009B / Corona-B/Rego Park Nursing Home

Exhibit B-3

See attached description of Premises

CONSTRUCTION SPECIFICATIONS

CONSTRUCTION SPECIFICATIONS

- [illegible]

[illegible]

- [illegible]

DRAWINGS

- | | |
|------------------------|----------|
| DRAWING TITLE: | |
| GENERAL NOTES | |
| SITE INFORMATION: | |
| 111-26 CORONA AVENUE | |
| CORONA, NEW YORK 11368 | |
| QUEENS COUNTY | |
| DATE: | 07/24/15 |
| PROJECT NO.: | SK-4009 |
| DRAWN BY: | VCD |

-001.00

[illegible]

SkyNet Wireless Group
In affiliation with SkyNet Design Group Corp.
205 ROUTE 46 WEST SUITE 10
TOWNA, NJ 07612

KV CONSULTING ENGINEERS INC.
1667 UPPER MERIDY ROAD
MAYSVILLE OHIO 44054

SN-4009
SHEET NO. 1
BQ04009B
PROJECT: CONSTRUCTION DRAWINGS
SHEET INFORMATION:
36 CORONA AVE. N.E.
CORONA, N.Y. 10901-366
QUEENS COUNTY
DRAWING TITLE: GENERAL NOTES

ART.	01415
REGIST. NO.	54.4009
TYPE OF	VB
CLASSIFICATION	A3
CLASS. NO.	

ANT-001.00

SECTION 05120-STRUCTURAL STEEL

[illegible]

- 2. EGRESS -** A passage or egress shall occur under this code section at means of egress and remain in the prior to construction state throughout the duration and completion of construction. A restricted egress shall not be constructed at any time during the course of construction. EXISTING REMAINING means of egress shall not be used to store equipment, materials, debris or other construction related items by the contractor.

3. **HEALTH REQUIREMENTS** - If any lead based paint (lbp) or asbestos containing material is discovered prior to during construction, appropriate parties will be contacted prior to the disturbance of said material, and will be recorded in the provisions of the contract. Asbestos related to construction operations and no control are kept to a minimum. Construction debris will be removed periodically throughout the project to prevent excessive buildup. The construction crew will be given strict and all debris will be removed.
 4. **CONFORMANCE WITH HOUSING STANDARDS** - NYC housing maintenance standards and NYC multiple dwelling law conditions will not be improved, altered or diminished. NYC housing maintenance standards and NYC multiple dwelling law conditions to remain in the prior to construction state throughout the duration and completion of construction.
- STRUCTURAL SAFETY - The structural stability of the EXISTING REMAINING building will

5. **NOISE REDUCTION** - The structural solidity of the EXISTING REMAINING structure will be maintained during the course of construction. The proposed scope of work does not include the transferring of loads from one structural system of elements to another, in which it would be the inclusion of columns or girders, replacement of bearing walls, the erections of bearing elements of girders, rigid frames or trusses. The drawings EXISTING REMAINING structure has been evaluated and can more than adequately support the added loads from the proposed telecommunications equipment. Structural design of the proposed antennas/towers has been based on standards TIA-222, as code added and code added with 30 C 308.

```

1  ALL PERCENTS AND VARS, RESENTS WILL BE TAKEN TO INSURE THE SATEETY OF THE
2  OCCUPANTS OF THE BUILDING AS WELL AS THE SATEETY OF THE PERFORMERS. SHOW
3  BARRICADES WILL BE ERCTED SEPARATING WORK AREAS FROM ALL PUBLIC SPACES AS
4  NEEDED
5  ALL PERCENTS AND OTHER REQUIRED EXITS, WAY OUT APPROACHES, TUNNELS AND WAY OUT TUNNELS
6  PROVIDED FOR THE 5 FLOOR SHALL BE CONTINGENCY VARIANTS AND FREE FOR
7  UNOBSERVED EGRESSES
8  PROVIDE A BOX ABOVE THE EXISTING STAIRS WITH A VESTING NOT LESS THAN 2.4 OR 2.4-3.5
9  WITHIN 75 FEET OF ALL PORTIONS OF THE WORK AREA

```

[illegible]

NOTES PER NYC FIRE CODE SECTION 504.4
(ROOFTOP ACCESS & OBSTRUCTIONS)

504.4.1 ROOFTOP ACCESS ACCESS TO BUILDING ROOFTOPS SHALL BE PROVIDED AS FOLLOWS:

1. FOR EACH 12 LINEAR FEET (3658 mm) OF BUILDING PERIMETER ACCESSIBLE FROM THE FRONTAGE SPACE OF THE BUILDING AND FROM ANY OTHER EXPOSURE ACCESSIBLE TO FIRE APPARATUS, A MINIMUM CLEARANCE OF 6 FEET (1829 mm) IN WIDTH AND 6 FEET (1829 mm) IN DEPTH FROM ANY OBSTRUCTION SHALL BE PROVIDED AT THE PARAPET WALL OR OTHER PERIMETER OF THE ROOFTOP, WHERE THE BUILDING PERIMETER IS 24 LINEAR FEET (7315 mm) OR GREATER, BUT LESS THAN 36 LINEAR FEET (10973 mm), THE REQUIRED CLEARANCE OPENINGS SHALL BE SEPARATED BY A DISTANCE OF NOT LESS THAN 12 LINEAR FEET (3658 mm), WHERE THE BUILDING PERIMETER IS 36 LINEAR FEET (10973 mm) OR GREATER, THE REQUIRED CLEARANCE OPENINGS MAY BE CONTIGUOUS, PROVIDED, HOWEVER, THAT SUCH CONTIGUOUS OPENINGS SHALL NOT EXCEED 12 LINEAR FEET (3658 mm) AND SHALL BE SEPARATED FROM OTHER REQUIRED CLEARANCE OPENINGS BY A DISTANCE OF NOT LESS THAN 12 LINEAR FEET (3658 mm).

1. MINIMUM CLEARANCE OF 6 FEET (1829 mm) IN ALL DIRECTIONS SHALL BE PROVIDED FROM EACH DOOR OPENING ONTO A ROOFTOP FROM A DWELLING UNIT, STAIRWAY, BULKHEAD, OR OTHER OCCUPIED SPACE, OR MEANS OF EGRESS, AS MEASURED FROM THE DOOR HINGE.

2. A MINIMUM CLEARANCE OF 3 FEET (914 mm) IN ALL DIRECTIONS SHALL BE PROVIDED FROM ANY FIRE ESCAPE OR ROOFTOP ACCESS LADDER, AS MEASURED FROM EACH SIDE OF THE LADDER OR LANDING.

