

LEASE AGREEMENT

ORIGINAL COPY
IN KANSAS CITY

This Agreement, made this 16th day of September, 1991,
and between TERRY L. GERBER AND CATHY J. GERBER, husband
and wife, hereinafter called LESSOR, and KANSAS CITY SMSA
LIMITED PARTNERSHIP, a Delaware Limited Partnership with
offices at 17330 Preston Road, Suite 100A, Dallas, Texas
75252, hereinafter called LESSEE.

WHEREAS, LESSOR, is the owner of the following described real
property lying and being situated in the County of Jackson
and State of Missouri, and being

a tract of ground 75'x 75' located within a larger tract
lying and being situated in Section 35, Township 48,
Range 32, in the City of Lee's Summit, Jackson County,
Missouri, and being a part of the same tract described
in a Warranty Deed numbered 1800980 in Book 11726, Page
589.

Said property is further described on Exhibit A attached
hereto and made a part hereof for all purposes, and is
hereinafter referred to as the "Leased Premises";

WHEREAS, LESSEE desires to lease said Leased Premises for the
purpose of construction, operation, and maintenance of a self
supporting communication tower, equipment shelter and
associated appurtenances thereto;

NOW THEREFORE, in consideration of the terms, conditions, and
rentals hereinafter set forth, LESSOR and LESSEE agree to the
following:

1. The LESSOR hereby leases to LESSEE and LESSEE takes from
LESSOR the aforescribed Leased Premises along with the
right of ingress and egress twenty-four hours a day, seven
days a week over and across LESSOR's ingress-egress easement
extending from the leased premises to the public road.
LESSOR shall grant any and all easements as may be required
by the appropriate electric and telephone companies for the
purpose of servicing LESSEE'S equipment. In addition, LESSOR
hereby grants to LESSEE the right to use additional property
contiguous to the Leased Premises during construction of the
radio transmission facility. Said additional construction
easement shall be restored as near as reasonably possible to
its condition prior to construction. Said property shall not
be used for any purpose other than a radio transmission
facility without written consent of LESSOR, said consent not
to be unreasonably withheld.

2. LESSOR hereby grants to LESSEE the right, should LESSEE
deem it necessary, to survey the Leased Premises. Said
survey shall become Exhibit "B" to this Agreement and shall
more specifically define the boundaries of said Leased
Premises.

3. The term this Agreement shall be twenty (20) years beginning on the date this agreement is signed by the parties hereto. Rent shall be paid in equal monthly installments on the first of each month in advance to LESSOR at its address at Rt. 5, P.O. Box 204, Pleasant Hill, MO. 64080, or to such other person, firm or place as the LESSOR may from time to time, so designate in writing, at least thirty (30) days in advance of any rental payment date. The first month's rent shall be due and payable on the first day of the first month immediately following receipt of all permits required by all legal entities having jurisdiction over the construction of said tower, but no later than January 1, 1992.

The first five year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments of [REDACTED] each.

The second five year period of this Lease shall have an annual rental of \$ [REDACTED] to be paid in equal monthly installments of [REDACTED] each.

The third five year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments of [REDACTED] each.

The fourth five year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments of [REDACTED] each.

4. If at the end of twenty (20) years this Agreement has not been terminated by either party giving to the other written notice of an intention to so terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions including rental payments, for a further term of one (1) year, and so on from year to year until terminated by either party at the end of a one (1) year term by giving to the other written notice of an intention to so terminate at least six (6) months prior to the end of such term.

Provided LESSEE is not in default hereunder, and shall have paid all rents and sums due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement at anytime upon one (1) year's prior written notice from LESSEE to LESSOR.

5. It is understood and agreed that LESSEE'S ability to use the Leased Premises is contingent upon 1) its operations at the site being free of harmful interference from LESSOR's existing or future towers and equipment thereon, and 2) its obtaining, either before or after the effective date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. LESSEE shall make due and timely application for all such necessary certificates, permits and other approvals.

LESSOR shall operate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely effect the status of the Leased Premises with respect to the proposed use thereof by LESSEE. In the event that harmful interference, which cannot reasonably be eliminated or mitigated by LESSOR or LESSEE, is experienced by LESSEE, or if any of the certificates, permits or other required approvals are finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled or otherwise withdrawn or terminated through no fault or inaction by LESSEE by governmental authority, at any time during the term of this Lease, so that LESSEE in its sole discretion will be unable to use the Leased Premises for its specified purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE'S exercise of its right to terminate shall be given to LESSOR in writing. All rentals paid for lease of the property to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void, and the parties shall have no further obligations, including the payment of money, to each other.

