

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Gents Cattle Co., a New Mexico corporation**, ("**Landlord**") and **Unisite, 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 Ground Lease Agreement dated November 23, 1999 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases 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 Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease 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 last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 1, 2013; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (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 of Lease 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.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on August 22, 2000. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease 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 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 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).

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Gents Cattle Co.**

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Right of First Refusal.** If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part or (ii) assign all or any portion of Landlord's interest in the Lease 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**") [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 Lease, as modified by this Amendment. 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. 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 Leased Premises and all other portions of the Parent Parcel; (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 Leased 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 Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). 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. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except for Landlord's attorney, accountant, broker or lender, if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **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: 1608 S. Wyoming Avenue, Roswell, NM 88203; 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.
9. **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.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease 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 Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Gents Cattle Co.
a New Mexico corporation

Signature: *Alfonso Carrillo*
Print Name: ALFONSO CARRILLO
Title: President
Date: 10-16-13

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Unisite, LLC

a Delaware limited liability company

Signature:  _____

Print Name: Shawn Lanier

Title: Vice President Legal

Date: 12-3-2013

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 Lease 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 Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Guadalupe, State of New Mexico, and being known as
Guadalupe County APN: 1-111-037-330-396.

SITUATED IN THE COUNTY OF GUADALUPE AND STATE OF NEW MEXICO:

ALL THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) LYING SOUTH OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND NORTH OF U.S. HIGHWAY NO. 84, MORE OR LESS, AND ALL THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) LYING SOUTH OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND NORTH OF U.S. HIGHWAY NO. 84 AND EAST OF STATE HIGHWAY NO. 219, MORE OR LESS.

EXHIBIT A (Continued)

LEASED PREMISES

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

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease 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 Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 10,000 square feet, more or less, located within the property.

All that certain tract or parcel of land in the North half of the Southwest quarter of Section 33, T-7-N, R-19-E N.M.P.M., Guadalupe County, New Mexico, and being a portion of that tract described by Warranty Deed recorded in Volume 67, Page 204 of Deed Records of Guadalupe County, New Mexico, and being more particularly described as follows:
COMMENCING at a Stone on edge found for the Southwest corner of said Southwest quarter;
THENCE N 90°00'00"E along the South line of said Southwest quarter a distance of 973.05 feet;
THENCE N 00°00'00"E a distance of 2175.69 feet to a 5/8" Iron Rod with cap set for the South corner of this tract or parcel and also being the PLACE OF BEGINNING;
THENCE N 32°15'13"W a distance of 100.00 feet to a 5/8" Iron Rod with cap set for the West corner of this tract or parcel;
THENCE N 57°44'47"E a distance of 100.00 feet to a 5/8" Iron Rod with cap set for the North corner of this tract or parcel;
THENCE S 32°15'13"E a distance of 100.00 feet to a 5/8" Iron Rod with cap set for the East corner of this tract or parcel;
THENCE S 57°44'47"W a distance of 100.00 feet to the PLACE OF BEGINNING and containing 10,000 sq. ft. or 0.23 Acres, more or less.

GUY WIRE #1

A strip of land in the North half of the Southwest quarter of Section 33, T-7-N, R-19-E N.M.P.M., Guadalupe County, New Mexico, and being a portion of that tract described by Warranty Deed recorded in Volume 67, Page 204 of Deed Records of Guadalupe County, New Mexico, and being 10 feet on eachside of the following described centerline:
COMMENCING at a Stone on edge found for the Southwest corner of said Southwest quarter;
THENCE N 90°00'00"E along the South line of said Southwest quarter a distance of 973.05 feet;
THENCE N 00°00'00"E a distance of 2175.69 feet to a 5/8" Iron Rod with cap set for the South corner of a proposed 100'x100' tower site;
THENCE N 57°44'47"E along the Southeasterly line of said proposed tower site a distance of 21.13 feet to the PLACE OF BEGINNING of this centerline description;
THENCE S 02°15'13"E at 142.27 feet pass a 5/8" Iron Rod with cap set for an anchor location, continuing a total distance of 152.27 feet to the END of this CENTERLINE DESCRIPTION.