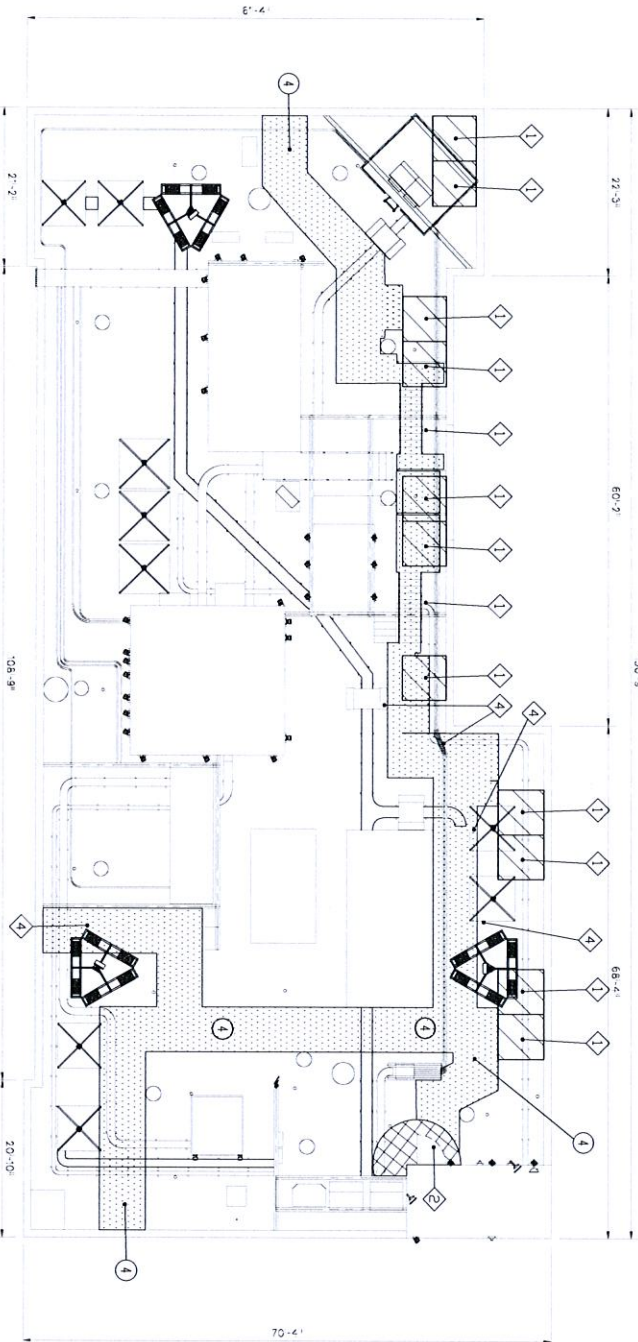
3. 504.4.2 ROOFTOP OBSTRUCTIONS UNOBSTRUCTED SPACE SHALL BE PROVIDED ON ROOFTOPS SUFFICIENT TO ALLOW FREIGHTING OPERATIONS, AS FOLLOWS:

1. A CLEAR PATH OF NOT LESS THAN 6 FEET (1829 mm) HORIZONTAL WIDTH AND 9 FEET (2743 mm) IN HEIGHT SHALL BE PROVIDED FROM THE FRONT OF THE BUILDING TO THE REAR OF THE BUILDING AND FROM ONE SIDE OF THE BUILDING TO THE OTHER, EXCEPT THAT A CONDUIT OR PIPE IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION MAY CROSS SUCH PATH, SUCH CLEAR PATH SHALL BE ACCESSIBLE FROM EACH POINT OF THE ROOFTOP ACCESS FROM WHICH CLEARANCE IS REQUIRED PURSUANT TO SECTION 504.4.1.

NOTE:
SITE IS NOT COMPLIANT WITH FDNY CODES (FCS04.4) AND A VARIANCE (PER R01004-04 MODIFICATION OF RULES) MUST BE OBTAINED BY CARRIER PRIOR TO ANY CONSTRUCTION. FDNY VARIANCE REQUIRED

LEGEND	
#	COMPLIANT
4	NON-COMPLIANT

CORONA AVENUE



COMPLIANCE PLAN
SCALE: 1/16"=1'-0"
NORTH

Mobile

NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NYC DEPARTMENT OF BUILDINGS (DOB) RULES AND REGULATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NYC DEPARTMENT OF BUILDINGS (DOB) RULES AND REGULATIONS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NYC DEPARTMENT OF BUILDINGS (DOB) RULES AND REGULATIONS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NYC DEPARTMENT OF BUILDINGS (DOB) RULES AND REGULATIONS.

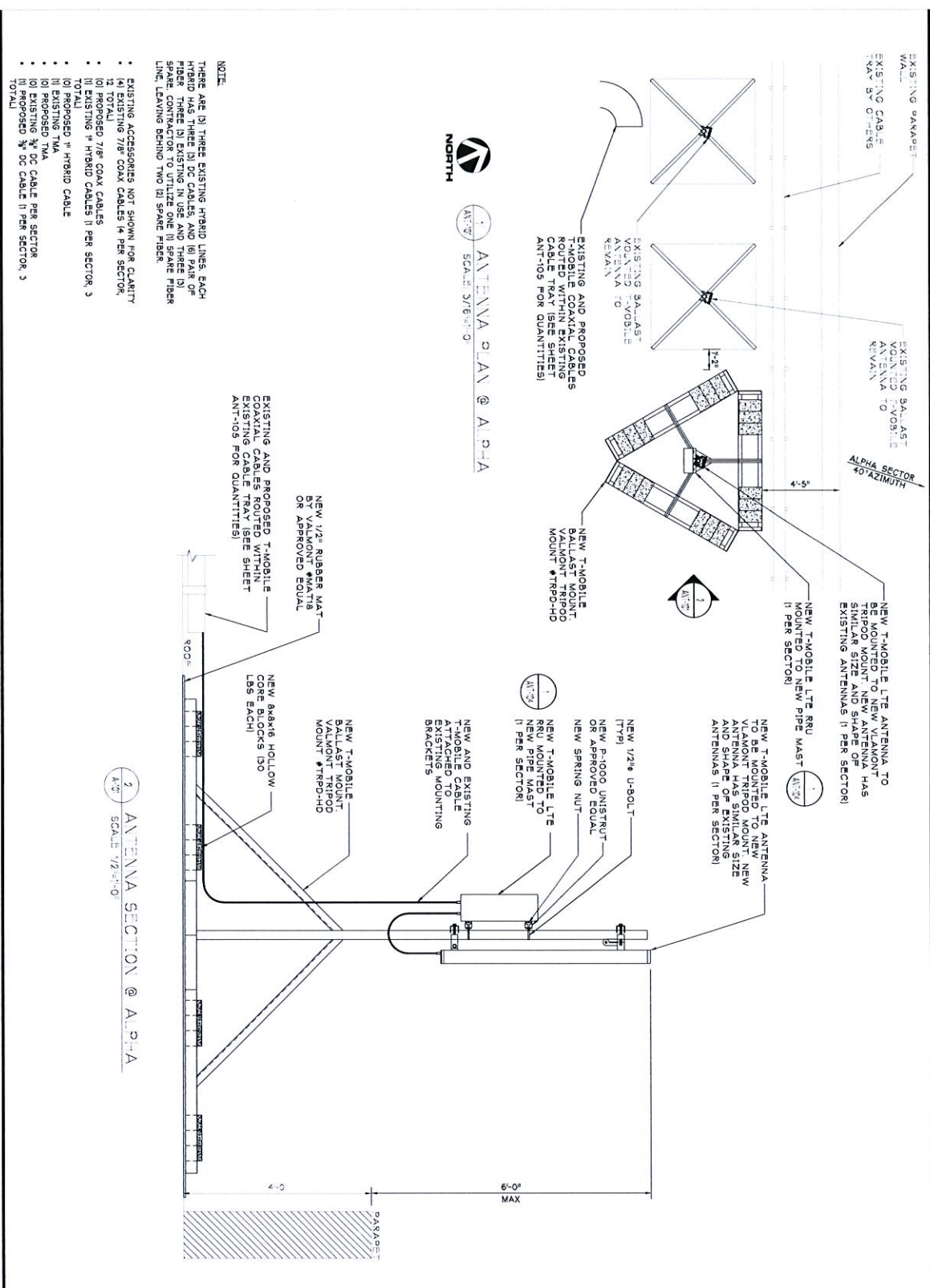
SkyNet Wireless Group
in affiliation with SkyNet Design Group Corp.
205 ROUTE 46 WEST SUITE 10
DOWNS, N.J. 07832

