

## FIRST LEASE AMENDMENT

This **FIRST LEASE AMENDMENT** (“*Amendment*”) is made effective as of the latter signature date hereof (“*Effective Date*”) by and between **North Carolina Jaycees Memorial Foundation, Inc., a North Carolina non-profit corporation** (“*Lessor*”) and **American Tower Asset Sub, LLC, a Delaware limited liability company** (“*Lessee*”).

### R E C I T A L S

- A. Lessor and Dial Call Inc., a Georgia corporation, d/b/a Nextel Communications, predecessor in interest to Lessee entered into that certain Communication Site Lease Agreement dated May 9, 1997 (as amended, the “*Lease*”), whereby the Lessee leases a portion of the real property owned by Lessor (the “*Parent Parcel*”), such portion being more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and, if applicable, guy wire and guy anchor easements (collectively, the “*Leased Premises*”); and
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

**1. Term; Rent; Adjustments to Rent.** The current term (“*Term*”) of the Lease is hereby extended to that date which is **NINETY-NINE (99)** years after the Effective Date in consideration of a one time payment in the amount of **TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000)** (“*Rent*”). The Rent shall be due (the “*Rent Due Date*”) within 20 days after Lessee’s receipt of (i) this Amendment executed by Lessor, with such execution duly notarized; (ii) a memorandum of lease executed by Lessor, with such execution duly notarized; (iii) any and all documents necessary, in Lessee’s sole discretion, to clear any title defects identified by Lessee as a condition precedent to this Amendment; (iv) documents reasonably sufficient for Lessee to process the issuance of the Rent payment, including an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification), address to which Rent is to be remitted and, if the payee is to be any party(ies) other than the Lessor party or parties named herein, written notice from all Lessor party or parties named herein authorizing such payee; and (v) if applicable, a closing statement executed by Lessor. Lessor agrees that Lessee may notify Lessor of the title defects which Lessee identifies, in Lessee’s sole discretion, as a condition precedent to this Amendment within 45 days from the Effective Date. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until the Rent Due Date. From and after the Rent Due Date, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect. Lessee shall have the right to deduct from the Rent, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Rent Due Date. In the event title defects are not cleared to Lessee’s satisfaction within 60 days from the Effective Date, upon written notice to Lessor, Lessee may elect to terminate this Amendment. If Lessee terminates this Amendment pursuant to the preceding sentence, as of such termination the Lease shall remain in full force and effect without giving effect to any changes thereto under this Amendment. If there are outstanding taxes owed, liens on record and/or other encumbrances that require payment to clear title to the Parent Parcel, Lessor hereby authorizes Lessee to pay such outstanding taxes, liens and/or other encumbrances and to deduct such amount paid from the Rent. As a condition to such payment(s) by Lessee, Lessor agrees to execute a closing statement indicating the tax, lien and/or other encumbrances to be paid by Lessee and the corresponding reduction in Rent. A signed fax copy of such closing statement shall be deemed an original for all purposes. Lessor and Lessee agree

that all rent and payments in accordance with this lease amendment shall continue to be paid to, and all taxable income from the same shall be reported by, North Carolina Jaycees Memorial Foundation, Inc., a North Carolina non-profit corporation.

**2. Assignment and Subletting.** Lessor may only assign Lessor's interest in the Lease to a purchaser of Lessor's entire interest in the Parent Parcel. Lessee may assign Lessee's interest in the Lease to any party agreeing to be bound and subject to the terms of the Lease. Lessee may sublet or license any part of the Leased Premises at any time without notice to, or consent from, Lessor. Upon assignment, the assigning party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Lease.

**3. 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 address set forth herein. Either party may change its notice address with 30 days written notice. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

Landlord: North Carolina Jaycees Memorial Foundation  
PO Box 1323  
Asheboro NC 27203

Tenant: American Tower Asset Sub, LLC  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

With a copy to: American Tower Asset Sub, LLC  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal Department

**4. Signage.** During the Term, Lessee may install and maintain identifying signs, including those required by any governmental authority, on or along any access road, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the site and improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.

**5. Covenant of Title and Quiet Enjoyment.** Lessor hereby represents and warrants that (i) Lessor has good and marketable title to the Parent Parcel; (ii) Lessor has not received any notice, and does not have any knowledge, of any eminent domain or similar proceeding which would affect all, or any portion, of the Parent Parcel or the Leased Premises; (iii) Lessor and the persons signing this Amendment on behalf of Lessor have the authority to enter into and be bound by the terms of this Amendment; (iv) there are no pending or threatened actions including, without limitation, bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises or Parent Parcel; (v) Lessor has obtained any consents from third parties, if any, necessary for the entering into of this Amendment; and (vi) there are no options, leases or other contracts which may adversely affect the Parent Parcel or Leased Premises, or Lessor's ability to fulfill its obligations under this Amendment. Lessor further warrants that there are no undisclosed liens or encumbrances on the Parent Parcel or the Leased Premises. Lessor agrees to execute, upon request, all

documents needed for Lessee to obtain satisfactory title insurance at Lessee's sole discretion and any documents necessary for Lessee to record Lessee's interest in the Leased Premises at the applicable local real property recorder's office. Lessor warrants that so long as Lessee performs its obligations under the Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Lessor shall not act or permit any third person to act in any manner which would interfere with or disrupt Lessee's business or frustrate Lessee or Lessee's customers' use of the Leased Premises.

**6. Termination by Lessee.** Lessee may terminate the Lease at any time during the Term upon 30 days prior written notice. Lessee agrees that Lessee shall not be entitled to recoup all or any portion of the Rent if Lessee terminates the Lease in connection with any of the following: (i) condemnation/eminent domain, (ii) destruction and/or interference of the property, (iii) failure of Lessee to obtain or maintain necessary governmental approvals to use the property as a communications tower site, (iv) a change in technology, or (v) economic factors. Lessor and Lessee hereby agree that in addition to any rights or remedies under the Lease, Lessee shall only be entitled to recoup the Rent, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Lessee following (x) an uncured breach of the Lease by Lessor, or (y) the discovery of a material misrepresentation by Lessor. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by one of the parties to a contract, which is material to the contract and influential in causing the other party to agree to enter into such contract. If Lessee is entitled to recoup a portion of the Rent pursuant to the foregoing, then Lessor shall remit such portion to Lessee within 30 days of Lessee's written demand therefor.

**7. Option to Purchase Leased Premises.** Lessor hereby grants Lessee the option to purchase the Leased Premises, including any future expansions of the Leased Premises, applicable easements for utilities and/or access, guy wire and guy anchor easements (if applicable), upon the expiration of the Term for the sum of \$1.00. If Lessee elects to exercise said option, Lessee shall notify Lessor in writing 18 months prior to expiration of Term. Upon Lessee's exercise of said option, Lessor agrees to cooperate with Lessee as necessary to obtain appropriate zoning, permitting, subdivision and government approvals and to convey the Leased Premises to Lessee by general warranty deed and easements in a form reasonably acceptable to Lessee. Lessor agrees that the foregoing cooperation shall include, but is not limited to, Lessor's recording covenants on the Parent Parcel which would restrict the use and development of the Parent Parcel to ensure that the Leased Premises satisfies any jurisdictional fall zone or other land use requirements or stipulations.

**8. Default and Remedies.** Notice of any default shall be provided in writing by the non-defaulting party. Each party shall have 60 days from such party's receipt of the foregoing notice to cure (or to commence and diligently pursue such cure in the event of any non-monetary default that cannot reasonably be cured within such time) a default of the Lease. If any default is not cured within the 60 day cure period, the non-defaulting party may seek monetary damages or any other remedy available in law or equity. In addition to the foregoing, upon any uncured default of Lessor, Lessee may elect to terminate the Lease upon written notice to Lessor.

**9. Leased Area, Access and Utilities Easements.** Lessor and Lessee agree that the Leased Premises are delineated in Exhibit A attached hereto and incorporated herein. Lessor further agrees that upon written notice from Lessee to Lessor, Lessee may elect to replace Exhibit A with an as-built survey depicting the Leased Premises. Lessor hereby agrees that as of the Effective Date none of Lessee's improvements located at the Leased Premises encroach outside the Leased Premises. Lessee shall have 24 hours per day, 7 days per week access to and use of the Leased Premises. Lessor shall ensure that all portions of the Leased Premises shall be accessible by foot and vehicle, including trucks. Lessor grants Lessee (including, without limitation, Lessee's sublessees, licensees and contractors), a license to use such portions of the Lessor's property contiguous to the Leased Premises on a temporary basis as are

reasonably required from time to time during the Term of this Amendment for the installation, repair, construction, maintenance, removal and replacement of all equipment located or to be located within the Premises, including (i) access to the Premises for construction machinery and equipment, (ii) storage of construction materials and equipment and (iii) use of a staging area for such installation, repair, construction, maintenance, removal and replacement of equipment within the Premises. To have utility service modified or provided to the Leased Premises, Lessee may be required by a utility provider to obtain from Lessor an easement or other property right granting the utility provider access to the Property for the purpose of installing such utilities. Within 10 days of receipt of a written request from Lessee and for no additional consideration, Lessor shall execute a written, recordable, non-exclusive easement or other document, in a form acceptable to such utility provider, recognizing such utility provider's right to install utilities within the utility easement along with any other applicable rights set forth in this paragraph and provided for in the Lease or this Amendment.

**10. Leased Premises, Maintenance, Repairs, Modifications, Replacements.** Lessee shall have the right to repair, remove, install, build, modify or replace equipment shelters, sheds and utility cabinets as well as any other utility or telecommunications equipment or other property now or located at the Leased Premises in the future that Lessee or Lessee's tenants, subtenants or licensees shall require for the use of the Leased Premises. Lessee shall have the right to modify the existing tower or a future tower, including but not limited to, reducing or extending its height or replacing such tower with a tower of a different height and/or type. Lessee shall have the right to reconfigure any guy wires and anchors, if applicable, on the Leased Premises and Parent Parcel. Lessee has the right to install a second, temporary cell-tower structure while Lessee is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Lessee upon the completion of such modification, maintenance, repair or replacement.

**11. Government Approvals.** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customers' efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Leased Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Leased Premises. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Parent Parcel or the Leased Premises or require Lessor to modify any of Lessor's property that surrounds the Leased Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.

**12. Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Parent Parcel or the Leased Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Parent Parcel or the Leased Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Parent Parcel or Leased Premises, as applicable, to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Parent Parcel, Leased Premises or all or a portion of Lessor's interest in the Lease, as applicable,

provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Parent Parcel, Leased Premises or all or a portion of Lessor's interest in the Lease.

**13. Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument. The parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

**14. Confidentiality.** Lessor agrees that all terms of this Amendment and any information furnished to Lessor by Lessee in connection with this Amendment shall be and remain confidential. Except for Lessor's attorney or broker, if any, Lessor shall not disclose any such terms or information without the prior written consent of Lessee. The provisions of this paragraph shall not apply to the recording of a memorandum of lease by Lessee pursuant to Paragraph 5 above.

**15. Condition of Lease.** Lessor acknowledges and agrees that as of the Effective Date, there are no uncured defaults by Lessee under the terms of the Lease and that the Lease is in full force and effect.

**16. Entirety; Amendment.** This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective.

**17. Binding Effect.** Except as modified by this Amendment, the Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the terms contained in this Amendment and the Lease, including the contents of any exhibits attached to either this Amendment or the Lease, the terms and exhibits hereof shall supersede and control the obligations and liabilities of the parties. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Lease.

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**





**LESSEE:**  
**American Tower Asset Sub, LLC,**  
**a Delaware limited liability company**

**WITNESSES:**

\_\_\_\_\_  
Jason D. Hirsch  
Vice President of Land Management

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

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

**Acknowledgement**

**LESSEE**  
**COMMONWEALTH OF MASSACHUSETTS**  
**COUNTY OF MIDDLESEX**

On this the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared Jason D. Hirsch, proved to me through satisfactory  
evidence of identity, in which he is personally known to me, to be the person whose name is signed on the  
preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice  
President, Land Management, of American Tower Asset Sub, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{ Seal }

