

STATE OF MICHIGAN
HURON COUNTY
RECORDED

11 SEP 2001 1:30:19 PM

FRANCES L. HOLDWICK
REGISTER OF DEEDS

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 21 day of August, 2001 and between Daniel E. and Mary Virginia Indo and Deanna Marie ("Landlord"), whose mailing address is 103 E. Kinde Road, Kinde, MI 48445 and American Tower, L.P., a Delaware limited partnership ("Tenant"), whose mailing address is 1101 Perimeter Drive, Suite 225, Schaumburg, IL 60173, Legal Department.

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated August 19, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on Leased Premises (as hereinafter defined); and

WHEREAS, the parties wish to provide a memorandum of the Lease, in order to provide record notice to all third parties of Tenant's rights under the Lease;

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Lease Term.** The term of the Lease shall be five (5) years commencing on October 2, 2000 ("Commencement Date"), and terminating at midnight on the day prior to the anniversary of the Commencement Date ("Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for nine (9) additional five year terms (the "Renewal Terms"). The rent and other obligations of Landlord and Tenant are set forth in the Lease which reference is made for further information.
- 2. Leased Premises.** Subject to the terms of the Lease, as same may be amended from time to time, Landlord leased to Tenant the real property together with rights of way and easements for ingress, egress, regress and return described on Exhibit A attached hereto (the "Leased Premises"), for the Initial Term and any Renewal Term.
- 3. Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at addresses for each as set forth above, unless otherwise notified in writing.
- 4. Conflict.** If a conflict exists between the terms of the Lease and those contained in this Memorandum, the terms contained in the Lease shall govern and be controlling. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease.
- 5. Governing Law.** This Memorandum and the Lease are governed by the laws of the State of in which the Leased Premises are located.

NW 5-17-13
SW 32-18-13

EXHIBIT "A"

Land in the Township of Lincoln, Huron County, Michigan, described as follows:

The East 1/2 of the Northwest 1/4 of Section 5, Township 17 North, Range 13 East, Lincoln Township, Huron County, Michigan; EXCEPT the Northerly 282.0 feet of the Westerly 200.0 feet thereof, and except easements and rights of record.

ALSO, the Southwest 1/4 of Section 32, Township 18 North, Range 13 East, Dwight Township, Huron County, Michigan; EXCEPT commencing at the Southwest corner of Section 32, thence South 90 degrees East along the South line of Section 32, 1152.72 feet to the point of beginning; thence North 00 degrees 50 minutes 50 seconds East 115.0 feet; thence South 90 degrees East, 115.0 feet; thence South 00 degrees 50 minutes 50 seconds West, 50.0 feet; thence South 90 degrees East, 157.0 feet; thence South 00 degrees 50 minutes 50 seconds West, 229.0 feet, thence North 00 degrees West, along the South line of said Section 32, 272.0 feet to the point of beginning.

Tax Item No. 3214-005-007-00

Tax Item No. 3207-032-008-00