

CELLULAR ONE

October 22, 2013

Dear Lessor:

Enclosed please find a "Consent to Assignment" relating to our existing lease relationship. Please sign and return this document to the address listed below, directed to my attention. Should you have any questions, please contact our Vice President of Finance and Planning, Angela Tufte, at 610-535-6904. Thank you for your prompt attention to this matter.

Sincerely,



Michael J. Kerin, CTP
Director of Cash and Property Management
MTPCS, LLC d/b/a Cellular One
1170 Devon Park Drive, Suite 104
Wayne, PA 19087

Encl.



CONSENT TO ASSIGNMENT

The City of Billings, Montana, a government entity with an address at P.O. Box 1178, Billings MT 59103, on its own behalf and on behalf of its wholly-owned or indirect subsidiaries ("*Lessor*"), hereby consents to the assignment ("*Assignment*") of the rights, title, and interest of **MTPCS, LLC**, a Delaware limited liability company having an address at 1170 Devon Park Drive, Suite 104, Wayne PA 19087 ("*Assignor*") in and to that certain site agreement attached hereto as Exhibit A ("*Site Agreement*"), and the assumption of the obligations and liabilities thereunder accruing from and after the date of the Assignment (the "*Assignment Date*") by, Cedar TowerCo, LLC, a Delaware limited liability company with an address at 1170 Devon Park Drive, Suite 104, Wayne PA 19087 ("*Assignee*"); subject to the satisfaction of the following conditions:

1. Conditions.

- a) Authority. The Parties each hereby represent that all necessary authorizations required for the execution of this instrument have been given and that each of the undersigned representatives has been duly authorized to execute this instrument and bind the party for which it signs.
- b) Assumption. Immediately upon the Assignment from Assignor to Assignee, Assignee assumes Assignor's duties and obligations under the Site Agreement, whether now existing or hereafter arising, and agrees that this assumption establishes, for the benefit of Lessor, privity of contract between Lessor and Assignee.
- c) No Further Agreement. Lessor's consent to this Assignment shall not be deemed consent to any future assignment or transfer of the Site Agreement.

2. Release. The parties hereto agree that subject to the satisfaction of the conditions set forth in paragraph 1 of this instrument, Assignor shall have no further obligations or liabilities accruing under the Site Agreement after the Assignment Date, and that notwithstanding anything in the Site Agreement to the contrary, Lessor hereby releases Assignor from all obligations and liabilities accruing under the Site Agreement after the Assignment Date, it being expressly reserved unto Lessor the right to enforce all of the Assignor's obligations and liabilities under the Site Agreement that have accrued on or prior to the Assignment Date. Notwithstanding anything herein to the contrary, nothing herein shall release Assignor from its obligations and liabilities under the MLA or Site Agreement to the extent such obligations and liabilities arose or accrued prior to the Assignment Date.

3. No Default. Lessor agrees that Assignor is not currently in default under the Site Agreement, nor does any condition exist which, with the passage of time alone, could constitute a default under the Site Agreement.

4. Notices. The Site Agreement is modified to provide that as of the Assignment Date, the notice address of the Lessee, Licensee or Sublessee, as applicable, is as follows:

Cedar TowerCo, LLC
1170 Devon Park Dr.
Suite 104
Wayne, PA 19087

5. Miscellaneous.

- a) This agreement will be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
- b) The parties agree that a scanned or electronically reproduced copy or image of this executed instrument 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 hereof.

6. Counterparts. This instrument may be executed by facsimile or electronically transmitted signature, and in counterparts, each of which shall be deemed an original and all of which together will constitute the same instrument.

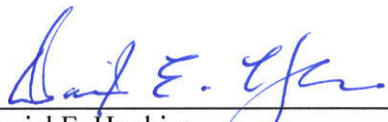
[Signatures are set forth on next page.]

IN WITNESS WHEREOF, the parties hereto have caused execution of this Consent by their duly authorized representatives as of the last signature date hereof.

THE CITY OF BILLINGS, MONTANA, on its own behalf and on behalf of its wholly-owned direct and indirect subsidiaries

By: _____
Printed Name: _____
Title: _____
Signature Date: _____

MTPCS, LLC:

By:  _____
Printed Name: Daniel E. Hopkins
Title: Executive Vice President and Chief Financial Officer
Signature Date: October 23, 2013

CEDAR TOWERCO, LLC:

By: _____
Printed Name: _____
Title: _____
Signature Date: _____

EXHIBIT A

1. **South Billings:** Commercial Ground Lease for Use as a Communications Equipment Site by and between the City of Billings, Montana, and MTPCS, LLC as assignee of 3 Rivers Wireless d/b/a 3 Rivers PCS Incorporated, dated April 9, 2001.