RENEWAL OF and FIRST AMENDMENT TO COMMERCIAL GROUND LEASE FOR USE AS A COMMUNICATIONS EQUIPMENT SITE

This Renewal and First Amendment ("First Amendment") to Commercial Ground Lease For Use As A Communications Equipment Site ("Agreement") dated February 23, 1998, is made and entered into this _____ day of _____, 2012, by and between City of Billings, Montana, (hereinafter "Lessor") and GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor to 3 Rivers PCS, Inc. (hereinafter "Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a certain Agreement dated February 23, 1998, for the use of a certain portion of real property located at 2600 Central Avenue, in the City of Billings, County of Yellowstone, in the State of Montana 59102 and more particularly described in the Agreement for the construction, maintenance and operation of a communications facility and any and all uses incidental thereto; and

WHEREAS, Lessor and Lessee agree and acknowledge that they desire to modify certain terms in the Agreement.

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

1. Term. The first term of this renewal shall be for Ten (10) years ending on December 17, 2022. The lease shall then be renegotiated.Thereafter, once renegotiated, beginning in 2022 Lessee shall have the right to extend the Agreement for three (3) additional five (5) year terms ("Extension Terms"), provided Lessee delivers to Lessor written notice of each election to extend the Lease Term at least ninety (90) days prior to the expiration of the then current Extension Term. Accordingly, provided Lessee gives notice to renew for each of the Extension Terms, the last Extension Term shall expire on February 23, 2037. Upon the expiration of the last Extension Term, the parties may negotiate a new lease agreement or an additional term extension of this Lease.

2. Transfers. Article I (G) is amended by adding the following as the last sentence:

   If all of the leased premises is assigned to an unaffiliated third party, a fee of Ten Thousand Dollars ($10,000.00) shall be a prerequisite for such assignment.

3. Ground Rental And Use Fee. Article III A and B are hereby amended as follows:

   Beginning February 23, 2013, Lessee shall pay to Lessor Ten Thousand and No/100 Dollars ($10,000.00) as an annual ground rental and use fee payment for one anchor sublessee's antenna system. Lessee shall pay to Lessor an additional Three Thousand and No/100 Dollars ($3,000.00) annual payment for each additional sublessee use fee per year for each antenna system placed on Lessee's tower or each separate set of operating equipment placed in Lessee's building or on the Lessee's leased property by additional subtenants or users. Said rental and use fees shall be payable annually in advance without billing on the 1st day of each new contract year. Any delinquent co-location fees due from sublesses under the previous Lease shall survive and remain the obligation of Lessee to remit to Lessor under this Renewal and First Amendment.

3. Annual Readjustment of Ground Rental and Use Fee. Article III D is hereby deleted in its entirety and replaced with the following:

"During the term of the Agreement, the ground rental and use fee will be adjusted annually on the anniversary of the Agreement (such date being February 23) each year at the rate of three percent (3%) over the annual rental payment paid during the previous year and for each year thereafter."

4. Insurance and Indemnification.

a. Article VI A is amended to include the following:

"Lessee shall indemnify, defend and save harmless the Lessor from any and all losses, claims, causes of action, lawsuits, damages, demands, liabilities, judgments and litigation cots and expenses including reasonable attorneys' fees that may result to the Lessor because of any negligence, act or omission on the part of the Lessee, and shall indemnify Lessor against any and all mechanic's and materialmen's liens or other types of liens imposed upon the premises that arise out of Lessee's use of the premises."

b. The first paragraph of Article VI B is amended and restated as follows:

"Lessee shall within ten (10) working days after the execution of this Lease, procure at its expense and deliver to Lessor a certificate of public liability insurance in a minimum amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) per occurrence for bodily injury, property damage, personal injury and or death growing out of any one accident or other cause. The City of Billings shall be named as additional insured. The policy of insurance shall contain a provision requiring the issuer to notify Lessor, by at least thirty (30) days written notice, of any reduction in the face amount of the policy, cancellation or other adverse amendments to the risk covered."

5. Notices. Lessee's notice address is as follows:

GTP Acquisition Partners II, LLC
750 Park of Commerce Blvd. – Suite 300
Boca Raton, FL 33487-3612
Asset Manager – MT-5094

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Renewal and First Amendment, the terms of this Renewal and First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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IN WITNESS WHEREOF, the Lessor and Lessee hereto have set their hands and seals to this First Amendment to Commercial Ground Lease For Use As A Communications Equipment Site as of the day and year first written above:

LESSOR: City of Billings, Montana

By:_____
Printed: _____
Date: _____

STATE OF _____ §
COUNTY OF _____§

On the _____ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, _____ of the City of Billings, Montana 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public: _____

My commission expires:

LESSEE: GTP Acquisition Partners II, LLC
a Delaware limited liability company

By:_____
Shawn Ruben
Secretary

Date: _____

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

On the _____ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Shawn Ruben, Secretary of GTP Acquisition Partners II, LLC, 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public: _____

My commission expires: