

SECOND AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Second Amendment") is entered into by and between the **City of Frisco, Texas**, a home-rule municipality ("Landlord"), and **T-Mobile West LLC**, a Delaware limited liability company, successor in interest to **VoiceStream GSM I Operating Company, LLC**, a Delaware limited liability company, f/k/a **Cook Inlet/Voicestream Operating Company, LLC**, a Delaware limited liability company ("Tenant"). Landlord and Tenant are sometimes referred to collectively as the "parties" or individually as a "party".

WHEREAS, Landlord and Tenant's predecessor-in-interest entered into that certain Tower Site Lease Agreement dated August 14, 2000 as amended ("Lease"), which is incorporated herein for all purposes, whereby Landlord leased to Tenant certain Premises (as defined in the Lease) that are a portion of the Property located at 3968 Parkwood Drive, Frisco, Collin County, Texas 75034; and

WHEREAS, Landlord and Tenant's predecessor-in-interest entered into that certain First Amendment effective April 1, 2004 ("First Amendment"), whereby Landlord and Tenant agreed to, among other things, adjust the Rent and provide for the installation, modification and/or replacement of certain equipment on the Premises; and

WHEREAS, Landlord and Tenant desire to further amend the Lease and to adjust the amount of Rent (as defined in the Lease) due; and

WHEREAS, Landlord and Tenant also desire further to amend the Lease to allow for the installation of three (3) LTE 700 MHz Antennas and associated improvements, as reflected in Exhibit B-1, attached hereto and incorporated herein for all purposes; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the "Notice" provision thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows to be effective on the Effective Date of this Second Amendment.:

1. Paragraph 5 (Primary Term Rent) of the Lease is amended to read as follows:

"5. Primary Term Rent. Upon the Effective Date of the Second Amendment, Tenant shall pay Landlord, as rent, the sum of Five Thousand Four Hundred Forty-Three and 72/100 Dollars (\$5,443.72) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Landlord, at Landlord's address specified in Paragraph 14 below...."

2. Paragraph 8(a) (Improvements; Utilities; Access) of the Lease is amended to read as follows:

"8. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises the following improvements, personal property and facilities only: ... and as shown in Exhibit B-1 (collectively the "Antenna Facilities"). ..."

3. Paragraph 14 (Notices) of the Lease is deleted and replaced with the following:

"14. **Notices.** Any notice provided or permitted to be given under this Lease as amended must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Landlord, addressed to it at:

City of Frisco
ATTN: Assistant to the City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
ATTN: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

If to Tenant, addressed to it at:

T-Mobile USA, Inc.
ATTN: Lease Compliance/DA01275B
12920 SE 38th Street
Bellevue, Washington 98006

4. Exhibit B-1. Exhibit B-1, attached to this Second Amendment, is made a part of the Lease for all purposes.
5. Counterparts. This Second Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Second Amendment. An electronic mail or facsimile signature will also be deemed to

constitute an original if properly executed and delivered to the other party.

