

## FIRST AMENDMENT TO THE LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LAND LEASE AGREEMENT ("Amendment") is entered as of the later of the signature dates below by and between the Town of Falmouth, a municipal corporation ("Landlord") and TowerCo 2013 LLC, a Delaware limited liability company ("Tenant").

### RECITALS

A. Whereas, Landlord and Tenant are parties to that certain Land Lease Agreement dated December 9, 2014, which is in full force and effect (the "Agreement");

B. Whereas, the Agreement was assigned by New Cingular Wireless PCS, LLC ("AT&T") to Tenant on September 10, 2015 by that certain Assignment of Land Lease Agreement between AT&T and Tenant;

C. Whereas, Landlord and Tenant agree to modify the Rent Commencement Date per Section 4 (a) of the Agreement;

D. Whereas Tenant agrees to pay Landlord Five Thousand Dollars in two installments of Two Thousand Five Hundred Dollars, the first installment being due to Landlord upon execution of this Amendment and the second installment due to Landlord upon the earlier of the date of commencement of construction of the Communication Facility or July 1, 2016; and

E. Whereas, Landlord and Tenant agree that Tenant shall have the right to substitute New Cingular Wireless or AT&T as the original wireless provider of the Communication Facility with another national wireless provider such as Verizon Wireless, T-Mobile PCS or Sprint PCS.


NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Section 4 (a) of the Agreement is hereby modified by replacing "January 1, 2016" with "January 1, 2017" thereby modifying the definition of "Rent Commencement Date".
2. Section 3(a) of the Agreement is hereby modified to replace both instances of "Effective Date" with "Rent Commencement Date."
3. **Agreement in Full Force.** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.
4. **Counterparts.** This Amendment may be executed in one or more counterparts which shall be construed together as one document.


5. **Successors and Assigns.** Upon full execution by Landlord and Tenant, this Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.
  
6. **Recitals.** The recitals at the beginning of this Amendment are incorporated in and made a part of this Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the later of the signature dates below.

**Landlord:**  
**Town of Falmouth, a municipal corporation**

By:   
Name: Nathan A. Poore  
Title: Town Manager  
Date: December 23, 2015

**LICENSEE:**  
**TowerCo 2013 LLC, a Delaware limited liability corporation**

By:   
Name: Daniel Hunt  
Title: CFO  
Date: 12/29/2015