

Site Name: Westwood First Baptist Church
 Site Address: 808 High Street, Westwood, MA

1. Premises and Use. The First Baptist Church of Westwood, a Massachusetts corporation ("Owner") owner of property having an address of 808 High Street, Town/City of Westwood, County of Norfolk, State/Commonwealth of Massachusetts (the "Property"), leases to Omnipoint Communications MB Operations, LLC, a Delaware limited liability company ("MB OPS"), the site described below:

Real property consisting of approximately One Thousand Two Hundred (30x40) square feet for the placement of a tower, for the installation of MB OPS's antennas, and for the placement of base station equipment;

and, space required for cable runs to connect PCS equipment and antennas, all as shown on Exhibit A, together with a non-exclusive easement for access 24 hours a day 7 days a week thereto and grant of easement to MB OPS and New England Telephone and Telegraph Co., its successors and assigns as the source of telephone facilities and MB OPS and _____ as the appropriate utility company (collectively the "Site"). The Property and Site are described/shown on Exhibits A-1 and A-2, respectively. Owner agrees that with respect to any easement for utility services, an acceptable location will be agreed to by Owner and the servicing utility company and Owner shall grant such easement in writing to MB OPS and/or the servicing utility company, at the servicing utility company's option. The Site will be used by MB OPS for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility for voice and data communications ("PCS"), or other electronic signal transmission device or technology, including, without limitation, related antenna equipment and fixtures (together with the PCS, sometimes the "Installation").

2. Term. The term of this Agreement shall commence on the date MB OPS signs this Agreement, or if MB OPS signs first, the date Owner signs this Agreement ("Commencement Date"), and shall expire on the last day of the month containing the 5th year anniversary of the Rent Start Date (the "Initial Term"). The term of this Agreement will be automatically extended for four additional terms (each an "Extension Term") of five years each commencing on the day following the last day of the Initial Term, and, thereafter, on the day following the last day of the then-current Extension Term, unless MB OPS provides Owner notice of its intention not to extend not less than 90 days prior to the expiration of the Initial Term or the then-current Extension Term, as applicable.

3. Rent. Rent will commence on the Rent Start Date. Rent will be paid monthly in advance beginning on the Rent Start Date and on the first day of each month thereafter. The Rent Start Date shall be the first day of the first month following commencement of physical preparation of the Site. The monthly gross rent will be One Thousand Eight Hundred and 00/100 (\$1,800.00) Dollars. Each party agrees, upon the request of the other, to confirm the Rent Start Date in writing.

4. Representations and Warranties; Indemnity. Owner represents, warrants and covenants that: (i) it has the requisite authority to enter into this Agreement; (ii) it has not entered into any agreement with any third party which would preclude or limit the performance of its obligations under this Agreement; (iii) it has not dealt with, nor is any commission due to, any broker in connection with this Agreement; (iv) it owns the Property in fee simple and has the right to grant access to, and use of, the Site; (v) it shall provide to MB OPS quiet and peaceful enjoyment and exclusive use and possession of the Site; (vi) the Property, its use and operation all comply, and will comply, with all laws, regulations, rules, statutes and ordinances of any and all governmental authorities having jurisdiction thereover and (vii) that there is no substance, chemical or waste (collectively, "hazardous materials") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall be solely responsible for the prompt removal of all hazardous materials from (and the subsequent restoration of) the Property, except as the same are introduced into the Site by MB OPS's operations. Owner will defend, indemnify and hold harmless MB OPS from and against, and reimburse MB OPS for, any and all liabilities, costs, assessments, penalties, fines, expenses and fees related to Owner's (and all parties for whose conduct Owner is legally responsible) use, occupancy and control of the Property, including without limitation, Owner's breach of any of the above representations, warranties and covenants. The obligations contained in this paragraph shall survive expiration or earlier termination of this Agreement.

5. Assignment/Subletting. This Agreement and MB OPS's rights hereunder may be sold, assigned or transferred by MB OPS to any party without any prior approval or consent of the Owner. Notice of such transfer shall be made to the Owner pursuant to the terms of this Agreement. Upon such assignment, so long as MB OPS's assignee has assumed all of MB OPS's obligations under this Agreement, MB OPS shall be relieved of all future obligations under this Agreement. MB OPS may sublet the Site, but shall remain fully liable to Owner under this Agreement.

6. Notices. All notices must be in writing to the address set forth below, and shall be sent via U.S. mail, certified and postage prepaid, or via overnight delivery by a national, commercial express delivery company. Notices shall be effective when delivered (or when delivery is attempted) according to the records of the U.S. Postal Service or such delivery company, as applicable.

7. Improvements. MB OPS may, at its expense, make any improvements on the Site for the continuous operation of the Installation. Owner agrees to cooperate with MB OPS with respect to obtaining any required zoning approvals for the Site and such improvements. Owner acknowledges that MB OPS's equipment shall at all times constitute personalty of MB OPS. that MB OPS may remove its equipment prior to the expiration or earlier termination of the Initial Term or any Extension Term and Owner shall have no lien or other interest or claim in or to MB OPS's equipment and that Owner will confirm the same in writing from time to time upon request by MB OPS.

8. Compliance with Laws. Owner represents that the Property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. MB OPS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. (a) MB OPS agrees not to cause interference to the radio frequency communication operations of Owner, Owner's tenants, or anyone holding an agreement with Owner to operate on the Property, so long as equipment utilized in such operations is installed prior to the execution of this Agreement.

(b) After the execution of this Agreement, Owner shall not install or modify or permit the installation or modification of, any equipment such that it will interfere with or restrict the operations of MB OPS. Such interference shall be deemed a material breach of this Agreement by Owner. Should Owner have knowledge of any interference (actual or contemplated) or should any such interference occur, Owner shall promptly take all necessary action, at no cost to MB OPS, to eliminate the cause of said interference, including, if necessary removing, or causing any tenant to remove, equipment creating said interference.

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

10. Taxes. MB OPS agrees to pay all personal property taxes which may be assessed against the Installation. Owner shall provide evidence of such assessment within a timely manner. Owner shall be responsible for and timely pay all real property taxes and assessments against the Property.

11. Utilities. Owner represents that utilities adequate for MB OPS's use of the Site are available. MB OPS will pay for all utilities used by it at the Site. Owner will cooperate with MB OPS in MB OPS's efforts to obtain utilities from any location provided by Owner or the servicing utility. In the event utilities are provided by Owner, MB OPS may install a submeter. Owner shall bill MB OPS directly per the submeter reading obtained by Owner. MB OPS reserves the right to bring in emergency power in case of power failure.

12. Termination. MB OPS may terminate this Agreement prior to the expiration of the term, provided that all rent is then current and up to date. on prior written notice to Owner which shall become effective on the date such notice is mailed if, at any time during the term of this Agreement, MB OPS determines, in its sole discretion, that the Site is unsuitable for the PCS or Installation due to; (i) changes in local or state laws or regulations which adversely affect MB OPS' ability to operate; (ii) MB OPS' failure to obtain or maintain any license or permit incident to the operation of the PCS or Installation; (iii) any ruling, regulation or other action by the FCC which is

beyond the control of MB OPS; (iv) technical reasons, including but not limited to signal interference; (v) subsequent changes in system design; or (vi) economic reasons. Upon the expiration or earlier termination of this Agreement (pursuant to this Paragraph 12 or as otherwise permitted hereunder), MB OPS agrees to repair any damage to the Site caused by MB OPS during the term of this Agreement, ordinary wear and tear and damage from the elements excepted. Upon such expiration or earlier termination, all of the obligations of MB OPS hereunder shall cease and be of no further force and effect and Owner shall return to MB OPS any monies paid in advance by MB OPS.

13. Default. Owner shall have the right to terminate this Agreement if MB OPS fails to make any rental payment when due and does not cure such failure within ten (10) days of Owner's written notice thereof to MB OPS. In addition, either party shall have the right to terminate this Agreement (or to cure the default of the other party, and, in the case of MB OPS, offset the cost of such cure against next payments of rent due) on written notice to the other party if such party (i) fails to perform any other covenant for a period of thirty (30) days after receipt of written notice thereof; or (ii) commits a material breach of this Agreement and fails within thirty (30) days of written notice thereof to commence curing such breach and continuously and diligently pursuing such cure to its completion.

14. Site Testing. Owner acknowledges that MB OPS, at its option following full execution of this Agreement (or sooner upon the mutual agreement of Lessor and Lessee), may perform any title examinations, engineering surveys, structural analysis reports, or any other testing with respect to the Property which may be required in order for MB OPS to determine the suitability of the Site for its intended use. MB OPS may terminate this Agreement if any such test results render the Site unsuitable, in MB OPS's sole discretion, for its intended use hereunder.

15. Insurance. MB OPS agrees to maintain a public liability policy with limits of at least \$1,000,000.00 for bodily injury and at least \$1,000,000.00 for property damage, \$2,000,000.00 in the aggregate with a certificate of insurance to be furnished to the Owner upon request. Such policy will provide that cancellation will not occur without fifteen days prior written notice to the Owner.

16. Destruction or Condemnation. If the Property is damaged or destroyed by casualty or condemned such that MB OPS is unable to operate its Installation, then at any time after such occurrence, but prior to restoration of the Property, MB OPS may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If MB OPS chooses not to terminate this Agreement, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Site.