6. If all or any part of the Leased Premises, or if all or any part of the LESSOR'S land underlying the radio transmission facility or roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole opinion of LESSEE renders the Leased Premises unusable for its intended purpose, then at LESSEE'S option this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of rents except that which may have been due and payable at the time of said taking.

7. LESSEE shall indemnify LESSOR and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage not due to the negligence or willful misconduct of LESSOR or LESSOR'S agents which may arise out of LESSEE'S lease of the Leased Premises and its operations thereon, excepting, however, such claims or damages as may be due to or caused in whole or part by the acts of LESSOR, or its agents and servants. In the event of LESSOR'S negligence or willful misconduct, LESSOR shall so indemnify LESSEE.

8. LESSEE shall have separate power meter installed for its electric service and LESSEE shall pay all costs related to said electric service.

9. LESSOR shall be responsible for payment of all ad valorem taxes levied upon the lands of LESSOR. LESSEE shall be responsible for all taxes levied upon the leasehold improvements (including equipment building and tower) on the Leased Premises.

10. LESSEE upon termination of the Agreement, shall, within a reasonable period, remove its building, tower and personal property and restore the ground surface of the Leased Premises as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

11. Any sale / LESSOR of all or part of the Leased Premises to a purchaser, other than LESSEE, shall be under and subject to this Lease Agreement and LESSEE'S rights hereunder.

12. LESSOR covenants that LESSEE, on paying the rent and performing the covenants by it herein made, shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

13. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Missouri.

14. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designed to the sender by like notice):

LESSEE: Southwestern Bell Mobile Systems, Inc.
Attn: Real Estate Manager
17330 Preston Road, Suite 100A
Dallas, Texas 75252

and

Southwestern Bell Mobile Systems, Inc.
17330 Preston Road, Suite 100A
Dallas, Texas 75252
Attn: Vice President - General Attorney and
Secretary

LESSOR: Terry L. Gerber and Cathy J. Gerber
Rt. 5, Box 204
Pleasant Hill, MO. 64080

15. This Agreement may be sold, assigned, or transferred by LESSEE at any time without the consent of the LESSOR, to a subsidiary, partner or affiliate of the LESSEE, or to a successor to the primary business offered by LESSEE, provided however, that such action shall not relieve LESSEE of the obligations hereunder. Any other assignment shall require written approval of LESSOR, such consent not to be unreasonably withheld.

16. LESSEE ~~may exercise discretion~~ ^{T.L.G. C.J.G. 20} shall have the right to sublease to others whose primary business is the provision of radio transmission and/or communication service, subject to approval of Lessor

17. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

18. At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, every such mortgage shall recognize the

validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also LESSEE'S right to remain in occupancy of and have access to the Leased Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the leased property is encumbered by a mortgage, LESSOR immediately after this option is exercised, will obtain and furnish to LESSEE, a non-disturbance instrument for each such mortgage in recordable form.

19. For the purpose of providing constructive notice hereof, LESSOR and LESSEE hereby agree to execute a Memorandum of Lease Agreement, in recordable form and LESSEE shall have the same recorded in the land records of the aforesaid county and state.

20. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the property.

21. The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Lease and in any document incorporated by reference. This Lease includes the entire agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

22. LESSEE represents that it is a Delaware Limited Partnership in good standing in the State of Delaware and qualified to do business as a foreign limited Partnership in the State of Missouri, and that Southwestern Bell Mobile Systems, Inc. is the sole General Partner of LESSEE responsible for the operation and control of all of the business of LESSEE.

IN WITNESS WHEREOF, the parties hereto have set their hands
and affixed their respective seals the day and year just
above written.

LESSEE: KANSAS CITY SMSA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

By: Terry Bowman
Terry Bowman
General Manager - Kansas City

LESSOR: By: Terry L. Gerber
Terry L. Gerber

By: Cathy J. Gerber
Cathy J. Gerber

ADDENDUM

Addendum to Lease Agreement by and between Terry L. Gerber and Cathy J. Gerber, husband and wife, (Owner) and Kansas City SMSA Limited Partnership, (Lessee).

Should the Taxing and Appraisal Authority increase the assessed value of the land as a direct result of construction of Lessee's tower site, Lessee agrees to pay the ad valorem taxes levied upon the portion of Lessor's land herein referred to as leased premises.

LESSEE:

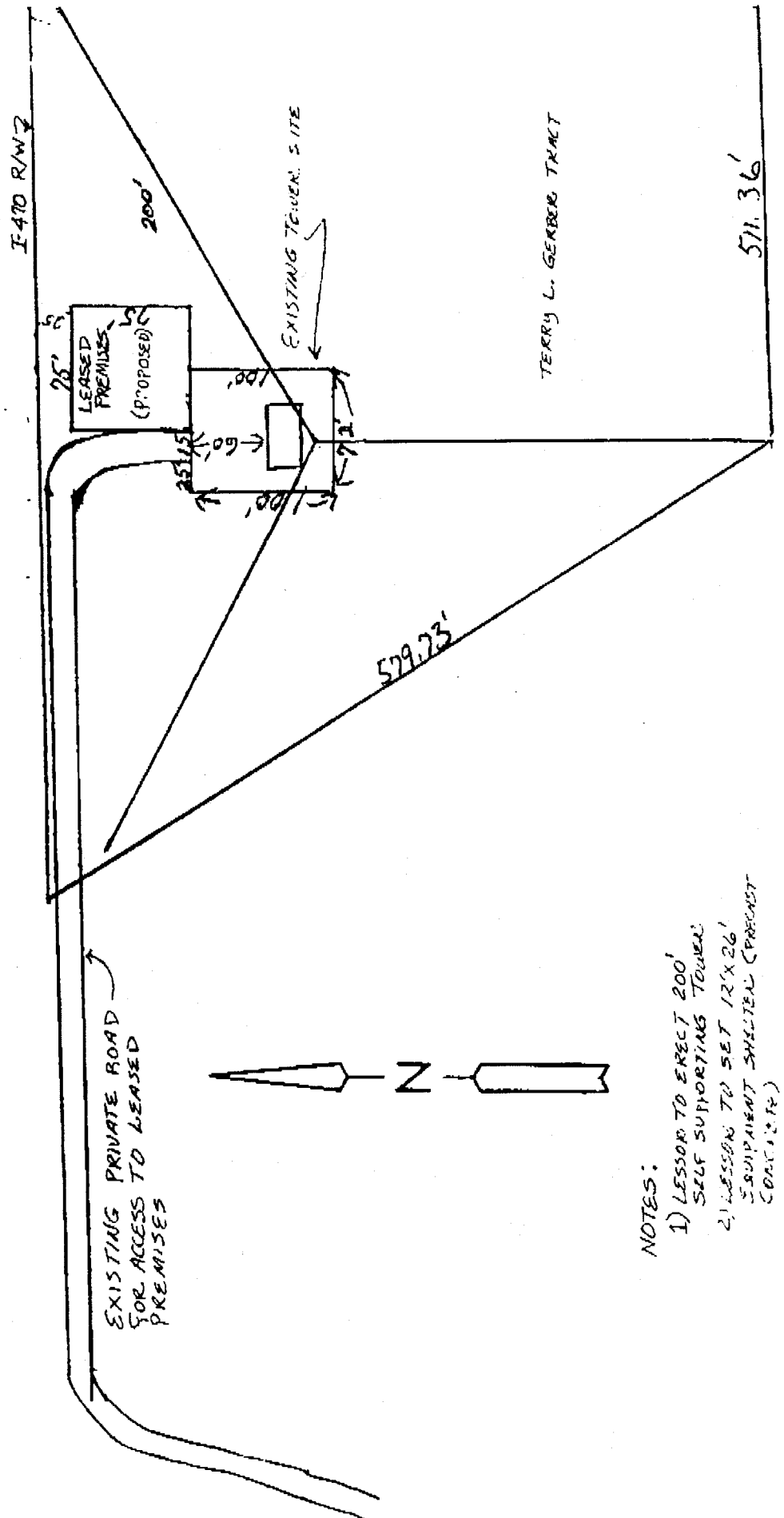
KANSAS CITY SMSA LIMITED PARTNERSHIP
BY IT'S GENERAL PARTNER
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

BY: Terry Bowman
Terry Bowman
General Manager - Kansas City

LESSOR:

BY: Terry L. Gerber
Terry L. Gerber

BY: Cathy J. Gerber
Cathy J. Gerber



- NOTES:
- 1) LESSOR TO ERECT 200' SELF SUPPORTING TOWER
 - 2) LESSOR TO SET 12'x26' EQUIPMENT SHED (PRECAST CONCRETE)

EXHIBIT A

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into on the 6th day of June, 2007, by and between **Telecom Towers, LLC, a Delaware limited liability company** (hereinafter referred to as "Lessor") and **Kansas City SMSA Tower Holdings, LLC, a Delaware limited liability company**, its successors and/or assigns, c/o AT& T Mobility LLC, Attn: Lease Administration, 6100 Atlantic Boulevard, Mail Code GAN02, Norcross, GA 30071 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Terry L. Gerber and Cathy J. Gerber, husband and wife, predecessor in interest to Lessor and Kansas City SMSA Limited Partnership, predecessor in interest to Lessee, executed and entered into that certain Lease Agreement dated September 16, 1991 (the "Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements on the Site (as described in Exhibit A attached hereto and incorporated by reference herein; said Exhibit A may be replaced with a survey depicting the actual legal description); and

WHEREAS, Lessee entered into that certain Sublease Agreement with Southern Towers, Inc; predecessor to American Tower Asset Sub II, LLC (the "Sublease"), dated December 14, 2000 whereby Tenant has subleased the Leased Premises to American Tower Asset Sub II, LLC; and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein, and American Tower Asset Sub II, LLC desires to acknowledge said Amendment. Any terms in the Lease that differ from the meanings of such terms as used herein shall be construed as being consistent with the terms expressed herein, solely as it relates to the subject matter hereof; and

WHEREAS, Lessor and Lessee desire to amend certain provisions in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Lessor and Lessee hereby agree and contract as follows:

1. **Lease Term Extended:** The parties would like to extend the current lease term. Lessee shall have the irrevocable right and option to renew this term for each of five (5) additional five (5) year renewal terms (each "Renewal Term") commencing on September 16, 2011. Each Renewal Term shall be automatically exercised by Lessee unless Lessee provides Lessor with written notice of its intent not to renew the Lease. The final expiration date is September 15, 2036.
2. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, signed receipt requested, or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor:

Telecom Towers, LLC
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

Lessee: Kansas City SMSA Tower Holdings, LLC
c/o AT& T Mobility LLC
Attn: Lease Administration
6100 Atlantic Boulevard
Mail Code GAN02
Norcross, GA 30071

With a copy to: AT& T Mobility LLC
Attn: Legal Department
15 East Midland Avenue
Paramus, NJ 07652

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

American Tower
116 Huntington Ave.
Boston, MA 02116
Attn: Legal

The parties may substitute recipient's names and addresses by giving at least thirty (30) days notice. Rejection or 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.

3. **Assignment and Subletting.** Lessee's Customers shall be entitled to use the Easements granted herein and the provisions of this Lease shall benefit Lessee's Customers. 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.
4. Lessor grants to Lessee the right to install and maintain during the Term of this Lease identifying signs or other types of signs required by any governmental authority on or along any access road to the Site, 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. Lessor shall fully cooperate with Lessee and Lessee's Customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Site, including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. 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's failure to comply with this provision would create a material breach of the Lease.

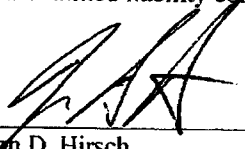
6. Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.
7. Lessor represents and warrants that as of the date of this execution, there are no uncured defaults under the terms of the Lease and that the Lease is in full force and effect.
8. All other terms of the Lease except as may be amended herein, or as may be in conflict with the provisions of this Amendment, shall be deemed incorporated into this Amendment.
9. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Lease are hereby ratified and confirmed in their entirety. The terms used herein and not otherwise defined in this Amendment shall have the same meaning as set forth in the Lease.