6. Controlling Agreement. To the extent any provision contained in this Second Amendment conflicts with the Lease or the First Amendment, the provisions contained in this Second Amendment shall supersede such conflicting provision contained in the Lease and/or the First Amendment. Except as expressly set forth in this Second Amendment, the Lease and First Amendment are otherwise unmodified and remain in full force and effect. Each reference in the Lease to itself shall be deemed to also refer to the First Amendment and this Second Amendment. Each capitalized term used but not defined in this Second Amendment shall have the meaning assigned to that term in Lease and/or First Amendment.
7. Representations. Each party represents and warrants that: (i) all actions or other conditions precedent necessary to bind such party to the terms of this Second Amendment have been taken and have been satisfied and each party is bound to the full performance of all its obligations set forth in the Lease, as amended by the First Amendment and this Second Amendment; (ii) each party has the full right, power and authority to enter into this Second Amendment and perform its obligations under the Lease, as amended by the First Amendment and this Second Amendment; and (iii) the person or persons executing this Second Amendment on behalf of such parties have the full right, power and authority to bind that party to the obligations set forth in this Second Amendment. Each party is relying on the representations contained in this paragraph in entering into this Second Amendment and each party acknowledges that Landlord and Tenant have so relied and are entitled to so rely.
8. Binding Effect. This Second Amendment shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by the Lease.
9. Ratification. Landlord and Tenant hereby ratify the terms of the Lease and the First Amendment and acknowledge and accept that the Lease and the First Amendment remain in full force and effect as amended hereby. The provisions of the Lease and the First Amendment shall govern, except that the provisions of this Second Amendment shall prevail where there may be conflicts or inconsistencies with a provision of the Lease and/or the First Amendment.
10. Entire Agreement/First Amendment/Second Amendment. This Second Amendment and the Lease and the First Amendment embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Second Amendment may only be amended by written agreement executed by all parties hereto.
11. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Second Amendment, without regard to conflict of law principles. This Second Amendment is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Second Amendment shall be a court of appropriate jurisdiction in Collin County, Texas.

12. Assignment. This Second Amendment may not be assigned except as provided in Paragraph 17 of the Lease.
13. Savings/Severability. In case any one or more of the provisions contained in this Second Amendment or the First Amendment, or the Lease, as applicable, shall for any reason be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Second Amendment, or the First Amendment or the Lease, as applicable, shall be construed as if such invalid, illegal and/or unenforceable provision had never been contained herein.
14. Waiver. Waiver by either party of any breach of this Second Amendment or the First Amendment, or the Lease, or the failure of either party to enforce any of the provisions of this Second Amendment, First Amendment or Lease, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
15. Immunity. The parties acknowledge and agree that, in executing and performing this Second Amendment, Landlord has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment and caused this Second Amendment to be effective when all the parties have signed it. The date this Second Amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Second Amendment ("Effective Date").

LANDLORD:

City of Frisco, Texas,
a home-rule municipality

By: _____
George Purefoy, City Manager

Date: _____

TENANT:

T-Mobile West LLC,
a Delaware limited liability company

By: JLedet

Printed Name: Jared Ledet

Its: Regional Development Director

Date: 9/25/15

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **City of Frisco, Texas**, a home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said municipality.

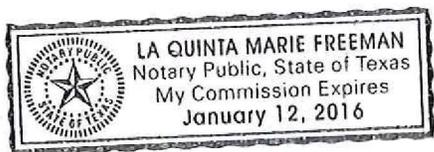
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commissioner Expires: _____