17. Confidential Information/Nondisclosure. Owner acknowledges and agrees that (a) information submitted by MB OPS concerning the equipment, methods of operation or business affairs of MB OPS (the "MB OPS Information") is proprietary and confidential and that the MB OPS Information was submitted to Owner solely for Owner's use and determination regarding this Agreement; (b) Owner will not disclose the MB OPS Information or any of the terms or conditions of this Agreement to any person or entity except on a need-to-know basis to such of Owner's professional advisors and consultants, including attorneys, accountants and bankers with whom Owner may choose to consult in connection with this Agreement; (c) Owner will not otherwise publish or transmit the MB OPS Information or any of the terms or conditions of this Agreement to any other persons except as required by applicable law or by order of a court of competent jurisdiction; and (d) if so required or ordered to disclose the MB OPS Information or any of the terms or conditions of this Agreement, will do so only after written notice is received by MB OPS at least two (2) business days prior to the time of such disclosure and shall be mutually agreed upon by MB OPS and Owner. Violation of the foregoing provisions by Owner shall constitute an Owner's default under this Agreement and shall entitle MB OPS to exercise one or more of the following remedies: (i) declare the lease to be terminated, (ii) recover damages from Owner, or (iii) seek such injunctive or other equitable relief as MB OPS deems necessary.

18. Collateral Assignment. Owner 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 MB OPS ("Lender"), whether now or hereafter existing in and to all MB OPS' right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide any Lender with a copy of any notice of default under this Agreement sent to MB OPS and allow Lender the opportunity to remedy or cure any default as provided for in this Agreement; and (c) agrees to recognize Lender as if Lender were MB OPS under this Agreement upon the written election of Lender so long as any existing default by MB OPS under this Agreement has been cured as provided thereunder.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) Neither party shall record this Agreement, but if requested by MB OPS, Owner agrees promptly to execute and deliver to MB OPS a recordable memorandum/notice of lease in the form attached to this Agreement; (d) This Agreement (including all Exhibits attached hereto) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) upon request, either party will provide an estoppel certificate to the other certifying, among other things, the existence of this Agreement and that it remains in full force and effect; (f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A-1, A-2, and B. The parties will execute and/or deliver, as required, any and all of the documents and/or information necessary to complete the Exhibits and record a Subordination and Non-Disturbance Agreement and the attached Memorandum of Lease.

SIGNED AS A SEALED INSTRUMENT.

OWNER: The First Baptist Church of Westwood

By: Robert E. Smith
Printed Name:
Its: Chairman
SSN/Tax No: Robert E. Smith
Address: 808 High Street, Westwood, MA 02090
Date: Nov. 5, 2000

OMNIPONT COMMUNICATIONS MB OPERATIONS, L.L.C.,
a Delaware limited liability company

By: Anne Patrick
Printed Name: Anne Patrick
Its: Technical Director
Address: 50 Vision Blvd. E. Providence, RI 02914
Date: 11/15/00

ADDENDUM TO PCS LEASE

This Addendum is attached to and made part of the PCS Lease (the "Lease") dated as of _____, 2000, by and between **THE FIRST BAPTIST CHURCH OF WESTWOOD**, ("Owner") and **OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC** ("MB OPS").

Without limiting the terms of the Lease, Owner and Tenant, intending to be legally bound, further agree as follows:

1) Paragraph 20 is added to the Lease as follows:

20. Term Increase. Upon the commencement of any Extension Term hereunder, Rent will be increased for each such Extension Term over the monthly or annual installment of rent payable during the preceding Extension Term by twenty percent (20%). For purposes hereof, the term "preceding period" shall mean, with respect to the first Extension Term, the Initial Term, and for each subsequent Extension Term, the preceding Extension Term.

2) Paragraph 2 of the Lease is deleted and replaced in its place the following:

2. Term. The term of this Agreement shall commence on the date MB OPS signs this Agreement, or if MB OPS signs first, the date Owner signs this Agreement ("Commencement Date"), and shall expire on the last day of the month containing the 5th year anniversary of the Rent Start Date (the "Initial Term"). The term of this Agreement will be automatically extended for two additional terms (each an "Extension Term") of five years each commencing on the day following the last day of the Initial Term, and, thereafter, on the day following the last day of the then-current Extension Term, unless MB OPS provides Owner notice of its intention not to extend not less than 90 days prior to the expiration of the Initial Term or the then-current Extension Term, as applicable.