SK-4009
BQ04009B

CONSTRUCTION
DRAWINGS

SITE INFORMATION:
3336 CORONA AVENUE
CORONA, NEW YORK 11368
CLERKS COUNTY

504.4.2 ROOFTOP ACCESS
COMPLIANCE SHEET
DATE: 07/14/15
DRAWN BY: SK-4009
CHECKED BY: AD
ANT-003.00



NOTES

1. THERE ARE (3) THREE EXISTING HYBRID LINES, EACH HYBRID HAS THREE (3) DC CABLES, AND (6) PAIR OF FIBER THREE (3) EXISTING IN USE AND THREE (3) SPARE FIBER THREE (3) EXISTING IN SPARE FIBER LINE, LEAVING BEHIND TWO (2) SPARE FIBER LINE.

2. EXISTING ACCESSORIES NOT SHOWN FOR CLARITY

3. (A) EXISTING 7/8" COAX CABLES (4 PER SECTOR, 12 TOTAL)

4. (B) PROPOSED 7/8" COAX CABLES

5. (C) EXISTING 1" HYBRID CABLES (1 PER SECTOR, 3 TOTAL)

6. (D) PROPOSED 1" HYBRID CABLE

7. (E) EXISTING TMA

8. (F) PROPOSED TMA

9. (G) EXISTING 3/4" DC CABLE PER SECTOR

10. (H) PROPOSED 3/4" DC CABLE (1 PER SECTOR, 3 TOTAL)

ANTENNA PLAN @ A-B-A

SCALE: 3/16"=1'-0"

ANTENNA SECTION @ A-B-A

SCALE: 1/2"=1'-0"

NOTES

1. THERE ARE (3) THREE EXISTING HYBRID LINES, EACH HYBRID HAS THREE (3) DC CABLES, AND (6) PAIR OF FIBER THREE (3) EXISTING IN USE AND THREE (3) SPARE FIBER THREE (3) EXISTING IN SPARE FIBER LINE, LEAVING BEHIND TWO (2) SPARE FIBER LINE.

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8. (F) PROPOSED TMA

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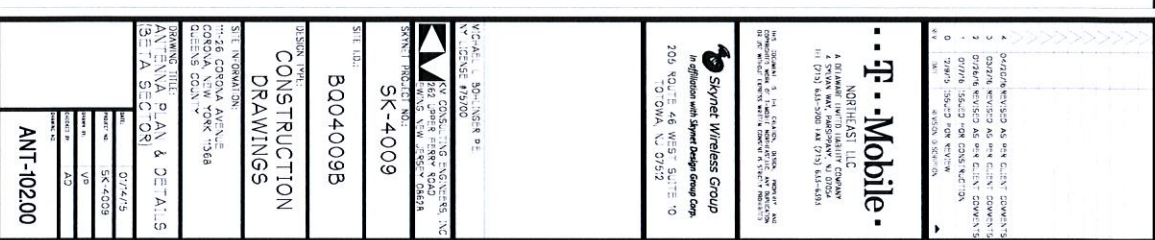
10. (H) PROPOSED 3/4" DC CABLE (1 PER SECTOR, 3 TOTAL)

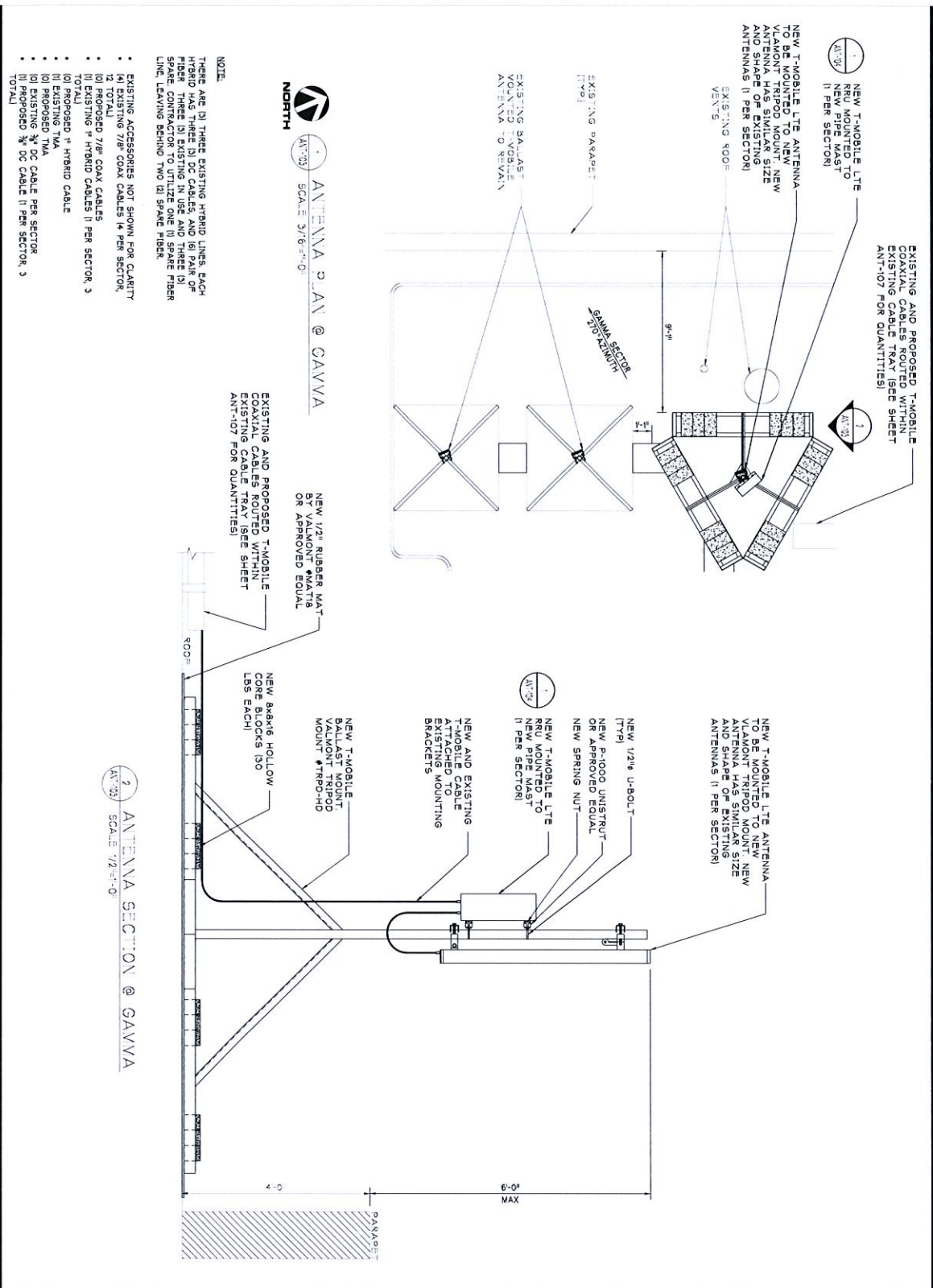
ANTENNA PLAN @ A-B-A

SCALE: 3/16"=1'-0"