## EXHIBIT A

**This Exhibit A May be Replaced by an As-Built Survey at Lessee's option depicting the Leased Premises, Access and Utilities Easements and if applicable, guy wire and guy anchor easements**

### Leased Premises

A certain tract or parcel of land lying and being in the County of Randolph and the State of North Carolina, in city of Asheboro, and is more particularly described as follows:

Beginning a point at North Carolina GRD Coordinates ( NAD 83) Y= 705749.32 X=1757045.78, thence W88°19'25"E. 50.00 feet , thence S 01°40'34"E. 50.00 feet, thence S 88°19'26"W. 50.00 feet, thence N01°40'34"W. 50.00 feet, thence N 43°19'26"E. 14.14 feet to the point of beginning, said leased area containing 3550 sf.

EXHIBIT A (CONTINUED)

Access and Utilities Easement

BEGINNING at a PK nail set in the centerline of Idlewild Road (SR 3330), said PK nail being located S. 58-18-44 W., 210.99 feet from the intersection of the southeasterly property line of land conveyed to the grantor as recorded in Deed Book 3480 Page 342 of the Mecklenburg County Public Registry and the projection of the southwesterly property line of William Barge II, as recorded in Deed Book 6107 Page 398 of the Mecklenburg County Public Registry; thence continuing with the centerline of Idlewild Road and the southeasterly property line of the grantor, S. 58-18-44 W., 49.14 feet to a PK nail set; thence through the land of the grantor and along new lines, the following eighteen (18) courses and distances:

- (1) N. 31-41-16 W., 45.00 feet to a new iron rebar
- (2) N. 54-27-00 W., 94.67 feet to a new iron rebar
- (3) along a circular curve to the right (radius = 70.41 feet, arc length = 69.99 feet, chord = 67.14 feet, chord bearing = N. 25-58-33 W.) to a PK nail set
- (4) N. 00-47-17 E., 37.65 feet to a PK nail set
- (5) N. 03-09-34 E., 97.45 feet to a PK nail set
- (6) N. 00-46-09 W., 38.98 feet to a PK nail set
- (7) N. 25-19-20 W., 51.57 feet to a PK nail set
- (8) N. 09-49-53 W., 142.48 feet to a PK nail set
- (9) N. 40-15-05 W., 5.06 feet to a PK nail set
- (10) N. 60-56-22 W., 97.54 feet to a PK nail set
- (11) N. 27-48-49 E., 28.00 feet to a PK nail set
- (12) S. 61-56-04 E., 107.00 feet to a PK nail set
- (13) S. 11-33-51 E., 280.00 feet to a PK nail set
- (14) S. 07-03-46 W., 74.42 feet to a PK nail set
- (15) S. 06-49-07 E., 37.79 feet to a PK nail set
- (16) along a circular curve to the left (radius = 16.98 feet, arc length = 14.11 feet, chord = 13.71 feet, chord bearing = S. 30-38-03 E.) to a PK nail set
- (17) S. 54-27-00 E., 138.22 feet to a new iron rebar
- (18) S. 31-41-16 E., 44.19 feet to the point and place of BEGINNING, containing 0.491 acres (21,397.37 sq ft) as shown on an unrecorded survey by GNA Design Associates (James I. Kovacs, NCRLS) dated January 31, 1995.

**DRAFTED BY AND RETURN TO:**

Attorney Anthony Rosa, Land Management  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
ATC:306554 Asheboro NC  
TAX PARCEL ID NUMBER(S): \_\_\_\_\_

**MEMORANDUM OF LEASE**

This **MEMORANDUM OF LEASE** is made effective as of the latter signature date hereof by and between **North Carolina Jaycees Memorial Foundation, Inc., a North Carolina non-profit corporation** (“*Lessor*”) and **American Tower Asset Sub, LLC, a Delaware limited liability company** (“*Lessee*”).

