

THIS INSTRUMENT PREPARED BY:

GTP Acquisition Partners II, LLC  
750 Park of Commerce Blvd, Suite 300  
Boca Raton, FL 33487

RECORD AND RETURN TO:

Fidelity National Title Insurance Company/CLSS  
7130 Glen Forest Drive, Suite 300  
Richmond, VA 23226

**FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment ("First Amendment") to Lease Agreement dated February 1, 1999, between City of Edmond, Oklahoma, an Oklahoma municipality ("Lessor"), and GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor to the original Lessee, Titan Towers, LP, a Delaware limited partnership ("Lessee"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement dated February 1, 1999 ("Lease"), for the use of a certain portion of the Premises situated at 1500 N. Midwest Blvd., in the City of Edmond, in the County of Oklahoma, and in the State of Oklahoma, and more particularly described in attached Exhibit "A"; and

**WHEREAS**, Lessor and Lessee acknowledge and agree that they desire to modify certain terms of the Lease.

**NOW THEREFORE**, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereto agree as follows:

- 1) **Term.** Paragraph 5 of the Lease is hereby supplemented to provide the following:

Lessor and Lessee acknowledge and agree that Lessee shall be entitled to two (2) additional renewal periods of five (5) years each (each an "Additional Renewal Period"). Each Additional Renewal Period shall renew automatically unless Lessee shall notify Lessor of Lessee's intention not to renew the Lease prior to the commencement of the succeeding Additional Renewal Period. Provided Lessee does not elect to not renew any Renewal Period, then the Additional Renewal Periods shall commence February 1, 2024. Provided Lessee does not elect to not renew any Additional Renewal Period, then the Lease shall finally expire at 11:59 *p.m.* on January 31, 2034. Lessor and Lessee further acknowledge and agree that prior to the final expiration of the last Additional Renewal Period, the parties shall negotiate in good faith and execute Additional Renewal Period(s) of the Lease, length of Additional Renewal Period(s) to be then determined, at the then current fair market value rates.

- 2) **Notices.** Paragraph 13 of the Lease is hereby amended to provide the following address for the Lessee:

GTP Acquisition Partners II, LLC  
750 Park of Commerce Blvd., Suite 300  
Boca Raton, FL 33487-3612  
Asset Manager – OK-5032

- 3) **Right of First Refusal.** The following is hereby added to the Lease as Paragraph 15, and incorporated herein, for all intents and purposes:

Lessor grants to Lessee a right of first refusal to acquire through assignment, purchase, or other means, (i) any other Lease, Agreement or Easement on or contiguous to the Leased Premises or (ii) this Agreement or the revenue stream derived from this Agreement. Any offer to acquire the assets listed in (i) and (ii) above shall hereinafter be referred to as an "Offer". Lessor shall deliver to Lessee by certified mail, return receipt requested, a written copy of any Offer. Lessee shall have thirty (30) business days to match the terms of any Offer by delivering written notice of Lessee's exercise of said right for first refusal.

- 4) **Additional Consideration.** Lessor and Lessee acknowledge and agree that upon the full execution of this First Amendment by both parties, Lessee shall pay Lessor, a one-time signing bonus in the amount of One Thousand and 00/100 Dollars (\$1,000.00).
- 5) In the event of any conflict or inconsistency between the language of this First Amendment and the Lease or any prior amendment thereto, the language of this First Amendment will prevail. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

**[Remainder of the page intentionally left blank. Signature pages to follow.]**

**IN WITNESS WHEREOF**, Lessor and Lessee hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Lessor:

**City of Edmond, Oklahoma,  
an Oklahoma municipality**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OKLAHOMA )  
  )SS:  
COUNTY OF OKLAHOMA )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of City of Edmond, Oklahoma, an Oklahoma municipality, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledgment to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county the acknowledgment was taken.

\_\_\_\_\_  
Notary  
Print Name: \_\_\_\_\_

(Seal)

My Commission expires: \_\_\_\_\_

Lessee:

**GTP Acquisition Partners II, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Shawn Ruben, Secretary

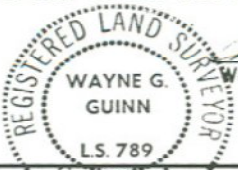

Date: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  )SS:  
COUNTY OF PALM BEACH)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2013 before me, the undersigned, personally appeared Shawn Ruben, as secretary of GTP Acquisition Partners II, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledgment to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county the acknowledgment was taken.