[SIGNATURES NEXT PAGE]

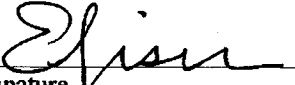
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

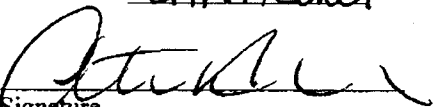
LESSOR:

Telecom Towers, LLC,
a Delaware limited liability company


By: Jason D. Hirsch
Its: Vice President, Land Management

WITNESSES:


Signature
Print Name: ENN FISCHER


Signature
Print Name: ATIL TOKCAN

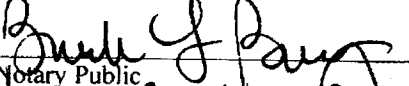
ACKNOWLEDGEMENT

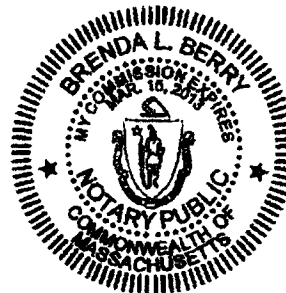
Commonwealth of Massachusetts

County of Middlesex)

On May 3 2007 before me, Brenda L Berry (here insert name),
a Notary Public, personally appeared Jason D. Hirsch, Vice President of Land Management,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public
Print Name: Brenda L Berry
My commission expires: 3/15/2008



LESSEE:

WITNESSES:

Kansas City SMSA Tower Holdings, LLC,
a Delaware limited liability company

By:

Its: Nellie Jabbari
Senior Manager - Partnerships/M&As

JUN 06 2007

Signature

Print Name: Deedra Watts

Signature

Print Name: Phil Faulkner

ACKNOWLEDGEMENT

State of Georgia

County of DeKalb

On June 6, 2007 before me, Veronica Hill (here insert name),
a Notary Public, personally appeared Nellie Jabbari, personally
known to me (or 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 behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Veronica Hill
Notary Public

Print Name: Veronica Hill

My commission expires: 03/27/10

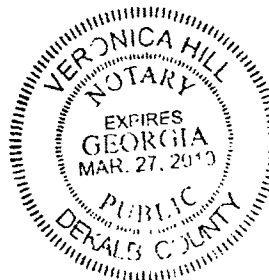


EXHIBIT A

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 48, RANGE 32, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°29'00"E A DISTANCE OF 11.21 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 470, AS NOW ESTABLISHED; THENCE S87°52'36"E ON SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 841.99 FEET; THENCE S02°07'24"W A DISTANCE OF 16.73 FEET TO THE POINT OF BEGINNING OF THE LEASED TRACT TO BE DESCRIBED; THENCE N85°49'52"E A DISTANCE OF 75.00 FEET; THENCE S04°31'34"E A DISTANCE OF 75.00 FEET; THENCE S85°40'05"W A DISTANCE OF 74.79 FEET; THENCE N04°41'17"W A DISTANCE OF 75.21 FEET TO THE POINT OF BEGINNING. CONTAINS 5625 SQUARE FEET OR 0.13 ACRES. MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

INGRESS/EGRESS EASEMENT:

TRACT II.

THE NON-EXCLUSIVE INGRESS-EGRESS EASEMENT ESTABLISHED IN THE DEED FILED IN BOOK 1-1726 AT PAGE 589 AS DOCUMENT NO. 1-800980 OVER THAT PART OF SECTION 35, TOWNSHIP 48, RANGE 32 IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 35; THENCE SOUTH 0°29'00" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 11.21 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 470; THENCE SOUTH 87°52'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 189.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED JANUARY 29, 1930 AND RECORDED AS DOCUMENT NO. 275808 IN BOOK 533 AT PAGE 503 IN THE OFFICE OF THE RECORDER OF DEEDS FOR JACKSON COUNTY AT INDEPENDENCE; THENCE CONTINUING EAST ON THE LAST DESCRIBED COURSE, A DISTANCE OF 359.24 FEET; THENCE SOUTH 27°38'32" EAST, 34.56 FEET; THENCE NORTH 87°52'36" WEST PARALLEL WITH AND 36 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 470, A DISTANCE OF 300.00 FEET; THENCE SOUTH 26°24'09" WEST, 708.76 FEET TO AN ANGLE POINT IN THE CENTER LINE OF CLIFFORD ROAD AS NOW ESTABLISHED; THENCE NORTH 74°27'28" WEST ALONG SAID CENTER LINE OF CLIFFORD ROAD, A DISTANCE OF 110.98 FEET TO A POINT IN INTERSECTION OF SAID CENTER LINE AND THE SOUTHWESTERLY PROLONGATION OF THE HEDGE FENCE DESCRIBED IN DOCUMENT NO. 275808 AFORESAID; THENCE NORTH 28°36'57" EAST ALONG SAID PROLONGATION AND SAID HEDGE FENCE, A DISTANCE OF 726.14 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN CLIFFORD ROAD, AS THE SAME IS NOW ESTABLISHED.