ANTENNA SECTION @ A-B-A

SCALE: 1/2"=1'-0"





NOTES:

- EXISTING ACCESSORIES NOT SHOWN FOR CLARITY
- EXISTING 7/8" COAX CABLES
- EXISTING 7" HYBRID CABLES 1 PER SECTOR, 3 TOTAL
- PROPOSED 1" HYBRID CABLE
- PROPOSED TMA
- EXISTING 3/4" DC CABLE PER SECTOR
- PROPOSED 3/4" DC CABLE 1 PER SECTOR, 3 TOTAL

ANTENNA PLAN @ GAVVA

SCALE: 3/16" = 1'-0"

ANTENNA SECTION @ GAVVA

SCALE: 1/2" = 1'-0"

ANT-103.00

ANTENNA PLAN & DETAILS

GAVVA SECTOR

DATE: 07/24/15

BY: AD

CHKD: AD

ANT-103.00

ANTENNA PLAN & DETAILS

GAVVA SECTOR

DATE: 07/24/15

BY: AD

CHKD: AD

SKynet Wireless Group

In Affiliation with Skynet Design Group Corp.

205 ROUTE 46 WEST SUITE 10

TO CONA, NJ 07037

ANTENNA PLAN @ GAVVA

SCALE: 3/16" = 1'-0"

ANTENNA SECTION @ GAVVA

SCALE: 1/2" = 1'-0"

ANT-103.00

ANTENNA PLAN & DETAILS

GAVVA SECTOR

DATE: 07/24/15

BY: AD

CHKD: AD

ANT-103.00

ANTENNA PLAN & DETAILS

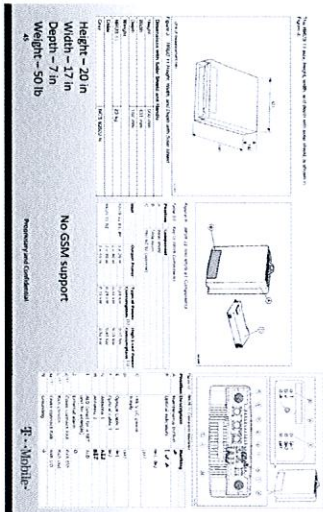
GAVVA SECTOR

DATE: 07/24/15

BY: AD

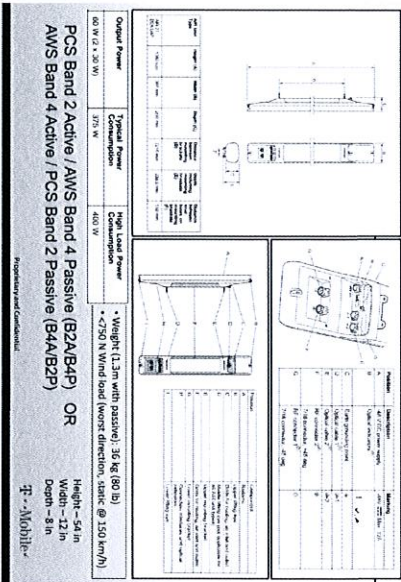
CHKD: AD

RRUS11 – Remote Radio Unit (AWS & PCS)



RRUS11 SPECIFICATIONS

AIR21 – Antenna Integrated Radio (PCS & AWS Versions)



3 ANTENNA SPECIFICATIONS

Product Specifications

COMMScope®

DB5083
 Downlink Mounting Kit for 2.4"-4.5" (60 - 115 mm) OD round members. Includes a heavy-duty galvanized steel mounting bracket and a heavy-duty mounting bracket. The DB5083 is compatible with the DB380 pps mount kit for panel antennas that are equipped with two mounting brackets.



This product will be discontinued on May 31, 2016.
 Replaced by
 RSGMT-1
 Wide Profile Antenna Downlink Mounting Kit for 2.4" - 4.5 in (60 - 115 mm) OD round members. Kit contains one scanner cup bracket set and one bottom bracket set.

General Specifications

Antenna Brand	Andrew
Mount Type	Downlink mounts
Application	Outdoor
Products	Brackets Hardware
Package Quantity	1

Mechanical Specifications

Color	Silver
Material Type	Galvanized steel

Dimensions

Compatible Diameter, maximum	114.3 mm 4.5 in
Compatible Diameter, minimum	61.0 mm 2.4 in
Net Weight	2.2 kg 4.9 lb

Regulatory Compliance/Certifications

Agency	Classification
Rohde & Schwarz	Compliant by Exemption
China RoHS SJ/T 11364-2006	Below Maximum Concentration Value (MCV)
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system



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3 ANTENNA SPECIFICATIONS

1. DB5083-2400-AS and C-1400-2400-AS
2. DB5083-2400-AS and C-1400-2400-AS
3. DB5083-2400-AS and C-1400-2400-AS
4. DB5083-2400-AS and C-1400-2400-AS

FR – Mobile

NORTH EAST LLC

10000 N. 100th St. Suite 100
 Minneapolis, MN 55438

SkyNet Wireless Group

10000 N. 100th St. Suite 100
 Minneapolis, MN 55438

WCAU-TV, NBC, 100th St. Suite 100

10000 N. 100th St. Suite 100

10000 N. 100th St. Suite 100

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10000 N. 100th St. Suite 100

Sublessor Site Number/ Name: NY-6024 / Rego Park
Sublessor Contract Number: 19293
Sublessee Site Number/ Name: BQ04009B / Corona-B/Rego Park Nursing Home

Exhibit E-3

See attached Rooftop Relocation/ Reconfiguration Application

EXHIBIT									
T-Mobile					Rego Park		Tower # NY-6024		
LEASE SPACE REQUIREMENTS									
PRIMARY CONTIGUOUS LEASE AREA:		Dimensions: LxWxH (ft)		N/A x N/A x N/A		OR Sq. ft.		175	
		QUANTITY OF CABINETS*		4(including 1 battery)		Fully Loaded Weight (in lbs)*		N/A	
Equipment Location:	N/A	SHELTER		N/A		Dimensions: LxWxH (ft)		N/A	
Equipment Location:	N/A	PAD OR PLATFORM		N/A		Dimensions: LxWxH (ft)		N/A	
Equipment Location:	N/A	STAND ALONE CABINET		N/A		Dimensions: LxWxH (ft)		N/A	
NOTES RELATIVE TO LOCATION (if indoors, what floor, if on ground, what face of the building):		N/A							
BACKUP POWER REQUIREMENTS									
GENERATOR NOT REQUIRED?		<input checked="" type="checkbox"/>		ATC SHARED GENERATOR		<input type="checkbox"/>		SHARED GENERATOR PEAK USAGE (KW)	
INSIDE CUSTOMER SHELTER		<input type="checkbox"/>		GENERATOR (to be located inside primary leasing area)		<input type="checkbox"/>		GENERATOR (to be located outside primary leasing area)	
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))		N/A							
MANUFACTURER		N/A		MAKE / MODEL		N/A		CAPACITY (KW)	
								N/A	
PAD FOR GENERATOR		<input type="checkbox"/>		DIMENSIONS (LxW (ft))		N/A			
FUEL TANK		<input type="checkbox"/>		DIMENSIONS (LxW (ft))		N/A		TANK SIZE (gal)	
								N/A	
PAD FOR FUEL TANK (if required)		<input type="checkbox"/>		DIMENSIONS (LxW (ft))		N/A			
SECONDARY GROUND LEASE AREA REQUIREMENTS									
Will supplementary ground space be needed to accommodate additional equipment?				Y <input type="checkbox"/>		N <input checked="" type="checkbox"/>			
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))				N/A		Sq. ft.		N/A	
ADDITIONAL EQUIPMENT:		N/A		DIMENSIONS (LxWxH (ft))		N/A			
ADDITIONAL EQUIPMENT:		N/A		DIMENSIONS (LxWxH (ft))		N/A			
POWER/TELCO REQUIREMENTS									
POWER PROVIDED BY:		UTILITY COMPANY DIRECT		<input checked="" type="checkbox"/>		BUILDING PROVIDED (Sub)		<input type="checkbox"/>	
TELCO/INTERCONNECT REQUIREMENTS:		POTS		<input type="checkbox"/>		T1		<input type="checkbox"/>	
								<input checked="" type="checkbox"/>	
TRANSMITTER SPECIFICATIONS (& RECEIVER)									
TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver		Transmitter & Receiver		Transmitter & Receiver		N/A		N/A
QTY of TRANSMITTERS/RECEIVERS	1		1		1		N/A		N/A
MANUFACTURER	Ericsson		Nortel		Nortel		N/A		N/A
TYPE & MODEL	3106		S12000		S12000		N/A		N/A
TYPE of TECHNOLOGY	GSM		UMTS		LTE		N/A		N/A
METER TYPE	N/A		N/A		N/A		N/A		N/A
TOTAL VOLTAGE	#REF!		N/A		N/A		N/A		N/A
TOTAL AMPERAGE	N/A		N/A		N/A		N/A		N/A