*REC'D = 11/1/01
Initial Term expires 11/30/06*

3) Paragraph 12 of the Lease is deleted and replaced in its place the following:

12. Termination. MB OPS may terminate this Agreement prior to the expiration of the term, provided that all rent is then current and up to date, on ninety (90) days prior written notice to Owner which shall become effective on the date such notice is mailed if, at any time during the term of this Agreement, MB OPS determines, in its sole discretion, that the Site is unsuitable for the PCS or Installation due to; (i) changes in local or state laws or regulations which adversely affect MB OPS' ability to operate; (ii) MB OPS' failure to obtain or maintain any license or permit incident to the operation of the PCS or Installation; (iii) any ruling, regulation or other action by the FCC which is beyond the control of MB OPS; (iv) technical reasons, including but not limited to signal interference; (v) subsequent changes in system design; or (vi) economic reasons. Upon the expiration or earlier termination of this Agreement (pursuant to this Paragraph 12 or

as otherwise permitted hereunder), MB OPS agrees to remove its equipment and installation, repair any damage to the Site caused by MB OPS during the term of this Agreement, ordinary wear and tear and damage from the elements excepted. Upon such expiration or earlier termination, all of the obligations of MB OPS hereunder shall cease and be of no further force and effect, except such obligations as by their nature extend beyond such termination.

4) The following paragraph is added to end of paragraph 5 to the Lease:

Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, MB OPS may lease or license space on the support structure forming a part of the Site, in its equipment cabinets or elsewhere on the Site to a third party for installation of transmission, receiving or other types of equipment or facilities, whether similar or dissimilar to MB OPS's Installation, on such terms and conditions as MB OPS in its sole discretion, desires (a "Third Party Lease"); provided, however, that Owner shall receive as additional monthly rent under this Agreement, Eight Hundred dollars (\$800.00) per Third Party Lease, such additional rent may be paid to Owner directly from any third party which has entered into a Third Party Lease.

The foregoing shall not include any additions, capital contributions, alterations or expansions which MB OPS makes to MB OPS's Installation in connection with or as part of MB OPS's PCS, or revenues generated therefrom, subject to the terms of this Agreement.

5) Paragraph 21 is added to the Lease as follows:

21) MB OPS agrees to pay for all costs related to the permit process, design, and construction of the Site.

6) Paragraph 4 of the Lease is deleted in its entirety and is replaced with the following paragraph:

4. Representations and Warranties; Indemnity. Owner represents, warrants and covenants that:

- (i) it has the requisite authority to enter into this Agreement;
- (ii) it has not entered into any agreement with any third party which would preclude or limit the performance of its obligations under this Agreement;
- (iii) it has not dealt with, nor is any commission due to, any broker in connection with this Agreement;
- (iv) it owns the Property in fee simple and has the right to grant access to, and use of, the Site;

(v) it shall provide to MB OPS quiet and peaceful enjoyment and exclusive use and possession of the Site;

(vi) Owner shall make good faith efforts in complying with all laws, regulations, rules, statutes, and ordinances of any and all governmental authorities having jurisdiction thereover and;

(vii) that there is no substance, chemical or waste (collectively, "hazardous materials") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall be solely responsible for the prompt removal of all hazardous materials from (and the subsequent restoration of) the Property, except as the same are introduced into the Site by MB OPS's operations.

7) Paragraph 8 of the Lease is deleted in its entirety and is replaced with the following:

8. Compliance with Laws. Owner shall make good faith efforts to assure that the Property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. MB OPS will substantially comply with all applicable laws relating to its possession and use of the Site.

8) Paragraph 10 of the Lease is amended as follows:

In addition to its obligations set forth in Paragraph 10 of the Lease, MB OPS agrees to pay any portion of real property taxes which may be assessed upon the Site as a direct cause of MB OPS's Installation. Owner shall provide to MB OPS a copy of its tax bill for the Property along with reasonable documentation of such assessment within a timely manner. MB OPS shall be entitled to appeal any such increase in real property taxes payable by it. Owner shall cooperate with any appeal of such taxes and shall promptly pay, when due, all real property taxes levied against the Property so as to preserve MB OPS's rights to pursue an abatement of such taxes.

9) Paragraph 22 is added to the Lease:

22. MB OPS agrees to utilize the flag pole design and underground utilities in installing its equipment, as depicted in exhibit A-2. MB OPS further agrees to install an American Flag at the flag pole and installs sufficient lighting as agreed between Owner and MB OPS, as long as such lighting is permitted by the local zoning rules and regulations.

10) Paragraph 23 is added to the Lease:

23. In the event that Owner signs on or before November 14, 2000, MB OPS agrees to pay owner a signing bonus in the amount of \$1,500.00

11) Paragraph 24 is added to the Lease:

24. MB OPS agrees to indemnify and hold harmless Owner from all direct damages, losses, costs and expenses, including reasonable attorney's fees, incurred by Owner to the extent resulting from injury (including death) or damage to persons or property occurring on the equipment and facilities installed pursuant to this Lease, or caused by MB OPS's use of the Property or installation of such equipment and facilities, except for claims arising out of Owner's negligence or intentional misconduct.

