

THE FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Indian River County, FL** ("**Landlord**") and **GTP Towers I, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain License Agreement dated November 4, 2008 (as the same may have been amended from time to time, collectively, the "**License**"), pursuant to which the Tenant licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the License (such portion of the Parent Parcel so licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the License to extend the term thereof and to otherwise modify the License as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Ten Thousand and No/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 30, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **License Term Extended.** Notwithstanding anything to the contrary contained in the License or this Amendment, the Parties agree the License originally commenced on November 18, 2008 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the License (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the License is otherwise scheduled to expire on November 17, 2038. In addition to any Existing Renewal Term(s), the License is hereby amended to provide Tenant with the option to extend the License for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the License, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the License at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this License only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to

“Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of License in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the **“Memorandum”**) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the License (the **“Rent”**) shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the License, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the License and this Amendment shall be paid to **Indian River County**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the License and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer and desires to : (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Licensed Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a **“Third Party Competitor”**) or (ii) assign all or any portion of Landlord’s interest in the License to a Third Party Competitor (any such offer, the **“Offer”**), Tenant shall have the right, exercisable in Tenant’s sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant’s right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the License, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Licensed Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Licensed Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the License, as amended and modified by this Amendment. The

representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1801 27th Street, Vero Beach, FL 32960; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the License and in this Amendment, the License and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Licensed Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Indian River County, FL

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

GTP Towers I, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the License and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Licensed Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Indian River, State of Florida, and being known as
Indian River County APN: 32-39-04-00000-3000-00001.0

AND BEING a portion of the same property conveyed to Board of County Commissioners of Indian River County, a political subdivision of the State of Florida from Trustees of the Internal Improvement Fund of the State of Florida by Warranty Deed dated March 07, 1967 and recorded March 22, 1967 in Deed Book 251, Page 265.

Tax Parcel No. 32-39-04-00000-3000-00001.0

EXHIBIT A (Continued)

LICENSED PREMISES

Tenant shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Tenant.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Tenant in the License; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A portion of the South line one Half of the Southwest One Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1087.65 feet; thence departing said South line, North 00° 00' 14" West, a distance of 1168.49 feet to the POINT OF BEGINNING; thence North 10° 00' 22" East, a distance of 30.00 feet; thence South 79° 59' 38" East, a distance of 328.16 feet; thence North 39° 59' 39" East, a distance of 328.16 feet; thence South 50° 00' 21" East, a distance of 30.00 feet; thence South 39° 59' 39" West, a distance of 328.16 feet; thence South 20° 01' 09" East, a distance of 328.16 feet; thence South 59° 58' 51" West, a distance of 30.00 feet; thence North 20° 01' 09" West, a distance of 328.17 feet; thence North 79° 59' 38" West, a distance of 328.17 feet to the POINT OF BEGINNING.

Containing 0.6869 acres or 29924 square feet, more or less.

AND BEING a portion of the same property conveyed to Board of County Commissioners of Indian River County, a political subdivision of the State of Florida from Trustees of the Internal Improvement Fund of the State of Florida by Warranty Deed dated March 07, 1967 and recorded March 22, 1967 in Deed Book 251, Page 265.

Tax Parcel No. 32-39-04-00000-3000-00001.0

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way including but not limited to:

A portion of the South One Half of the Southwest one Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1407.28 feet; thence departing said South line, North 18° 08' 45" West, a distance of 42.09 feet to the North right of way line of Hobart Road (77th Street) and the POINT OF BEGINNING; thence continue North 18° 08' 45" West, a distance of 956.23 feet; thence North 51° 01' 13" East, a distance of 293.00 feet; thence South 59° 36' 18" East, a distance of 48.40 feet; thence North 67° 43' 04" East, a distance of 20.00 feet; thence South 22° 16' 56" East, a distance of 20.00 feet; thence South 67° 43' 04" West, a distance of 29.90 feet; thence North 59° 36' 18" West, a distance of 44.46 feet; thence South 51° 01' 13" West, a distance of 265.37 feet; thence South 18° 08' 45" East, a distance of 949.00 feet to the aforesaid North right of way line of Hobart Road (77th Street); thence North 90° 00' 00" West, along said North right of way line, a distance of 21.05 feet to the POINT OF BEGINNING.

Containing 0.5983 acres or 26063 square feet, more or less.

UTILITY

A portion of the South one Half of the Southwest one Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1388.07 feet; thence departing said South line, North 00° 00' 14" West, a distance of 1193.82 feet to the POINT OF BEGINNING; thence North 10° 22' 05" West, a distance of 154.58 feet; thence North 79° 37' 55" East, a distance of 8.00 feet; thence South 10° 22' 05" East, a distance of 152.86 feet; thence South 67° 37' 34" West, a distance of 8.18 feet to the POINT OF BEGINNING.

Containing 0.0282 acres or 1229 square feet, more or less.