ANTENNA EQUIPMENT SPECIFICATIONS						
EQUIPMENT TYPE:	Panel	Panel	TTA/TMA	RRU/RRH	N/A	N/A
TYPE of TECHNOLOGY (ie. CDMA, IDEN, UMTS)	LTE/GSM/UMTS	LTE	LTE	LTE	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	71	71	71	71	N/A	N/A
EQUIPMENT MOUNT TYPE	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	Ericsson	Andrew	Ericsson	Ericsson	N/A	N/A
EQUIPMENT MODEL #	AIR21 B2A/B4P/ AIR21 B4A B2P	LNX-6513DS	TMA Style 1B Twin AWS 14315	S11 B12	N/A	N/A
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	56 x 12 x 8	54.7 x 11.9 x 7.1	6.1 x 3 x 2.8	20 x 17 x 7	N/A	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	83	52.2	11	50.7	N/A	N/A
EQUIPMENT QUANTITY	6	3	3	3	N/A	N/A
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	40/150/270	40/150/270	N/A	N/A	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	2/2/2	1/1/1	1/1/1	1/1/1	N/A	N/A
TX FREQUENCY	1850-1910 (B2) 1710 -1755 (B4)	698-8806	1710-1755	N/A	N/A	N/A
RX FREQUENCY	1930-1990 (B2) 2110-2155 (B4)	806-896	2210-2155	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	No	No	No	No	N/A	N/A
ANTENNA GAIN	17.5	14.9	12	N/A	N/A	N/A
TOTAL # of LINES for equipment in column	12	3	N/A	3	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	4/4/4	1/1/1	N/A	1/1/1	N/A	N/A
LINE TYPE	Coax	N/A	N/A	Coax	N/A	N/A
LINE DIAMETER / SIZE (")	7/8"/7/8"/1-5/8"	3/8" DC Power Cable	N/A	1" Hybrid	N/A	N/A
ANTENNA EQUIPMENT SPECIFICATIONS						
EQUIPMENT TYPE:	N/A	N/A	N/A	N/A	N/A	N/A
TYPE of TECHNOLOGY (ie. CDMA, IDEN, UMTS)	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT TYPE	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MODEL #	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	N/A	N/A	N/A	N/A	N/A	N/A
EQUIPMENT QUANTITY	N/A	N/A	N/A	N/A	N/A	N/A
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	N/A	N/A	N/A	N/A	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	N/A	N/A	N/A	N/A	N/A	N/A
TX FREQUENCY	N/A	N/A	N/A	N/A	N/A	N/A
RX FREQUENCY	N/A	N/A	N/A	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	N/A	N/A	N/A	N/A	N/A	N/A
ANTENNA GAIN	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL # of LINES for equipment in column	N/A	N/A	N/A	N/A	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	N/A	N/A	N/A	N/A	N/A	N/A
LINE TYPE	N/A	N/A	N/A	N/A	N/A	N/A
LINE DIAMETER / SIZE (")	N/A	N/A	N/A	N/A	N/A	N/A

**SECOND AMENDMENT TO MASTER LICENSE AGREEMENT
AND SITE LICENSE MODIFICATION AGREEMENT FOR CERTAIN OTHER
CO-LOCATION AGREEMENTS**

This SECOND AMENDMENT TO MASTER LICENSE AGREEMENT AND SITE LICENSE MODIFICATION AGREEMENT FOR CERTAIN OTHER CO-LOCATION AGREEMENTS (the “*Second Amendment*”) is entered into and made effective as of the date of the latter signature herein below (the “*Effective Date*”).

BY AND BETWEEN

GLOBAL TOWER, LLC. on its own behalf and on behalf of its affiliates, joint partners, and subsidiaries that are parties to the Existing Agreements, (as defined below) (collectively referred to herein as “*GTP*”)

AND

T-MOBILE USA, INC. on its own behalf and on behalf of its affiliates, joint partners, and subsidiaries that are parties to the Existing Agreements, (as defined below), (collectively referred to herein as “*T-Mobile*”)

GTP and T-Mobile are sometimes hereinafter referred to collectively as the “*Parties*” and each individually as a “*Party*.”

RECITALS

- A. **WHEREAS**, GTP owns, leases, licenses, subleases, otherwise holds an interest in, and/or manages wireless communications facilities located on sites within the United States (the “*Sites*”).
- B. **WHEREAS**, GTP and T-Mobile entered into a Master License Agreement effective March 31, 2006, which was subsequently amended by the First Amendment to the Master License Agreement dated May 13, 2008 and that certain Omnibus Agreement to Master Lease/License Agreements, SLAs and Individual Site Agreements, dated May 19, 2011 (collectively, the “*MLA*”) pursuant to which GTP licenses to T-Mobile space on communications towers and ground space at certain Sites. Pursuant to the MLA, GTP and T-Mobile entered into various Site License Agreements (“*SLAs*”).
- C. **WHEREAS**, prior to the Effective Date of this Second Amendment, (1) GTP, or its predecessors in interest, and T-Mobile, or its predecessors in interest, entered into various SLAs and certain other wireless communication site co-location agreements in the form of SLAs, leases, licenses, supplemental agreements to master agreements, single-site “stand-alone” agreements, and other forms of similar agreements, some of which are governed by the MLA or other master agreements and some of which are not so governed, whereby GTP granted T-Mobile a right to utilize a portion of certain Sites in exchange for a fee, and (2) third parties with whom GTP currently has an agreement to manage all or a portion of said third parties’ wireless communication sites and related agreements (each such third party shall be referred to herein as a “*Prime Owner*”), and T-

Mobile, or its predecessors in interest, entered into wireless communication site co-location agreements in the form of leases, licenses, supplemental agreements to master agreements, single-site “stand-alone” agreements, and other forms of similar agreements, some of which are governed by a master agreement and some of which are not so governed, whereby said Prime Owners granted T-Mobile a right to utilize a portion of certain Sites in exchange for a fee and GTP has the authority to sign amendments to the T-Mobile/Prime Owner agreements with or without the applicable Prime Owner’s consent (each a “**Master Lease Site Agreement**”) (each such agreement shall be referred to herein as an “**Existing Agreement**” and collectively the “**Existing Agreements**”, as further defined in Section 1.A below); and

D. **WHEREAS**, T-Mobile intends to remove, change, and install additional equipment at the Sites associated with certain Existing Agreements in order to upgrade and modernize its equipment (the “**Modernization Project**”) as more fully described herein; and

A. **WHEREAS**, the components of this Second Amendment are:

- Terms and Conditions
- Exhibit A: Existing Agreements
- Exhibit B-1: NSN Modernization Sites
- Exhibit B-2: Ericsson Modernization Sites
- Exhibit C-1: Standard Modernization Equipment Parameters
- Exhibit C-2: Substitute Modernization Equipment Parameters
- Exhibit D: Modernization Approval Template
- Exhibit E: Rent Increases For Additional Equipment
- Exhibit F: Month-To-Month Agreements

AGREEMENT

Now therefore, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. EXISTING AGREEMENTS; DISCOVERED EXISTING AGREEMENTS.

A. **EXCLUSION OF CERTAIN EXISTING AGREEMENTS:** The definition of “**Existing Agreement**” specifically excludes SLAs, leases, licenses, supplemental agreements to master agreements, single-site “standalone agreements, and other forms of similar agreements (i) for Master Lease Site Agreements for Sites that GTP no longer manages at the time the T-Mobile desires to execute an Modernization Amendment for the Site, (ii) for in-building or outdoor distributed antenna system facilities controlled, operated or managed by GTP, (iii) entered into by either Party after the Effective Date of this Second Amendment, (iv) for the installation and/or operation of temporary microwave dish(es), and (v) acquired by either Party after the Effective Date of this Second Amendment, through purchase, merger, reorganization, assignment, joint venture, or otherwise, whether or not such agreement(s) were in effect on or prior to the Effective Date of this Second Amendment.

- B. **Discovered Existing Agreements.** Notwithstanding anything to the contrary herein, the terms and conditions of this Second Amendment shall only apply to the Existing Agreements identified in the attached **Exhibit A**. If both Parties agree in writing (in their sole discretion) that an Existing Agreement has been inadvertently omitted from Exhibit A (a “**Discovered Existing Agreement**”), the Parties shall enter into an amendment to this Second Amendment adding such Discovered Existing Agreement(s) to Exhibit A or otherwise correcting Exhibit A as necessary, and shall take all other actions reasonably necessary to fully subject the mutually agreed Discovered Existing Agreement(s) to this Second Amendment.
- C. **Managed Sites.** “**Managed Sites**” are Sites for which GTP currently has an agreement to manage all or a portion of a Prime Owner’s wireless communication sites and related agreements, and T-Mobile, or its predecessors in interest, entered into wireless communication site co-location agreements in the form of leases, licenses, supplemental agreements to master agreements, single-site “stand-alone” agreements, and other forms of similar agreements, some of which are governed by a master agreement and some of which are not so governed, whereby said Prime Owner granted T-Mobile a right to utilize a portion of certain Sites in exchange for a fee and GTP does not have the authority to sign amendments to the T-Mobile/Prime Owner agreements for those Sites (each a “**Managed Site Agreement**”). Managed Site Agreements are not Existing Agreements. Within seven (7) business days of the Effective Date GTP will review the Managed Site Agreements and will provide T-Mobile with a list of the Managed Sites at which T-Mobile may install the Modernization Equipment configuration without an increase in the Rent pursuant to the current provision of the applicable Managed Site Agreement (the “**Permitted Expansion Sites**”). With respect to Managed Sites that are not Permitted Expansion Sites, GTP will use its best efforts to obtain the Prime Owners’ consent for T-Mobile to modernize its equipment installations at such Managed Sites on substantially the same terms and conditions as set forth in this Second Amendment.

2. **AMENDMENT AND EXTENSION OF TERM OF EXISTING AGREEMENTS.**

- A. **Amendment and Extension of Current Term.** On November 1, 2012 (the “**Conversion Date**”), the current term of each and every Existing Agreement (whether the initial term or a renewal term) shall, without the need for further documentation or act by the Parties, be extended by a period of four (4) years beginning from the expiration of the then current term (the “**Extended Term**”).
- B. **Renewal Terms.** Upon the expiration of the Extended Term, the term of each and every Existing Agreement shall automatically and without the need for further documentation or act by the Parties, be extended for three (3) additional five (5) year terms (each a “**Renewal Term**”), unless T-Mobile terminates a particular Existing Agreement at the end of the Extended Term or the then-current Renewal Term by giving GTP written notice of its intent to non-renew the Existing Agreement at least ninety (90) calendar days prior to the end of the Extended Term or then-current Renewal Term, as the case may be. It is the intention of the Parties that the Renewal Terms described herein shall replace any other renewal terms that were previously applicable to the Existing Agreements.

- C. **Term Extension For Certain Month-to-Month Agreements.** The certain Existing Agreements identified in the attached Exhibit F are either currently in a month-to-month term status or shall be in a month-to-month term status by the Conversion Date (the “*Month-to-Month Agreements*”). The Month-to-Month Agreements shall be considered Existing Agreements and as such the terms and conditions of this Second Amendment shall apply to such Month-to-Month Agreements.

3. **WAIVER OF CERTAIN TERMINATION RIGHTS:**

- A. **T-Mobile.** T-Mobile hereby waives the following unilateral rights it may have to terminate the Existing Agreements during the Extended Term for the reason that the Site or the equipment is or becomes unacceptable under T-Mobile’s design or engineering specifications for its equipment or the communications system to which the equipment belongs, including T-Mobile’s termination rights under Section 22(a)(ii) of the MLA. All other termination rights of T-Mobile set forth in the Existing Agreements and their governing master agreements (if any), including, without limitation, the MLA, shall remain in effect.
- B. **GTP.** GTP hereby waives any unilateral rights it may have to elect solely for convenience and without cause to terminate the Existing Agreements during the Extended Term. All other termination rights of GTP set forth in the Existing Agreements and their governing master agreements (if any), including, without limitation, the MLA, shall remain in effect.

4. **ESCALATION OF RENTS.**

- A. **Supplemental Rent Escalation.** Notwithstanding anything to the contrary in the Existing Agreements and their governing master agreements, if any, all provisions providing for periodic adjustments to rent, license fees, or other similar fees (hereinafter “*Rent*” or “*Rents*”) applicable to the Existing Agreements shall automatically and without the need for further documentation or act by the Parties, be supplemented with the following terms:

In addition to existing periodic adjustments of Rent in the Existing Agreements, on the November 1, 2012 and then annually on November 1st for the next four (4) years (i.e. on November 1, 2013, November 1, 2014, November 1, 2015 and November 1, 2016), the monthly Rent payable for each Existing Agreement, shall be increased by three and three tenths percent (3.3%) regardless of the date of the prior adjustment to the Rent.