ASSIGNMENT AND ASSUMPTION AGREEMENT
RE: LICENSES AND PERMITS

Pursuant to the terms of the Asset Acquisition Agreement (the "Acquisition Agreement") dated October 17, 1997, by and between EXUMA TRUST, a Kansas trust ("Assignor"), Star Trust d/b/a Crown Tower Systems, a Nevada trust, and TELECOM TOWERS, L.L.C., a Delaware limited liability company ("Assignee"), Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the following:

(i) all leases and licenses described in Exhibit A attached hereto and incorporated herein by reference, including, without limitation, the right to receive any and all rents, issues and profits accruing thereunder on and after the Closing Date; and

(ii) all FAA Permits and all tower registrations filed with the Federal Communications Commission ("FCC") relating to the Tower, including, without limitation, the Governmental Permits described in Exhibit B attached hereto and incorporated herein by reference.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assumes and agrees to discharge in accordance with their respective terms all of the obligations and commitments of Assignor relating to the above-described agreements and instruments arising after the date hereof.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Acquisition Agreement, and this Assignment and Assumption Agreement re: Licenses and Permits is not intended to enlarge, alter or amend the terms or provisions of such Asset Acquisition Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original agreement but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement re: Licenses and Permits to be executed effective as of the 3rd day of December, 1997.

ASSIGNOR

WITNESS:

EXUMA TRUST

By: _____
Donald Gessley, Trustee

By: _____
Terry L. Gerber, General Manager

By: _____
Cathy J. Gerber, Secretary

ASSIGNEE

WITNESS:

TELECOM TOWERS, L.L.C.

Arthur Byrd

By: Charles M. Byrd
Title: President

jww@telecom.com/asnngen.cm

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement re: Licenses and Permits to be executed effective as of the 5th day of December, 1997.

ASSIGNOR

WITNESS:

EXUMA TRUST

Marilyn Atkinson By: Donald Gessley
Donald Gessley, Trustee

Marilyn Atkinson By: Terry L. Gerber
Terry L. Gerber, General Manager

Marilyn Atkinson By: Cathy J. Gerber
Cathy J. Gerber, Secretary

ASSIGNEE

WITNESS:

TELECOM TOWERS, L.L.C.

By: _____
Title:

jwwtelecom.cmlasngen.cm

EXHIBIT A to that Assignment and Assumption
Agreement re: Licenses and Permits between
Exuma Trust and TeleCom Towers, L.L.C
dated as of December 3, 1997

TENANT LICENSES

1. Communications Site Lease dated as of May 1, 1994 between Cencall, Inc. d/b/a OneComm Corp. and the Board of Trustees of the Exuma Trust, Dated the 17th Day of November, 1992, as amended.
2. Lease Agreement dated September 16, 1991 between Kansas City SMSA Limited Partnership and Exuma Trust (successor in interest to Terry L. Gerber and Cathy J. Gerber), as amended.

EXHIBIT B to that Assignment and Assumption
Agreement re: Licenses and Permits between
Exuma Trust and TeleCom Towers, L.L.C
dated as of December 3, 1997

GOVERNMENTAL PERMITS

1. FCC Antenna Structure Registration regarding the Tower, Registration No. 1008510, dated November 21, 1996.

jww\telecom.cm\asgnen.cm

JUL-20-01 12:04pm

From-AMERICAN TOWER CORPORATION

713-479-2050

T-822 P.02/05 F-708

STATE OF DELAWARE

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATC MERGER CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "TELECOM TOWERS, L.L.C." UNDER THE NAME OF "TELECOM TOWERS, L.L.C.", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel
Edward J. Freel, Secretary of State

2793350 8100M

991076166

AUTHENTICATION:

DATE:

9599858

02-26-99

Jul-20-01 12:04pm From-AMERICAN TOWER CORPORATION

713-479-2050

T-822 P.03/05 F-709

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/26/1999
891076166 - 2782350

CERTIFICATE OF MERGER

OF

TELECOM TOWERS, L.L.C.