12) Paragraph 25 is added to the Lease:

25. MB OPS agrees that all facilities and equipment installed pursuant to this lease shall be at its sole risk.

13) Paragraph 17 of the Lease is deleted in its entirety.

In the event of a conflict between this Lease and this Addendum, this Addendum shall control. All terms and conditions in the Lease and Exhibits thereto which are not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, Owner and MB OPS have caused this Addendum to be duly executed as of the date of the Lease.

OWNER: The First Baptist Church of Westwood

By: Robert E. Smith

Title: Chairman

Date: Nov. 5, 2000

MB OPS: Omnipoint Communications MB Operations, LLC

By: Anne Patrick

Title: Technical Director

Date: 11/15/00

SECOND AMENDMENT TO PCS LEASE
(BU 822171)

THIS SECOND AMENDMENT TO PCS LEASE ("Second Amendment") is made effective this 12th day of November, 2013, by and between THE FIRST BAPTIST CHURCH OF WESTWOOD, a Massachusetts religious association ("Owner"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney-in-Fact CCTMO LLC, a Delaware limited liability company ("T-Mobile USA Tower").

WHEREAS, Owner and Omnipoint Communications MB Operations, LLC, a Delaware limited liability company ("Omnipoint"), entered into a PCS Lease dated November 15, 2000 (as amended and assigned, the "Agreement"), whereby Owner leased to Omnipoint a portion of land being described as a 30 feet by 40 feet (1,200 square feet) portion of that property (said leased portion being the "Site") located at 808 High Street (Tax Parcel #WOOO-000014-000000-000140T), Westwood, Norfolk County, Commonwealth of Massachusetts, and being further described in that instrument recorded in Book 4119, Page 126 in the Norfolk County Registry of Deeds ("Registry"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Owner and Omnipoint entered into an Addendum to PCS Lease ("First Amendment") on the same date as the Agreement; and

WHEREAS, T-Mobile USA Tower is the successor in interest to Omnipoint; and

WHEREAS, the Agreement has an original term, including all Extension Terms (as defined in the Agreement), that will expire on November 30, 2016 ("Original Term"), and Owner and T-Mobile USA Tower now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and T-Mobile USA Tower agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference. "MB OPS" shall be replaced throughout the Agreement with "T-Mobile USA Tower".

2. Section 2 of the Agreement is amended by replacing "two" with "ten (10)", thereby adding eight (8) additional five (5)-year Extension Terms to the Agreement beyond the Original Term, and extending its total term to November 30, 2056, unless sooner terminated as provided in the Agreement.

3. Because there are several conflicting dates for the Rent Start Date and the expiration date of the Initial Term, the parties hereby agree that notwithstanding anything in the Agreement to the contrary, the Rent Start Date was November 1, 2001, and the expiration date of the Initial Term was November 30, 2006.

4. Section 6 of the Agreement is amended by supplementing T-Mobile USA Tower's notice address and inserting the following:

Site Name: BO391/1st BaptistWestWd
BU: 822171
PPAB 2211761v2

T-Mobile USA Tower: T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317-8564

5. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

5. Assignment/Subletting. This Agreement and T-Mobile USA Tower's rights hereunder may be sold, assigned or transferred by T-Mobile USA Tower to any party without any prior approval or consent of Owner. Notice of such transfer shall be made to Owner pursuant to terms of this Agreement. Upon such assignment, so long as T-Mobile USA Tower's assignee has assumed all of T-Mobile USA Tower's obligations under this Agreement, T-Mobile USA Tower shall be relieved of all future obligations under this Agreement. T-Mobile USA Tower may sublet the Site, but shall remain fully liable to Owner under this Agreement.

MetroPCS Massachusetts LLC, a Delaware limited liability company, agrees to pay to Owner Eight Hundred Dollars (\$800.00) per month in addition to the base rent paid to Owner by T-Mobile USA Tower. In addition to the rent currently paid by T-Mobile USA Tower to Owner pursuant to this Agreement, as further consideration for the right to exclusively use and lease the Site, if T-Mobile USA Tower subleases, licenses or grants a similar right of use or occupancy in the Site to an unaffiliated third party not already a subtenant on the Site as of the date of full execution of the Second Amendment to this Agreement (each a "Future Subtenant"), T-Mobile USA Tower agrees to pay to Owner (i) forty percent (40%) of the rental, license or similar payments actually received by T-Mobile USA Tower from the first Future Subtenant; (ii) forty-five percent (45%) of the rental, license or similar payments actually received by T-Mobile USA Tower from the second Future Subtenant; and (iii) fifty percent (50%) of the rental, license or similar payments actually received by T-Mobile USA Tower from such first Future Subtenant ("Additional Rent"). In calculating the Additional Rent due to Owner, the amount received by T-Mobile USA Tower from any Future Subtenant shall first be reduced by any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by T-Mobile USA Tower as to said Future Subtenant. Payments by T-Mobile USA Tower to Owner shall be made within thirty (30) days after receipt of said payments by T-Mobile USA Tower from each Future Subtenant. T-Mobile USA Tower shall have no obligation for payment to Owner of such share of rental, license or similar payments if not actually received by T-Mobile USA Tower. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Agreement. T-Mobile USA Tower shall have sole discretion as to whether, and on what terms, to sublease, license, or otherwise allow occupancy of the Site and

there shall be no express or implied obligation for T-Mobile USA Tower to do so. Owner acknowledges that Owner shall have no recourse against T-Mobile USA Tower as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Site prior to execution of the Second Amendment to this Agreement shall be expressly excluded from the Additional Rent and Owner shall have no right to receive any portion of such revenue.

6. Section 12 of the Agreement is amended by adding the following to the end thereto:

If T-Mobile USA Tower terminates this Agreement in accordance with this Section 12, T-Mobile USA Tower shall continue to pay Rent according to the terms of this Agreement, including any escalations, to Owner for a period of five (5) years from the date of such termination. T-Mobile USA Tower may in its sole discretion, pay the entire amount of said Rent due to Owner on or before the date of termination, or pay any remaining amount of said Rent due to Owner in one lump sum after the termination date.

7. Section 22 of the Agreement is amended by adding the following to the end thereto:

T-Mobile USA Tower will replace the American Flag upon the earlier of (a) every six (6) months or (b) when it becomes damaged or worn.

8. The Agreement is amended by adding a new Section 26 to the end thereto:

26. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in this Agreement, or an option for any of the foregoing, Owner shall provide written notice to T-Mobile USA Tower of said offer, and T-Mobile USA Tower shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine T-Mobile USA Tower's possessory or economic interest in the Site. If Owner's notice covers portions of Owner's parent parcel beyond the Site, T-Mobile USA Tower may elect to acquire an interest in only the Site, and the consideration shall be pro-rated on an acreage basis. Owner'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 Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due

diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If T-Mobile USA Tower does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If T-Mobile USA Tower declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and T-Mobile USA Tower's right of first refusal shall survive any such conveyance. T-Mobile USA Tower 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 this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after T-Mobile USA Tower's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

9. As additional consideration for amending the Agreement in accordance with this Second Amendment, T-Mobile USA Tower agrees to pay to Owner \$10,000.00 for executing and delivering this Second Amendment to T-Mobile USA Tower within thirty (30) days of receipt of the final executable Second Amendment (the "Expedite Fee"). Owner understands that time is of the essence, and if this Second Amendment is not signed by Owner and delivered by Owner T-Mobile USA Tower within the specified time period, Owner forfeits the Expedite Fee. The Expedite Fee is a one-time payment due and payable within sixty (60) days of the full execution of this Second Amendment subject to the terms hereof.

10. If requested by T-Mobile USA Tower, Owner will execute, at T-Mobile USA Tower's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by T-Mobile USA Tower in T-Mobile USA Tower's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by T-Mobile USA Tower. In furtherance of the foregoing, Owner hereby appoints T-Mobile USA Tower as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

11. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to T-Mobile USA Tower as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this Second Amendment and to performs all of Owner's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Owner owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights

of T-Mobile USA Tower arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon T-Mobile USA Tower's request, Owner shall discharge and cause to be released (or, if approved by T-Mobile USA Tower, subordinated to T-Mobile USA Tower's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

(d) Upon T-Mobile USA Tower's request, Owner shall cure any defect in Owner's title to the Site which in the reasonable opinion of T-Mobile USA Tower has or may have an adverse effect on T-Mobile USA Tower's use or possession of the Site.

(e) T-Mobile USA Tower is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by T-Mobile USA Tower under the Agreement.

(f) Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by T-Mobile USA Tower to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure T-Mobile USA Tower's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

12. Representations, Warranties, and Covenants of T-Mobile USA Tower. T-Mobile USA Tower represents, warrants and covenants to Owner that T-Mobile USA Tower is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of T-Mobile USA Tower's obligations under the Agreement as amended hereby.