\_\_\_\_\_  
Notary  
Print Name: Julia A. Wellington  
My Commission Expires: January 25, 2014  
Commission # DD955494

**EXHIBIT "A"**

<p><b><u>SITE PLAN</u></b>  <b>TITAN TOWERS</b>  <small>400' GUYED TOWER, SITE NAME: TT EDMOND          A PART OF THE SW/4 OF SECTION 23, TOWNSHIP 14 NORTH,          RANGE 2 WEST, OKLAHOMA COUNTY, OKLAHOMA.</small></p>							
<p><b><u>C E R T I F I C A T E</u></b></p>							
<p>I, Wayne G. Guinn, registered land surveyor in the State of Oklahoma hereby certify that the accompanying plat is a true and correct representation of the survey made of the following described property located in the SW/4 of Section 23, Township 14 North, Range 2 West, Oklahoma County, Oklahoma.</p>							
<p>I, certify that the latitude and longitude contained herein are accurate to within, 5 feet Horizontal and 1 foot Vertical and that these coordinates were determined with a Trimble 4600LS GPS, SN. 0220056434 and SN. 0220056509.</p>							
<p>I, certify that this property does not lie within the limits of the flood hazard area according to the flood insurance rate map, Community Panel Number 400252 0025 D. Revised Feb. 06, 1991.</p>							
<p><b><u>SUBJECT TRACT DESCRIPTION</u></b></p>							
<p>A tract of land located in the SW/4 of Section 23, Township 14 North, Range 2 West, Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point S 89°57'09" E a distance of 572.01 feet and N 0°19'18" W a distance of 435.38 feet from the Southwest corner of said Section 23; thence S 53°32'42" W a distance of 110.0 feet; thence N 36°27'18" W a distance of 45.0 feet; thence N 53°32'42" E a distance of 110.0 feet; thence S 36°27'18" E a distance of 45.0 feet to the point of beginning. Containing 0.114 acres, more or less.</p>							
<p><b><u>INGRESS-EGRESS DESCRIPTION</u></b></p>							
<p>A 12 foot wide tract of land located in the SW/4 of Section 23, Township 14 North, Range 2 West, Oklahoma County, Oklahoma, with the center-line described as follows: Beginning at a point on the West line and N 0°19'18" W a distance of 794.04 feet from the Southwest corner of said Section 23; thence S 87°40'06" E a distance of 123.15 feet; thence S 89°19'27" E a distance of 267.12 feet; thence along a curve to the right having a radius of 274.37 feet, a distance of 129.99 feet; thence S 65°56'56" E a distance of 171.57 feet; thence along a curve to the right having a radius of 69.99 feet, a distance of 145.97 feet; thence S 53°32'42" W a distance of 166.85 feet to the end of said 12 foot wide tract of land.</p>							
<p><b><u>CABLE EASEMENT DESCRIPTION</u></b></p>							
<p>A 10 foot wide tract of land located in the SW/4 of Section 23, Township 14 North, Range 2 West, Oklahoma County, Oklahoma, with the center-line described as follows: Beginning at a point on the West line and N 0°19'18" W a distance of 43.00 feet from the Southwest corner of said Section 23; thence N 55°21'15" E a distance of 581.46 feet to the end of said 10 foot wide tract of land.</p>							
<p><b><u>UTILITY EASEMENT DESCRIPTION</u></b></p>							
<p>A 10 foot wide tract of land located in the SW/4 of Section 23, Township 14 North, Range 2 West, Oklahoma County, Oklahoma, with the center-line described as follows: Beginning at a point S 89°57'09" E a distance of 572.01 feet and N 0°19'18" W a distance of 435.38 feet from the Southwest corner of said Section 23; thence N 87°38'30" E a distance of 227.67 feet to the end of said 10 foot wide tract of land.</p>							
<p> <i>Wayne G. Guinn</i>        Wayne G. Guinn L.S.789 CA 2098 (LS)</p>							
<p><b>CENTRAL LAND SURVEYING</b>  <small>P.O. Box 2117 Ada, Okla. 74821 Phone (580)436-3455</small></p>							
<p></p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">For: <b>CIMARRON LAND SERVICES, INC.</b></td> </tr> <tr> <td>Drawn by: <b>W Guinn</b></td> <td>Checked by: <b>K. Guinn</b></td> </tr> <tr> <td>Date: <b>02/17/99</b></td> <td>Book No: <b>319</b> Job No: <b>113</b> Sheet <b>2</b> of <b>2</b></td> </tr> </table>		For: <b>CIMARRON LAND SERVICES, INC.</b>		Drawn by: <b>W Guinn</b>	Checked by: <b>K. Guinn</b>	Date: <b>02/17/99</b>	Book No: <b>319</b> Job No: <b>113</b> Sheet <b>2</b> of <b>2</b>
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