Appointment of Agent
AT&T Site #368-317

The undersigned Lester Ray and Gloria Porter ("Owner") hereby appoints Styers, Kemerait & Mitchell, PLLC as Owner's exclusive agent for the purpose of petitioning Chatham County for all necessary zoning, site plan, building permit and other local governmental approvals required for the location of a wireless telecommunications tower on the property located at 464 Old Farrington Rd. Chapel Hill NC including, without limitation, the following:

1. To submit the proper applications and the required supplemental materials.
2. To appear at public meetings to give representation and commitments on behalf of the Owner.
3. To act on the Owner's behalf without limitation with regard to any and all things directly or indirectly connected with or arising out of the applications for zoning, site plan, building permit and other local governmental approvals required for the wireless telecommunications tower.

This agency agreement shall continue in effect until written notice of revocation by the Owner is delivered to Chatham County.

This the 13th day of April, 2014

Agent's Name, Address & Telephone

Styers, Kemerait & Mitchell, PLLC
by M. Gray Styers, Jr.
1101 Haynes St., Ste. 101-C

Raleigh, NC 27604

Signature of Owner(s)

Lester Ray Porter
Lester Ray Porter

Gloria Rhodes Porter
Gloria Rhodes Porter

NPRAL1:272841.1

Site Name: Farrington NC
Site Number: 280422

LEASE AGREEMENT

THIS LEASE AGREEMENT ("***Agreement***") is made effective as of the date of the latter signature hereof (the "***Execution Date***") and is by and between Landlord and American Tower.

RECITALS

A. WHEREAS, Landlord is the owner of that certain parcel of land (the "***Property***") located in the County of Chatham, State of North Carolina, as more particularly described on Exhibit A;

B. WHEREAS, Landlord desires to grant to American Tower an option to lease from Landlord a portion of the Property (the "***Compound***"), together with easements for ingress and egress and the installation and maintenance of utilities (the "***Easement***" and together with the Compound, the "***Site***") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this paragraph 1.

(a) ***American Tower***: American Towers LLC, a Delaware limited liability company

(b) ***Notice Address of American Tower***: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01810
Attn: Land Management

with a copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department

(c) ***Landlord:*** Lester Ray Porter Jr. and Gloria Rhodes Porter

(d) ***Notice Address of Landlord:*** 998 Whippoorwill Lane
Chapel Hill, NC 27517

(e) ***Initial Option Period***: 1 year

(f) ***Renewal Option Period(s)***: 1 period of 1 year each.

(g) ***Option Period***: The Initial Option Period and any Renewal Option Period(s)

(h) ***Option Consideration (Initial Option Period)***: [redacted]

(i) ***Option Extension Consideration (Renewal Option Period(s))***: [redacted]

(j) ***Commencement Date***: The date specified in the written notice by American Tower to Landlord exercising the Option constitutes the Commencement Date of the Term.

(k) ***Initial Term:*** Five years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.

(l) ***Renewal Terms:*** Each of the four successive periods of five years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(m) ***Term***: The Initial Term with any and all Renewal Terms

(n) ***Rent:*** The monthly amount of [redacted]

(o) ***Increase Amount:*** Rent will increase at the commencement of each Renewal Term by an amount equal to 10% of Rent for the previous five year period.

(p) ***Increase Date***: The first date of each Renewal Term.

2. **Option to Lease.**

(a) Grant of Option. Landlord hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "***Option***").

(b) Extension of Option. The Initial Option Period will automatically be extended for each Renewal Option Period unless American Tower provides Landlord written notice of its intent not to extend the Option.

(c) Consideration for Option. Option Consideration is due and payable in full within 30 days of the Execution Date and American Tower will pay Landlord any Option Extension Consideration within 30 days of the commencement of any Renewal Option Period.

(d) Option Period Inspections and Investigations.

(i) During the Option Period, Landlord will provide American Tower with any keys or access codes necessary for access to the Property.

(ii) During the Option Period, American Tower and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the "***Survey***"), provided that American Tower will not unreasonably interfere with Landlord's use of the Property in conducting these activities. At American Tower's discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease.

(iii) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this paragraph 2(d).

(e) Exercise of Option. American Tower may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If American Tower exercises the Option then Landlord will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate.

3. Term.

(a) Initial Term. The Initial Term is as provided in paragraph 1(k).

(b) Renewal Terms. American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in paragraph 4(b). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "***Tower***"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "***Tower Facilities***"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the "***Intended Use***").

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "***Collocator***" and collectively, the "***Collocators***"). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound including but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

6. **Tower Facilities.**

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through no more than one acre of real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities including: (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property on the gravel driveway or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. **Utilities.**

(a) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(b) If utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from American Tower or any Collocator. Landlord will, upon American Tower's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) American Tower and the Collocators each may install backup generator(s).

8. **Access**

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invites or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to [redacted] per day for each day that such access is impeded or denied.

9. **Representations and Warranties of Landlord.** Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site 24 hours a day, 7 days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("***Interference***"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

11. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon 30 days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and operation of the Tower Facilities or to the Intended Use (collectively, the "***Approvals***"); or

(c) Upon 30 days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole, but reasonable judgment for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to this provision, American Tower shall be relieved of all further liability hereunder.

12. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within 12 months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within 3 days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or

Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of, on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "***Environmental Laws***") by either Landlord or to Landlord's knowledge, any third party; and

(ii) To Landlord's knowledge, no third party been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "***Hazardous Materials***" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

14. Indemnification.

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's

fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of American Tower, or American Tower's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

15. Right of First Refusal; Sale of Property.

(a) During the Term, prior to selling the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, or otherwise transfer Landlord's interest in Rent, and prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "***Offer***"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. American Tower will exercise its right of first refusal within 30 days of receipt of Landlord's notice and if American Tower does not provide notice within 30 days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, section 15(b) of this Agreement will control the terms of the sale.

(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement the purchaser must agree to perform, without requiring compensation from American Tower or any Collocator, any obligation of the Landlord under this Agreement, including Landlord's obligation to cooperate with American Tower as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from American Tower or any Collocator to be paid to such purchaser.

16. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 15 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "***Secured Parties***"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

17. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

18. Insurance. American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as American Tower may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of $1,000,000.

19. Waiver of Damages.

(a) In the event that American Tower does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by American Tower to Landlord

as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Agreement including specific performance and damages for breach of contract.

(b) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

20. **Confidentiality.** Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

21. **Subordination Agreements.**

(a) If the Site is encumbered by a mortgage or deed of trust, within 30 days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within 30 days of such request.

22. **Notices.** All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this paragraph 22, with such new notice address being effective 30 days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

23. **Further Acts.**

(a) Within 15 days after receipt of a written request from American Tower, Landlord will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement.

(b) American Tower will be entitled to liquidated damages for the revenue lost by American Tower as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that American Tower may deduct the amount of [redacted] per day from future installments of Rent for any delay to American Tower caused by Landlord's failure or unwillingness to act, such amount being an estimate of American Tower's lost revenue. American Tower's right to collect such liquidated damages will in no way affect American Tower's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

24. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

25. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(p) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Farrington NC
Site Number: 280422

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD

Gloria R Porter / Lester Ray Porter
Name: Gloria R. Porter / Lester Ray Porter
Date: 5-13-13

STATE OF North Carolina
COUNTY OF Orange

I, a Notary Public of the County and State aforesaid, certify that Gloria R. Porter and Lester Ray Porter came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 13 day of May, 2013

[Affix Notary Seal]

Elizabeth C. Barham
Notary Public
My commission expires:
2/6/2016

ELIZABETH C. BARHAM
MY COMMISSION EXPIRES
NOTARY
PUBLIC
FEBRUARY 06, 2016
FRANKLIN COUNTY, NC

Site Name: Farrington NC
Site Number: 280422

LANDLORD

Gloria R Porter / Lester Ray Porter

Name: Gloria R Porter / Lester Ray Porter

Date: 5-13-13

STATE OF North Carolina
COUNTY OF Orange

I, a Notary Public of the County and State aforesaid, certify that Gloria R. Porter + Lester Ray Porter came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 13 day of May, 2013

[Affix Notary Seal]

ELIZABETH C. BARHAM
MY COMMISSION EXPIRES
NOTARY
PUBLIC
FEBRUARY 06, 2016
FRANKLIN COUNTY, NC

Elizabeth C. Barham
Notary Public
My commission expires:
2/6/2016

Site Name: Farrington NC
Site Number: 280422

AMERICAN TOWER:

American Towers LLC, a Delaware limited liability company

By: _____
Name: STEVE VONDRAN
Title: Senior Vice President
General Counsel

Date: 6/13/13

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the 13 day of June, 2013 the undersigned notary public, personally appeared Steve Vondran, proved to me through satisfactory evidence of identification, which were ***personally known***, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as Senior Vice President, of American Towers LLC, before me.

ERIN E. FISCHER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 12, 2015

_____
Notary Public
My Commission Expires: 3/12/2015

Site Name: Farrington NC
Site Number: 280422

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name: Farrington NC
Site Number:280422