AND

ATC MERGER CORPORATION

FIRST: The names and states of incorporation of each of the constituent business entities are ATC Merger Corporation, a Delaware corporation ("ATMC"), and Telecom Towers, L.L.C., a Delaware limited liability company ("TeleCom").

SECOND: An Amended and Restated Agreement and Plan of Merger, dated as of December 18, 1998, as further amended on December 23, 1998 and February 26, 1999 (the "Agreement"), pursuant to which, *inter alia*, ATMC will merge with and into TeleCom, outstanding Class A Units and Class B Units of TeleCom will be converted into the right to receive cash and shares of Class A Common Stock of American Tower Corporation, a Delaware corporation ("ATC"), and TeleCom shall be the surviving entity of the merger (the "Surviving Limited Liability Company"), has been approved, adopted, certified, executed and acknowledged by each of the aforementioned constituent business entities in accordance with the provisions of Section 264 of the General Corporation Law of the State of Delaware and Section 18209 of the Delaware Limited Liability Company Act.

ATC is the sole stockholder of American Towers, Inc., a Delaware corporation, which is the sole stockholder of ATMC. ATC has no relation to TeleCom prior to the merger.

THIRD: The name of the Surviving Limited Liability Company is "TeleCom Towers, L.L.C.", a Delaware limited liability company.

FOURTH: The executed Agreement is on file at an office of the Surviving Limited Liability Company. The address of said office is:

116 Huntington Avenue
Boston, Massachusetts 02116

FIFTH: A copy of the executed Agreement will be furnished by the Surviving Limited Liability Company, on request and without cost, to any member of the aforesaid Surviving Limited Liability Company or any person holding an interest in the terminating corporation.

SIXTH: The effective time of the merger herein provided for shall be 11:59 p.m., Eastern time, on February 26, 1999.

JUL-23-2001 MON 10:57 AM

FAX NO.

P. 04/05

JUL-20-01 12:04pm From-AMERICAN POWER CORPORATION

713-478-2050

T-822 P.04/05 F-700

IN WITNESS WHEREOF, the Surviving Limited Liability Company has caused
this Certificate to be signed by a duly authorized officer this 26th day of February, 1999.

TELECOM TOWERS, L.L.C.

By: *Randall N. Smith*

Name: Randall N. Smith

Authorized Person

CALL 800-555-5555

Jul-20-01 12:05pm From:AMERICAN TOWER CORPORATION

713-479-2050

T-822 P.05/05 F-708

**AMERICAN TOWER CORPORATION
ANNOUNCES THE PURCHASE OF
TELECOM TOWERS, L.L.C.**

March 29, 1999

Dear customer,

Please be advised that American Tower Corporation has purchased Telecom Towers, L.L.C. effective February 26, 1999. We hope that the transition of our integration will be transparent to you. For your information all future operations for sites located in Arkansas, Colorado, Kansas, Montana, Nebraska, North Dakota, New Mexico, Oklahoma, South Dakota, Texas, and Wyoming will be conducted from ATC's Southwest Regional office in Houston, Texas.

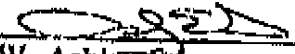
Your payments should be remitted to:

American Tower Corporation
P O Box 4346, Dept. 607
Houston, TX 77210-4346

Please correct your accounts payable records to reflect this ownership change. All correspondence other than payments should be directed to American Tower Corporation at:

3411 Richmond, Suite 400
Houston, TX 77046-3401

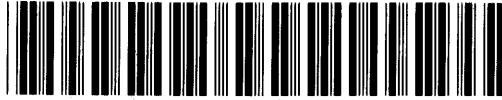
Should you have any questions concerning this ownership change, please contact Mr. Mike Rowe at (713) 479-2045 or (800) 621-0501. Should you require any marketing information, please contact Mr. Pat Bandy, Director of Business Development, at (713) 479-2068 or (800) 621-0501.