EXHIBIT B

FORM OF MEMORANDUM OF LICENSE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher Flammer, Esq.
ATC Site No: 370764
ATC Site Name: Vero Beach Ring, FL
Assessor's Parcel No(s): 31-39-33-00000-5000-00003-0

Prior Recorded License Reference:

Book 2390, Page 1953
State of Florida
County of Indian River

MEMORANDUM OF LICENSE

This Memorandum of License (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **Indian River County, FL ("Landlord")** and **GTP Towers I, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the License (as defined and described below) for the purpose of recording and giving notice of the existence of said License. To the extent that notice of such License has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and License.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain License Agreement dated November 4, 2008 (as the same may have been amended from time to time, collectively, the "**License**"), pursuant to which the Tenant licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the License (such portion of the Parent Parcel so licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the License, and assuming the exercise by Tenant of all renewal options contained in the License, the final expiration date of the License would be November 17, 2053. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the License.
3. **Licensed Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the License, to cause an as-built survey of the Licensed Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Licensed Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the License.

4. **Right of First Refusal.** There is a right of first refusal in the License.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the License. In the event of a conflict between this Memorandum and the License, the License shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1801 27th Street, Vero Beach, FL 32960; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Licensed Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Indian River County, FL

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

GTP Towers I, LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the License and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Licensed Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Indian River, State of Florida, and being known as
Indian River County APN: 32-39-04-00000-3000-00001.0

AND BEING a portion of the same property conveyed to Board of County Commissioners of Indian River County, a political subdivision of the State of Florida from Trustees of the Internal Improvement Fund of the State of Florida by Warranty Deed dated March 07, 1967 and recorded March 22, 1967 in Deed Book 251, Page 265.

Tax Parcel No. 32-39-04-00000-3000-00001.0

EXHIBIT A (Continued)

LICENSED PREMISES

Tenant shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Tenant.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Tenant in the License; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A portion of the South line one Half of the Southwest One Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1087.65 feet; thence departing said South line, North 00° 00' 14" West, a distance of 1168.49 feet to the POINT OF BEGINNING; thence North 10° 00' 22" East, a distance of 30.00 feet; thence South 79° 59' 38" East, a distance of 328.16 feet; thence North 39° 59' 39" East, a distance of 328.16 feet; thence South 50° 00' 21" East, a distance of 30.00 feet; thence South 39° 59' 39" West, a distance of 328.16 feet; thence South 20° 01' 09" East, a distance of 328.16 feet; thence South 59° 58' 51" West, a distance of 30.00 feet; thence North 20° 01' 09" West, a distance of 328.17 feet; thence North 79° 59' 38" West, a distance of 328.17 feet to the POINT OF BEGINNING.

Containing 0.6869 acres or 29924 square feet, more or less.

AND BEING a portion of the same property conveyed to Board of County Commissioners of Indian River County, a political subdivision of the State of Florida from Trustees of the Internal Improvement Fund of the State of Florida by Warranty Deed dated March 07, 1967 and recorded March 22, 1967 in Deed Book 251, Page 265.

Tax Parcel No. 32-39-04-00000-3000-00001.0

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way including but not limited to:

A portion of the South One Half of the Southwest one Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1407.28 feet; thence departing said South line, North 18° 08' 45" West, a distance of 42.09 feet to the North right of way line of Hobart Road (77th Street) and the POINT OF BEGINNING; thence continue North 18° 08' 45" West, a distance of 956.23 feet; thence North 51° 01' 13" East, a distance of 293.00 feet; thence South 59° 36' 18" East, a distance of 48.40 feet; thence North 67° 43' 04" East, a distance of 20.00 feet; thence South 22° 16' 56" East, a distance of 20.00 feet; thence South 67° 43' 04" West, a distance of 29.90 feet; thence North 59° 36' 18" West, a distance of 44.46 feet; thence South 51° 01' 13" West, a distance of 265.37 feet; thence South 18° 08' 45" East, a distance of 949.00 feet to the aforesaid North right of way line of Hobart Road (77th Street); thence North 90° 00' 00" West, along said North right of way line, a distance of 21.05 feet to the POINT OF BEGINNING.

Containing 0.5983 acres or 26063 square feet, more or less.

UTILITY

A portion of the South one Half of the Southwest one Quarter of Section 33, Township 31 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence South 90° 00' 00" East, along the South line of said Section 33, a distance of 1388.07 feet; thence departing said South line, North 00° 00' 14" West, a distance of 1193.82 feet to the POINT OF BEGINNING; thence North 10° 22' 05" West, a distance of 154.58 feet; thence North 79° 37' 55" East, a distance of 8.00 feet; thence South 10° 22' 05" East, a distance of 152.86 feet; thence South 67° 37' 34" West, a distance of 8.18 feet to the POINT OF BEGINNING.

Containing 0.0282 acres or 1229 square feet, more or less.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Christopher Flammer, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 31-39-33-00000-5000-00003-0

RESOLUTION AND CONSENT AFFIDAVIT

Indian River County, FL

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has licensed or subleased a portion of land to GTP Towers I, LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain License Agreement dated November 4, 2008 (as the same may have been amended from time to time, collectively, the "**License**").
2. Landlord and Tenant desire to enter into an amendment of the License (the "**Amendment**") in order to extend the term thereof and to further amend the License as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]