

SECOND AMENDMENT TO THE LAND LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LAND LEASE AGREEMENT (“Second 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, as amended on December 29, 2015, 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.

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, 2017” with “April 1, 2017” thereby modifying the definition of “Rent Commencement”.
2. **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 Second 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.
3. **Counterparts.** This Second Amendment may be executed in one or more counterparts which shall be construed together as one document.
4. **Successors and Assigns.** Upon full execution by Licensee and Licensor, this Second 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.
5. **Recitals.** The recitals at the beginning of this Second Amendment are incorporated in and made a part of this Amendment.

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

Landlord:
Town of Falmouth, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:
TowerCo 2013 LLC, a Delaware limited liability corporation

By: _____

Name: Daniel Hunt

Title: CFO

Date: _____