- B. **Conversion Of Annual Adjustments To Fixed Percentage.** Notwithstanding anything to the contrary in the Existing Agreements and their governing master agreements, including, without limitation, the MLA, as of the Effective Date of this Second Amendment, all language and provisions in the Existing Agreements providing for periodic Rent escalations or adjustments utilizing (i) the Consumer Price Index or other formula, or (ii) a fixed dollar amount, shall be deleted and replaced with the following:

“Monthly Rents payable under each Existing Agreement shall be increased annually by an amount equal to three percent (3%) of the monthly Rent payable in the immediately preceding year.”

If the Existing Agreement provides for annual escalation the date that the annual escalation of monthly Rents is set to occur shall remain unchanged. If the Existing Agreement provides for escalation or adjustment of Rent on a periodic basis other than annually the Parties will amend the terms of such Existing Agreements to provide for annual escalation of the Rent and to make any other necessary adjustments to the escalation terms to account for the change in the escalation period.

5. **LIMITED RIGHT TO TERMINATE FOR PORTING.** Notwithstanding anything in this Second Amendment to the contrary, T-Mobile shall have the right to terminate up to fifteen (15) Existing Agreements, excluding Managed Site Agreements and Master Lease Agreements, per calendar year during the Extended Term and any Renewal Terms for convenience and without any fee, penalty or further liability, by providing ninety (90) calendar days prior written notice thereof to GTP (the “***Porting Notice***”) stating the termination date (the “***Termination Date***”) of the subject Existing Agreement (the “***Terminated Agreement***”), subject to the following terms and conditions;

- A. T-Mobile must be current with respect to all of its obligations related to the subject Existing Agreement.
- B. The Porting Notice shall identify the Site that GTP owns, leases or otherwise holds an interest that T-Mobile proposes as the replacement (the “***Replacement Site***”) for the Terminated Agreement and T-Mobile must execute a new SLA for the Replacement Site (the “***Replacement SLA***”) prior to or on the Termination Date in accordance with this Section 5.
- C. Unless otherwise agreed in writing by GTP, the Replacement Site must be owned by (1) the same GTP entity that owns the Site associated with the Existing Agreement to be terminated (the “***Replaced GTP Entity***”), or (2) by any GTP entity that has the same direct parent entity as the Replaced GTP Entity.
- D. The Rent for the Replacement SLA shall be equal to, or greater than, the Rent then payable under the applicable Terminated Agreement.
- E. The initial term of the Replacement SLA shall be equal to the remaining portion of the then current term of the subject Terminated Agreement and the Replacement SLA shall provide for the same renewal terms then available under the subject Terminated Agreement.
- F. The termination of any Terminated Agreement shall not become effective until the execution and commencement of Rent on the Replacement SLA.

6. MODERNIZATION SITES; MODERNIZATION EQUIPMENT CONFIGURATIONS.

- A. **Right To Install and Operate Modernization Equipment** Notwithstanding anything to the contrary in the Existing Agreements and their governing master agreements (if any), as of the Effective Date of this Second Amendment, T-Mobile shall have the right to amend the Existing Agreements for the Sites that are identified in **Exhibit B-1** (the “*NSN Modernization Sites*”) and **Exhibit B-2** (the “*Ericsson Modernization Sites*”) to provide T-Mobile the right to install and operate the NSN Modernization Equipment Configuration or Ericsson Modernization Equipment Configuration (Standard or Substitute), including replacing, and/or adding antennas, lines and other equipment to, the equipment already permitted to be installed at the subject Modernization Sites pursuant to the applicable Existing Agreement, as set forth in Exhibit C-1 hereto (the “*Standard Modernization Equipment*”) or Exhibit C-2 (the “*Substitute Modernization Equipment*”), as applicable, without an increase in the Rents payable under the subject Existing Agreement, other than Rent adjustments as set forth in Section 4 herein, pursuant to a Modernization Amendment (as defined in Section 7.C below); provided that;
- (i) The Modernization Equipment, when combined with any previously permitted equipment which T-Mobile desires to continue to be permitted following the subject amendment of the Existing Agreement, does not exceed the parameters set forth in Exhibit C-1 or Exhibit C-2, as applicable.
 - (ii) All Modernization Equipment is installed at the same RAD center and height as the existing equipment.
 - (iii) If T-Mobile completes the installation of the NSN or Ericsson Standard Equipment Configuration set forth in Exhibit C-1 at a Modernization Site, T-Mobile may not subsequently modify its equipment configuration at the subject Modernization Site utilizing the NSN or Ericsson Substitute Equipment Configurations set forth in Exhibit C-2 without an increase in the Rent, unless otherwise mutually agreed in writing by the Parties.
- B. **Definition of Modernization Sites and Modernization Equipment.** NSN Modernization Sites and Ericsson Modernization Sites shall collectively be referred to herein as “*Modernization Sites*” and each as a “*Modernization Site*.” The Standard Modernization Equipment and Substitute Modernization Equipment are together herein referred to as the “*Modernization Equipment*”.
- C. **Right to Substitute Modernization Sites.** T-Mobile shall have the right to change the list of Modernization Sites by substituting, without incurring any additional fees or charges, up to fifty (50) Sites that are subject to Existing Agreements and that are not currently listed in **Exhibits B-1 or B-2** as Modernization Sites for Sites that are currently listed in either **Exhibit B-1 or B-2** as Modernization Sites. This Second Amendment shall be amended to document any such substitution of Modernization Sites.

7. **PROCESS, FEES, AND DOCUMENTATION FOR AMENDMENT OF EXISTING AGREEMENTS FOR MODERNIZATION SITES.** Amendments to the Existing Agreements shall be prepared in accordance with the following procedures, utilizing the forms discussed below and subject to the following terms and conditions in addition to those set forth in the subject Existing Agreements and Exhibits C-1 and C-2.

- A. **Applications for Modernization Amendments, Fees.** T-Mobile shall submit applications in bulk to GTP to apply for Modernization Amendments (as defined in Section 7.C). GTP will prepare an application for each Modernization Site using the information submitted by T-Mobile in the bulk application(s) for Modernization Amendments. GTP shall review T-Mobile's applications for Modernization Amendments and conduct asset, ground lease, regulatory and property reviews to determine compliance with GTP's structural, engineering, environmental and legal requirements as set forth in the applicable Existing Agreements, including their governing master agreements (if any). Notwithstanding anything to the contrary contained in any Existing Agreement or its governing master agreement (if any), including the MLA, for any equipment modification at an NSN Modernization Site or an Ericsson Modernization Site, the application, structural analysis, SSIS, and other similar fees (if any) due under the terms of the Existing Agreements and their governing master agreement (if any) associated with the Modernization Amendments for such Sites are hereby waived, with the exception of the following fees:
- (i) Structural Analysis Fee (includes one re-run only): \$2,500 per Site through December 31, 2013; \$2,570 per Site from and after January 1, 2014.
 - (ii) Administration Fee (includes generation of co-location application): \$1,000 per Site.
 - (iii) Review and execution of letter from engineer confirming a structural analysis of the applicable Tower is not required at a Site (a/k/a a "**PE letter**"). This fee is in lieu of the Structural Analysis Fee – T-Mobile will not be charged both a Structural Analysis Fee and a PE letter fee for the same Site: \$500 per PE letter through December 31, 2013; \$550 per PE letter from and after January 1, 2014.
- B. **Tower Modifications.** Unless otherwise mutually agreed in writing by the Parties, the actual cost, without mark-up, of T-Mobile's share of any Tower modifications necessary to accommodate the Modernization Equipment shall be borne by T-Mobile; provided the parties' mutually agree in writing on the costs of such modifications and T-Mobile issues GTP a purchase order for the agreed tower modification costs. Notwithstanding the foregoing, if a tower is overstressed or has otherwise exceeded its structural capacity without taking the effect of the installation of T-Mobile's Modernization Equipment into account, GTP shall bear the costs of any tower modifications necessary to bring the tower into structural compliance.
- C. **Amendments to the Existing Agreements for Modernization Sites.** The modifications to the Modernization Sites to install the Modernization Equipment as set forth in Exhibit C-1 C-2, as applicable, shall be memorialized utilizing either a mutually agreeable