STATE OF Texas §
 §
COUNTY OF Collin §

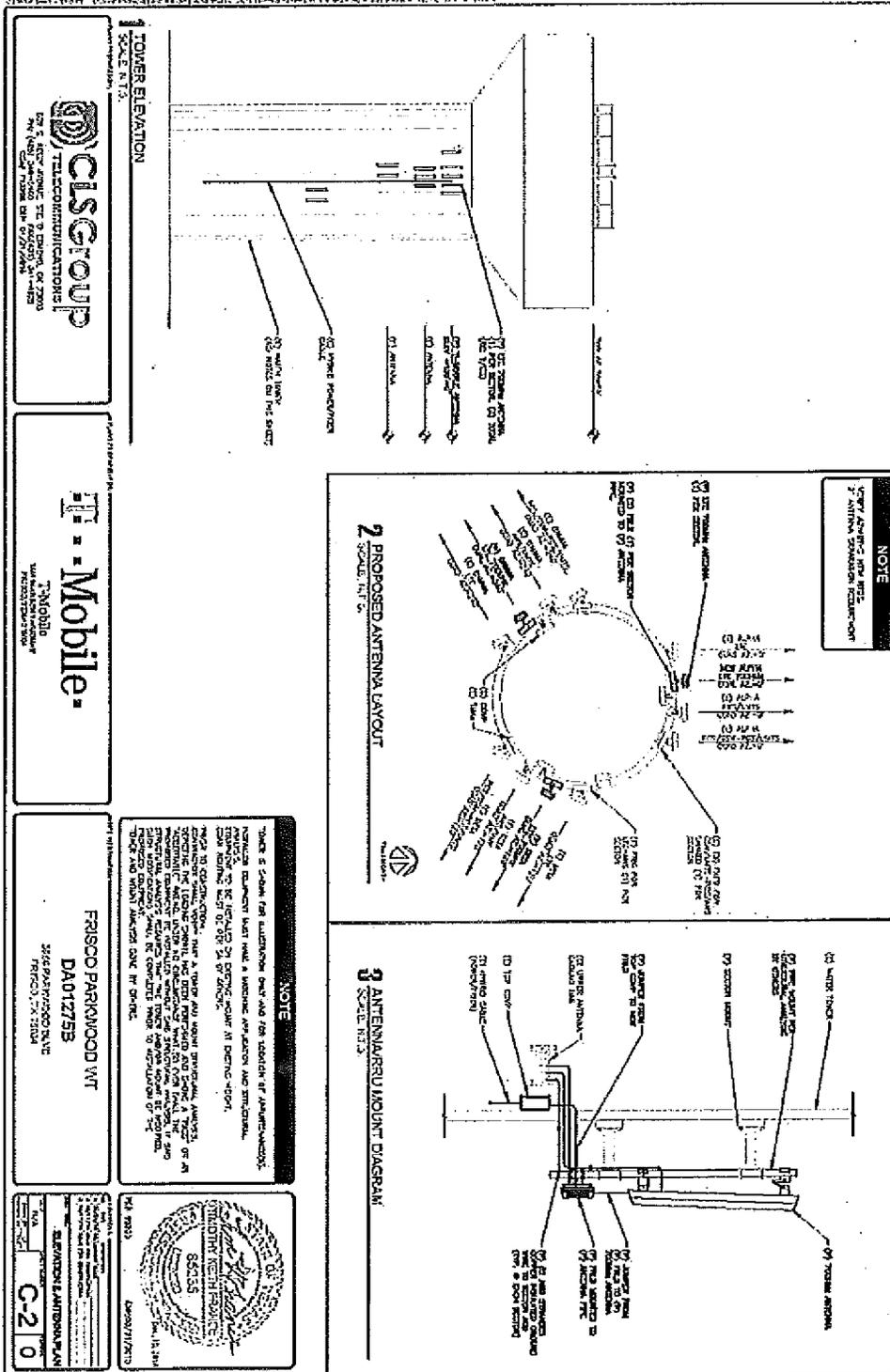
BEFORE ME, the undersigned authority, on this day personally appeared Jared Ledet, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Regional Dev. Director and duly authorized representative of the **T-Mobile West LLC**, a Delaware limited liability company, successor in interest to Voicestream GSM I Operating Company, L.L.C., a Delaware limited liability company, f/k/a Cook Inlet/Voicestream Operating Company, LLC, a Delaware limited liability company, and that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of September, 2015.



LaQuinta Marie Freeman
Notary Public in and for the State of Texas
My Commissioner Expires: January 12, 2016

EXHIBIT B-1



CISCO GROUP
TELECOMMUNICATIONS
200 S. GARDNER ST. & DIVISION ST. #2000
SAN FRANCISCO, CA 94102
Tel: 415.763.2200 Fax: 415.763.2200

Mobile
WIRELESS COMMUNICATIONS
1700 BROADWAY
SAN FRANCISCO, CA 94133

FRISCO PARKWOOD WT
DA01275B
2626 PARKWOOD BLVD
FRISCO, TX 75034

STATE OF TEXAS
COUNTY OF DALLAS
REGISTERED PROFESSIONAL ENGINEER
No. 85435
EXPIRES 12/31/2007
4/26/2007/12/31

STATE OF TEXAS
COUNTY OF DALLAS
REGISTERED PROFESSIONAL ENGINEER
No. 85435
EXPIRES 12/31/2007
4/26/2007/12/31

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