**Recitals**

**A.** Lessor and Dial Call Inc., a Georgia corporation, d/b/a Nextel Communications, predecessor in interest to Lessee entered into that certain Communication Site Lease Agreement dated May 9, 1997 (as amended, the “*Lease*”), whereby the Lessee leases ground space on a portion of the real property owned by Lessor (“*Parent Parcel*”) as more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and if applicable, guy wire and guy anchor easements (the “*Leased Premises*”). Said Exhibit A may be replaced with a current **as-built** survey depicting the actual legal description of the Leased Premises; and

**B.** Lessor and Lessee amended the terms of the Lease pursuant to Lease Amendment dated \_\_\_\_\_, 200\_\_.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained in the Lease and Lease Amendment, the parties agree as follows:

1. The terms and conditions of said Lease and Lease Amendment are incorporated into this Memorandum by reference.
2. Premises: Landlord has leased to Tenant certain real property as depicted in Exhibit A attached hereto.

3. Term: The term is NINETY-NINE (99) years commencing on the latter of the date of Lessor's or Lessee's notarized signature.
4. Government Approvals: Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customer's efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Leased Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Leased Premises. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Parent Parcel or the Leased Premises or require Lessor to modify any of Lessor's property that surrounds the Leased Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.
5. Right of First Refusal. If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Parent Parcel or the Leased Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Parent Parcel or the Leased Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Parent Parcel or Leased Premises, as applicable to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Parent Parcel, Leased Premises or all or a portion of Lessor's interest in the Lease, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Parent Parcel, Leased Premises or all or a portion of Lessor's interest in the Lease.
6. Option to Purchase. Lessee has the option to purchase the Leased Premises, as same may be expanded pursuant to the terms of the Lease, including applicable easements for utilities and/or access, guy wire and guy anchor easements (if applicable), upon the expiration of the term for the sum of \$1.00. If Lessee elects to exercise said option, Lessee shall notify Lessor in writing 18 months prior to expiration of Term. Upon Lessee's exercise of said option, Lessor agrees to cooperate with Lessee as necessary to obtain appropriate zoning, permitting, subdivision, and government approvals and to convey the Leased Premises to Lessee by general warranty deed and easements in a form reasonably acceptable to Lessee. Lessee agrees that the foregoing cooperation shall include, but is not limited to, Lessor's recording covenants on the Parent Parcel which would restrict the use and development of the Parent Parcel to ensure that the Leased Premises satisfies any jurisdictional fall zone or other land use requirements or stipulations.

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**





**LESSEE:**  
**American Tower Asset Sub, LLC,**  
**a Delaware limited liability company**

**WITNESSES:**

\_\_\_\_\_  
Jason D. Hirsch  
Vice President of Land Management

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

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

**Acknowledgement**

**LESSEE**  
**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX**

On this the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared Jason D. Hirsch, proved to me through satisfactory  
evidence of identity, in which he is personally known to me, to be the person whose name is signed on the  
preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice  
President, Land Management, of American Tower Asset Sub, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{ Seal }

## EXHIBIT A

**This Exhibit A May be Replaced by an As-Built Survey at Lessee's option depicting the Leased Premises, Access and Utilities Easements and if applicable, guy wire and guy anchor easements**

### Leased Premises

A certain tract or parcel of land lying and being in the County of Randolph and the State of North Carolina, in city of Asheboro, and is more particularly described as follows:

Beginning a point at North Carolina GRD Coordinates ( NAD 83) Y= 705749.32 X=1757045.78, thence W88°19'25"E. 50.00 feet , thence S 01°40'34"E. 50.00 feet, thence S 88°19'26"W. 50.00 feet, thence N01°40'34"W. 50.00 feet, thence N 43°19'26"E. 14.14 feet to the point of beginning, said leased area containing 3550 sf.

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- (15) S. 06-49-07 E., 37.79 feet to a PK nail set
- (16) along a circular curve to the left (radius = 16.98 feet, arc length = 14.11 feet, chord = 13.71 feet, chord bearing = S. 30-38-03 E.) to a PK nail set
- (17) S. 54-27-00 E., 138.22 feet to a new iron rebar
- (18) S. 31-41-16 E., 44.19 feet to the point and place of BEGINNING, containing 0.491 acres (21,397.37 sq ft) as shown on an unrecorded survey by GNA Design Associates (James I. Kovacs, NCRLS) dated January 31, 1995.