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

14. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. This Second Amendment supersedes that certain Letter Agreement by and between Owner and T-Mobile USA Tower dated September 30, 2013, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Second Amendment, the terms and conditions in this Second Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

Site Name: BO391/1st BaptistWestWd
BU: 822171
PPAB 2211761v2

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

OWNER:

The First Baptist Church of Westwood,
a Massachusetts religious association

By: Robert M. Folsom (SEAL)
Print Name: Robert M. Folsom
Title: Moderator

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

T-MOBILE USA TOWER:

T-Mobile USA Tower LLC,
a Delaware limited liability company

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

By: _____ (SEAL)
Print Name: _____
Title: _____

Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, TX 77057

Tax Map #: WWO0-000014-000000-000140T

MEMORANDUM OF SECOND AMENDMENT TO PCS LEASE

THIS MEMORANDUM OF SECOND AMENDMENT TO PCS LEASE (“Amended Memorandum”) is made effective this ____ day of _____, 2013, by and between **THE FIRST BAPTIST CHURCH OF WESTWOOD**, a Massachusetts religious association (“Owner”), with a mailing address of 808 High Street, Westwood, Massachusetts 02090, and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by and through its Attorney-in-Fact CCTMO LLC, a Delaware limited liability company, (“T-Mobile USA Tower”), with a mailing address of c/o Crown Castle USA Inc. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Owner and Omnipoint Communications MB Operations, LLC, a Delaware limited liability company (“Omnipoint”), entered into a PCS Lease dated November 15, 2000 (as amended and assigned, the “Agreement”), whereby Owner leased to Omnipoint a portion of land being described as a 30 feet by 40 feet (1,200 square feet) portion of that property (said leased portion being the “Site”) located at 808 High Street (Tax Parcel #WWOO-000014-000000-000140T), Westwood, Norfolk County, Commonwealth of Massachusetts, and being further described in that instrument recorded in Book 4119, Page 126 in the Norfolk County Registry of Deeds (“Registry”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Owner and Omnipoint entered into an Addendum to PCS Lease (“First Amendment”) on the same date as the Agreement; and

WHEREAS, T-Mobile USA Tower is the successor in interest to Omnipoint; and

WHEREAS, the Agreement has an original term, including all Extension Terms (as defined in the Agreement), that will expire on November 30, 2016 (“Original Term”), and Owner and T-Mobile USA Tower now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes; and

Site Name: BO391/1st BaptistWestWd
BU: 822171
PPAB 2211761v2

WHEREAS, Owner and T-Mobile USA Tower made and entered into a Second Amendment to PCS Lease of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Owner does hereby lease unto T-Mobile USA Tower, its successors and assigns, the Site for eight (8) additional five (5) year Extension Terms beyond the Original Term, such that the Original Term and all Extension Terms of the Agreement may last for a term of fifty-five (55) years, expiring on November 30, 2056, unless sooner terminated as provided in the Agreement.

2. Notwithstanding anything in the Agreement to the contrary, the parties agree the commencement date of the Agreement is November 1, 2001, and the expiration date of the Initial Term (as defined in the Agreement) is November 30, 2006.

3. The Site is that 1,200 square feet portion of property being Tax Parcel #W000-000014-000000-000140T and located at 808 High Street, Westwood, Norfolk County, Commonwealth of Massachusetts. The parent parcel on which the Site is located is described in that instrument recorded in Book 4119, Page 126 in the Registry.

4. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to T-Mobile USA Tower of said offer, and T-Mobile USA Tower shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine T-Mobile USA Tower's possessory or economic interest in the Site. The details of the right of first refusal granted to T-Mobile USA Tower in the Second Amendment are provided in detail in the Second Amendment.

5. If requested by T-Mobile USA Tower, Owner will execute, at T-Mobile USA Tower's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by T-Mobile USA Tower in T-Mobile USA Tower's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by T-Mobile USA Tower. In furtherance of the foregoing, Owner hereby appoints T-Mobile USA Tower as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

6. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment

for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

OWNER:

The First Baptist Church of Westwood,
a Massachusetts religious association

By: Robert M. Folsom (SEAL)
Print Name: Robert M. Folsom
Title: Moderator

State/Commonwealth of Massachusetts

County of Norfolk, ss

On this 12 day of November, 2013, before me, the undersigned notary public, personally appeared Robert M. Folsom, Moderator, of The First Baptist Church of Westwood, a Massachusetts religious association, and proved to me through satisfactory evidence of identification, Massachusetts Drivers License [form of identification], to be the person/people whose name(s) is/are signed on the attached Memorandum of Second Amendment to PCS Lease, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Victoria M. DeVoy
_____, Notary Public
My Commission Expires: July 30, 2015

[affix stamp or seal]

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

T-MOBILE USA TOWER:

T-Mobile USA Tower LLC,
a Delaware limited liability company,

By: CCTMO LLC,
a Delaware limited liability company,
its attorney-in-fact

By: _____ (SEAL)
Print Name: _____
Title: _____

State/Commonwealth of _____

County of _____, ss

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared _____, _____, of CCTMO LLC, a Delaware limited liability company, as Attorney-in-Fact for T-Mobile USA Tower LLC, a Delaware limited liability company, and proved to me through satisfactory evidence of identification, _____ [form of identification], to be the person/people whose name(s) is/are signed on the attached Memorandum of Second Amendment to PCS Lease, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

_____, Notary Public
My Commission Expires: _____

[affix stamp or seal]

THIRD AMENDMENT TO PCS LEASE
(BU 822717)

THIS THIRD AMENDMENT TO PCS LEASE ("Third Amendment") is made effective this ____ day of _____, 2019, by and between THE FIRST BAPTIST CHURCH OF WESTWOOD, a Massachusetts religious association ("Owner"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("T-Mobile USA Tower"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Owner and Omnipoint Communications MB Operations, LLC, a Delaware limited liability company ("Omnipoint"), entered into a PCS Lease dated November 15, 2000 (as amended and assigned, the "Agreement") whereby Owner leased to Omnipoint a portion of land being described as a 1,200 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Site") located at 808 High Street (Tax Parcel #00001135), Westwood, Norfolk County, State of Massachusetts, and being further described in Book 4119, Page 126 in the Norfolk County Registry of Deeds ("Registry"). A memorandum of the Agreement is recorded in the Registry in Book 16048, Page 230; and

WHEREAS, Owner and Omnipoint entered into an Addendum to PCS Lease ("First Amendment") on the same date as the Agreement; and

WHEREAS, T-Mobile USA Tower is the successor in interest to Omnipoint; and

WHEREAS, T-Mobile USA Tower and Owner entered into that Second Amendment to PCS Lease dated November 15, 2013, which extended the term to November 30, 2056, and granted to T-Mobile USA Tower a right of first refusal, among other changes, a memorandum of which is recorded in Book 32064, Page 9928 in the Registry; and

WHEREAS, the term of the Agreement commenced on November 15, 2000, and has an original term, including all Extension Terms (as defined in the Agreement), that will expire on November 30, 2056 ("Original Term"), and Owner and T-Mobile USA Tower now desire to amend the terms of the Agreement in accordance with the terms below.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and T-Mobile USA Tower agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Third Amendment are incorporated herein by this reference.

2. Section 22 of the Agreement is deleted in its entirety and replaced with the following:

22. T-Mobile USA Tower agrees to remove the existing flagpole tower and replace it with a monopole; provided, however, in the event that T-Mobile USA Tower is unable to obtain the necessary approvals to replace the flagpole with a monopole designed tower, the flagpole can continue to be used as the tower

structure. In the event the flagpole continues to be used, T-Mobile USA Tower will be responsible for replacing the flag in the event it is damaged or destroyed.

The parties agree that Exhibit A-2 of the Agreement is deleted in its entirety.

3. T-Mobile USA Tower reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. T-Mobile USA Tower shall be permitted to attach the Survey as an exhibit to this Third Amendment, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment. If requested by T-Mobile USA Tower, Owner agrees to enter into a memorandum of this Third Amendment to which the Survey will be attached.

4. Section 5 of the Agreement is amended by deleting T-Mobile USA Tower's notice address and inserting the following:

T-Mobile USA Tower	T-Mobile USA Tower LLC c/o CCTMO LLC Attn: Legal Department 2000 Corporate Drive Canonsburg, PA 15317
--------------------	---

With a Copy To:	T-Mobile USA Tower LLC 12920 S.E. 38th Street Bellevue, Washington 98006 Attn: Leasing Administration
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5. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to T-Mobile USA Tower as follows:

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

(b) T-Mobile USA Tower is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by T-Mobile USA Tower under the Agreement.

(c) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure T-Mobile USA Tower's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

(d) Owner acknowledges that the Site, as defined, shall include any portion of Owner's property on which communications facilities or other T-Mobile USA Tower improvements exist on the date of this Third Amendment.

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

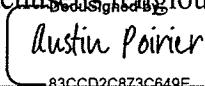
7. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent with this Third Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Owner and T-Mobile USA Tower, and their personal representatives, heirs, successors and assigns. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Third Amendment to be duly executed on the day and year first written above.

OWNER:

The First Baptist Church of Westwood,
a Massachusetts religious association

By:  (SEAL)
Print Name: Austin Poirier
Title: Trustee

IN WITNESS WHEREOF, Owner and T-Mobile USA Tower have signed this instrument under seal, and have caused this Third Amendment to be duly executed on the day and year first written above.

T-MOBILE USA TOWER:

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

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

By: _____(SEAL)

Print Name: _____

Title: _____