

WHEN RECORDED RETURN TO:

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A.P.N. 197268

**Prior recorded document(s) in Bell County, Texas:
April 20, 2006 in Vol 6035, Pg 274
August 8, 2011 at #2011-00027008**

**MEMORANDUM OF SECOND AMENDMENT TO
SITE LEASE WITH OPTION**

This Memorandum of Second Amendment to Site Lease with Option dated as of the latter of signature dates below, by and between CITY OF KILLEEN (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated July 27, 2005, a memorandum of which was recorded in the official records of Bell County, Texas ("Official Records") on April 20, 2006 in Volume 6035, Page 274 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Bell County, Texas from Landlord (the "Premises"), all located within certain real property owned by Landlord

("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment to Site Lease with Option dated July 15, 2011, a memorandum of which was recorded in the Official Records on August 8, 2011 at Instrument No. 2011-00027008 ("First Amendment") (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease").

3. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

4. The Lease had an initial term that commenced on August 1, 2005 and expired on July 31, 2010. The Lease provides for three (3) extensions of five (5) years each, two (2) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires July 31, 2025.

5. Landlord and Tenant have entered into a Second Amendment to Site Lease with Option (the "Second Amendment"), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on July 31, 2055.

6. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, including all of Landlord's right, title and interest in the Lease, and the consideration shall

be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the Second Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional 700 square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Second Amendment.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Landlord's Property)

Situate in the County of Bell, State of Texas, described as follows:

Being all of Lot 1, Block 1 of Lakecrest Addition Revised, recorded in Cabinet "C", Slide 175D, Bell County Plat Records, as conveyed to the City of Killeen by Volume 3771, Page 306, Bell County Deeds Records, Texas.