

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)

This First Amendment to Communications Site Lease Agreement (Building) ("**First Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Village of Croton-on-Hudson ("**Landlord**") and T-Mobile Northeast LLC, successor-in-interest to Omnipoint Communications, Inc. ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant entered into an Agreement on June 27, 2007, (the "**Agreement**") regarding the premises located at One Van Wyck Street, Croton-on-Hudson, New York (the "**Premises**"), and

Landlord and Tenant desire to amend the Agreement on the terms and conditions set forth herein.

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. Upon expiration of the current Renewal Term on March 12, 2028, Tenant shall have the right to renew the term of the Agreement for up to three (3) additional five (5) year periods (each an "Additional Renewal Term), without further action by Tenant, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Tenant provides Landlord with written notice of its intention not to renew at least ninety (90) days prior to the expiration of the then current Renewal Term or Additional Renewal Term.
2. Effective March 13, 2028, Tenant shall pay Landlord THREE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$3,950.00) per month ("Rent"). Rent shall then increase at a rate equal to two percent (2%) annually thereafter.
3. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Unless otherwise defined herein, capitalized terms used in this First Amendment have the same meanings as they are given in the Agreement.
4. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
5. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
6. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has been either obtained or is not required with respect to the execution of this First Amendment.
7. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LANDLORD

TENANT

Village of Croton-on-Hudson

T-Mobile Northeast LLC

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Site Number: NY09077A
Site Name: Croton
Market: NY-BTA