standard form amendment template or a "**Modernization Approval**" (attached hereto as **Exhibit D**) (each termed a "**Modernization Amendment**") as set forth in this Second Amendment. The form of Exhibit D may be changed upon mutual written agreement of the Parties. The Modernization Approval form shall be used if: (i) the proposed modification is at an NSN Modernization Site or an Ericsson Modernization Site; and (ii) the proposed modification is for, and does not exceed either the NSN Modernization Equipment Configuration or the Ericsson Modernization Equipment Configuration set forth in Exhibit C-1 or C-2, as applicable. For all other modifications to the Modernization Sites, the Parties shall memorialize such modifications utilizing the standard form amendment template. Upon approval of T-Mobile's application for a Modernization Amendment, GTP shall prepare and deliver to T-Mobile or its designated contractor, a standard form amendment template or a Modernization Approval, as applicable. The application prepared and approved by GTP shall be attached to the subject Modernization Amendment as Attachment A to the Modernization Amendment. Said approved application shall identify the approved modifications, including a list of all of T-Mobile's equipment permitted to be installed at the Site. If GTP utilizes the Modernization Approval form pursuant to this Second Amendment without modification (other than inclusion of the site identifiers) and delivers the completed form to T-Mobile via the method designated by T-Mobile and T-Mobile or its designated contractor does not deliver written objection to the terms of the Modernization Approval to GTP within sixty (60) days of the date of its delivery to T-Mobile or its designated contractor, the Modernization Approval for such Modernization Site shall be deemed to have been approved by T-Mobile; provided that T-Mobile shall not be deemed to have approved scrivener's errors made by GTP. In the case of such errors, the Parties will amend the Modernization Approval to correct the errors at no additional fee or cost to T-Mobile.

8. RENT INCREASES FOR ADDITIONAL EQUIPMENT AND AMENDMENTS TO EXISTING AGREEMENTS FOR SUCH EQUIPMENT. Notwithstanding anything to the contrary in the Existing Agreements, in the event that T-Mobile elects to amend an Existing Agreement for a Modernization Site to add equipment that, when added to the existing antennas, lines or other equipment that T-Mobile desires to continue to be permitted to install and operate at the subject Site, exceeds the NSN or Ericsson Modernization Equipment Configuration (Standard or Substitute), as applicable, the Rent under the subject Existing Agreement shall be increased in accordance with the pricing set forth in **Exhibit E** attached hereto. In the event that T-Mobile and GTP elect to amend an Existing Agreement to include equipment that exceeds the NSN or Ericsson Modernization Equipment Configuration, as applicable, the standard or appropriate amendment form then being used for the subject type of Site (not the Modernization Approval form) shall be used to document the amendment.

9. NOTICES. The notice address for T-Mobile in the Existing Agreements and their governing master agreements, including without limitation, the notice addresses set out in Section 35 of the MLA, are hereby deleted and replaced with the following notice address:

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

10. **NON-DISCLOSURE.** The Parties represent and agree that they will keep the terms of this Second Amendment confidential, and that they will not hereafter disclose any information concerning the terms of this Second Amendment, to any person other than their attorneys, accountants, tax advisors, lenders, owners, investors, and other individuals or entities to whom disclosure is reasonably necessary to carry out the terms of this Second Amendment or to make required disclosures in order to comply with applicable laws, regulations or orders (including, without limitation, state and federal securities laws applicable to either Party as a public company) or administrative process or any governmental or court order; provided, however, that in a circumstance in which disclosure is compelled by governmental or court order, the Party that is subject to such compelled disclosure will limit the disclosure to only that information that must be disclosed to comply with the order and will give the other Party prompt prior notice of such compelled disclosure so that the other Party may seek to protect and/or prevent the disclosure of such information.

11. **LIABILITY OF T-MOBILE USA, INC.** The Parties acknowledge that different T-Mobile USA, Inc. affiliates, joint partners, and subsidiaries operate and conduct the communications business of T-Mobile USA, Inc. in different areas throughout the country and the applicable T-Mobile USA, Inc. affiliate, joint partner, or subsidiary, not T-Mobile USA, Inc., is the signatory and responsible party for each Existing Agreement, with the exception of those Existing Agreements for which T-Mobile USA, Inc. is the signatory and responsible party. GTP expressly acknowledges and agrees that in no event will T-Mobile USA, Inc. have or incur any liability of any type or character under this Second Amendment, including, without limitation, direct, indirect, actual, contingent, consequential, incidental or vicarious liability, nor shall T-Mobile USA, Inc. have any duty or obligation to perform any actions or pay any under this Second Amendment, except to the extent this Second Amendment amends the terms of any Existing Agreement(s) for which T-Mobile USA, Inc. is a signatory and responsible party. In no event will T-Mobile USA, Inc. act as, or be deemed to be, a guarantor, surety or joint obligor of any of T-Mobile USA, Inc.'s affiliates, joint partners, and subsidiaries that are parties to the Existing Agreements.

12. **EFFECT OF AMENDMENT; INTENT OF THE PARTIES; CONFLICTS.** The Existing Agreements shall remain in full force and effect as amended hereby. It is the express intent of the Parties, and the Parties hereby agree, that the provisions of this Second Amendment shall supersede the provisions in the Existing Agreements and their governing master agreements (if any) dealing with like subject matter. To the extent of any inconsistency between the terms of any of the Existing Agreements and their governing master agreements (if any), including the MLA, and the terms of this Second Amendment, the conflicting provisions shall first be reconciled with one another to the extent possible taking into account the intent of this Second Amendment and then, to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.

13. **HEADINGS.** Section headings in this Second Amendment are included for convenience of reference only and shall not be considered when construing or interpreting this Second Amendment.

14. **RECITALS, EXHIBITS, AND DEFINED TERMS.** The Recitals herein and the Exhibits attached hereto are incorporated herein by reference. Capitalized terms herein shall

have the meanings set forth in the Existing Agreements, as applicable, unless such terms are defined herein.

15. **BINDING EFFECT.** The covenants, agreements, terms, provisions and conditions contained in this Second Amendment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. **COUNTERPARTS.** This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.


17. **AUTHORITY.** Each Party hereto represents and warrants to the others that all necessary corporate authorizations required for execution and performance of this Second Amendment have been given and that the undersigned officer of a Party is duly authorized to execute this Second Amendment and bind the Party for which it signs.

IN WITNESS WHEREOF, the undersigned Parties have executed this Second Amendment as of the Effective Date.

"GTP"

Global Tower, LLC


On its own behalf and on behalf of its affiliates, joint partners, and subsidiaries that are parties to the Existing Agreements

By: 
Name: Alex Gellman
Title: Chief Operating Officer
Date: 9/12/12

"T-MOBILE"

T-Mobile USA, Inc.

On its own behalf and on behalf of its affiliates, joint partners, and subsidiaries that are parties to the Existing Agreements

By: 
Name: Michael J. Morgan
Title: SVP + CFO
Date: 9-7-12