EXHIBIT A (Continued)

GUY WIRE #2

A strip of land in the North half of the Southwest quarter of Section 33, T-7-N, R-19-E N.M.P.M., Guadalupe County, New Mexico, and being a portion of that tract described by Warranty Deed recorded in Volume 67, Page 204 of Deed Records of Guadalupe County, New Mexico, and being 10 feet on each side of the following described centerline:
COMMENCING at a Stone on edge found for the Southwest corner of said Southwest quarter;
THENCE N 90°00'00"E along the South line of said Southwest quarter a distance of 973.05 feet;
THENCE N 00°00'00"E a distance of 2175.69 feet to a 5/8" Iron Rod with cap set for the South corner of a proposed 100'x100' tower site;
THENCE N 57°44'47"E along the Southeasterly line of said proposed tower site a distance of 100.00 feet to a 5/8" Iron Rod with cap set for the East corner of said proposed tower site;
THENCE N 32°15'13"W along the Northeasterly line of said proposed tower site a distance of 50.00 feet to the PLACE OF BEGINNING of this centerline description;
THENCE N 57°44'57"E at 150.00 feet pass a 5/8" Iron Rod with cap set for an anchor location, continuing a total distance of 160.00 to the END of this CENTERLINE DESCRIPTION.

GUY WIRE #3

A strip of land in the North half of the Southwest quarter of Section 33, T-7-N, R-19-E N.M.P.M., Guadalupe County, New Mexico, and being a portion of that tract described by Warranty Deed recorded in Volume 67, Page 204 of Deed Records of Guadalupe County, New Mexico, and being 10 feet on each side of the following described centerline:
COMMENCING at a Stone on edge found for the Southwest corner of said Southwest quarter;
THENCE N 90°00'00"E along the South line of said Southwest quarter a distance of 973.05 feet;
THENCE N 00°00'00"E a distance of 2175.69 feet to a 5/8" Iron Rod with cap set for the South corner of a proposed 100'x100' tower site;
THENCE N 32°15'13"W along the Southwesterly line of said proposed tower site a distance of 100.00 feet to a 5/8" Iron Rod with cap set for the West corner of proposed tower site;
THENCE N 57°44'47"E along the Northwesterly line of said proposed tower site a distance of 21.13 feet to the PLACE OF BEGINNING of this centerline description.
THENCE N 62°15'13"W at 142.27 feet pass a 5/8" Iron Rod with cap set for an anchor location, continuing a total distance of 152.27 feet to the END of this CENTERLINE DESCRIPTION.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

All that certain tract or parcel of land in the North half of the Southwest quarter of Section 33, T-7-N, R-19-E N.M.P.M., Guadalupe County, New Mexico, and being a portion of that tract described by Warranty Deed recorded in Volume 67, Page 204 of Deed Records of Guadalupe County, New Mexico, and being more particularly described as follows:
COMMENCING at a Stone on edge found for the Southwest corner of said Southwest quarter;
THENCE N 90°00'00"E along the South line of said Southwest quarter a distance of 973.05 feet;
THENCE N 00°00'00"E a distance of 2175.69 feet to a 5/8" Iron Rod with cap set for the South corner of a proposed 100'x100' tower site;
THENCE N 32°15'13"W along the Southwesterly line of said proposed tower site a distance of 40.00 feet to a 5/8" Iron Rod with cap set for the East corner of this tract or parcel and also being the PLACE OF BEGINNING;
THENCE S 57°44'47"W a distance of 79.13 feet to a 5/8" Iron Rod with cap set in the Northeasterly right of way of State Highway 219 for the South corner of this tract or parcel;
THENCE N 32°18'17"W along the said right of way a distance of 20.00 feet to a 5/8" Iron Rod with cap set for the West corner of this tract or parcel;
THENCE N 57°44'47"E a distance of 79.15 feet to a 5/8" Iron Rod with cap set in the Southwesterly line of said proposed tower site for the North corner of this tract or parcel;
THENCE S 32°15'13"E along the Southwesterly line of said proposed tower site a distance of 20.00 feet to the PLACE OF BEGINNING and containing 1743 sq. ft. or 0.04 Acres, more or less.