W. Ashley Edens
Director of Finance
American Tower Corporation

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/14/2009 02:01:27 PM

INSTRUMENT TYPE: ASSN FEE: \$36.00 6 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2009E0046901

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Recording Cover Sheet

Title of Document: Assignment and Assumption of Lease or Other Agreements

Date of Document: 9:00 am on February 28, 2007

Grantor(s): **Southern Towers, LLC, a Delaware limited liability company** whose mailing address is 116 Huntington Ave., Boston, MA 02116

Grantee(s): **American Tower Asset Sub II, LLC, a Delaware limited liability company** whose mailing address is 116 Huntington Ave., Boston, MA 02116

Legal Description: at Page 6 [Annex I, and attachment]

Reference Book and Page: Book 12654 Page 1251

This Document Prepared By and
~~After Recordation, Return To:~~

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Karen Carp, Esq.
Phone: 617-338-2829

After recording please return to:
Tien Thoong, Account Executive
Parasec
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

MISSOURI
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Unity Village MO 2 -- 306035

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from **Southern Towers, LLC**, a Delaware limited liability company ("Assignor") to **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is: 116 Huntington Avenue, Boston, MA 02116.

Agreement:

In consideration of \$10.00 and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

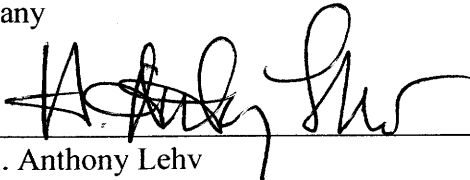
1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and appurtenances pertaining

therefo (in each case, to the extent assignable) (collectively, the "Land Lease") together with any and all of Assignor's right, title and interest in and to the buildings, towers and other improvements located at the real property with the legal description set out on Annex 1 hereto and leased pursuant to such Land Lease and all leases or subleases with respect thereto pursuant to which Assignor leases any part thereof to others (collectively the "Tower Leases"). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

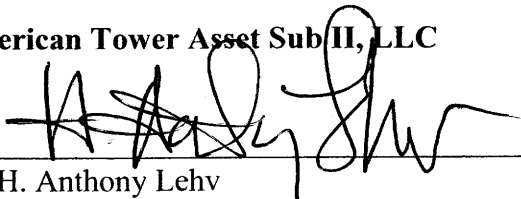
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

Southern Towers, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

American Tower Asset Sub II, LLC

By: 
H. Anthony Lehv
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 26th day of February, 2007, before me, Catherine M. Bradley, a Notary Public in and for said State, personally appeared H. Anthony Lehv, to me personally known, Senior Vice President of **Southern Towers, LLC**, a Delaware limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

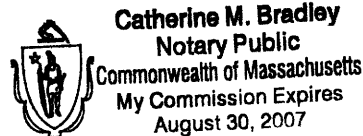
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

(SEAL)

Catherine M. Bradley
Printed Name: Catherine M. Bradley
Notary Public in and for said State
Commissioned in Suffolk County

My Commission Expires:

8/30/07



COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 26th day of February, 2007, before me, Catherine M. Bradley, a Notary Public in and for said State, personally appeared H. Anthony Lehv, to me personally known, Senior Vice President of **American Tower Asset Sub II, LLC**, a Delaware limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

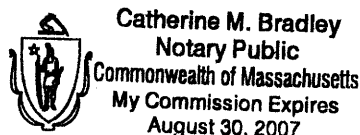
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

(SEAL)

Catherine M. Bradley
Printed Name: Catherine M. Bradley
Notary Public in and for said State
Commissioned in Suffolk County

My Commission Expires:

8/30/07



Schedule A
to Assignment and Assumption Agreement

Site Designation Supplement dated as of June 30, 2001 between Kansas City SMSA Tower Holdings LLC and Southern Towers, Inc., in connection with which a Memorandum of Sublease with Purchase Option is recorded in Inst. 2004I0044288, which Site Designation Supplement was delivered in connection with the Lease and the Sublease dated December 14, 2000 and relates to the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

SITE:306035
UNITY VILLAGE MO 2
JACKSON COUNTY
MISSOURI

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 48, RANGE 32, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°29'00"E A DISTANCE OF 11.21 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 470, AS NOW ESTABLISHED; THENCE S87°52'36"E ON SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 841.99 FEET; THENCE S02°07'24"W A DISTANCE OF 16.73 FEET TO THE POINT OF BEGINNING OF THE LEASED TRACT TO BE DESCRIBED; THENCE N85°49'52"E A DISTANCE OF 75.00 FEET; THENCE S04°31'34"E A DISTANCE OF 75.00 FEET; THENCE S85°40'05"W A DISTANCE OF 74.79 FEET; THENCE N04°41'17"W A DISTANCE OF 75.21 FEET TO THE POINT OF BEGINNING. CONTAINS 5625 SQUARE FEET OR 0.13 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.