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

Lester Ray Porter 6/3/13
Carol Porter 6/3/13

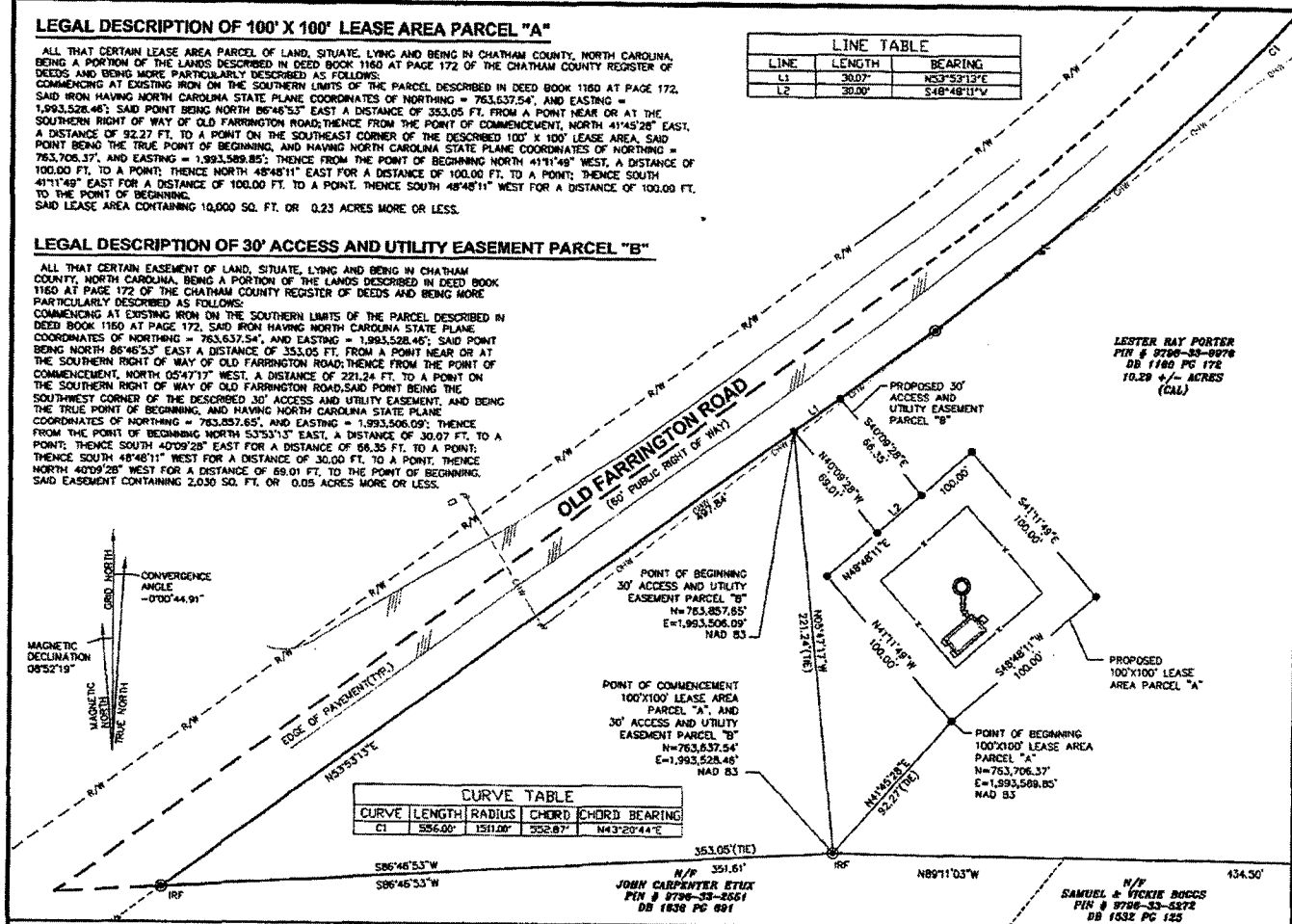
LEGAL DESCRIPTION OF 100' X 100' LEASE AREA PARCEL "A"

ALL THAT CERTAIN LEASE AREA PARCEL OF LAND, SITUATE, LYING AND BEING IN CHATHAM COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1160 AT PAGE 172 OF THE CHATHAM COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT EXISTING IRON ON THE SOUTHERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1160 AT PAGE 172, SAID IRON HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 763,637.54', AND EASTING = 1,993,528.46'; SAID POINT BEING NORTH 86°46'53" EAST A DISTANCE OF 353.05 FT. FROM A POINT NEAR OR AT THE SOUTHERN RIGHT OF WAY OF OLD FARRINGTON ROAD; THENCE FROM THE POINT OF COMMENCEMENT, NORTH 41°45'28" EAST, A DISTANCE OF 92.27 FT. TO A POINT ON THE SOUTHEAST CORNER OF THE DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 763,706.37', AND EASTING = 1,993,569.85'; THENCE FROM THE POINT OF BEGINNING NORTH 41°11'49" WEST, A DISTANCE OF 100.00 FT. TO A POINT; THENCE NORTH 48°48'11" EAST FOR A DISTANCE OF 100.00 FT. TO A POINT; THENCE SOUTH 41°11'49" EAST FOR A DISTANCE OF 100.00 FT. TO A POINT. THENCE SOUTH 48°48'11" WEST FOR A DISTANCE OF 100.00 FT. TO THE POINT OF BEGINNING.
SAID LEASE AREA CONTAINING 10,000 SQ. FT. OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT PARCEL "B"

ALL THAT CERTAIN EASEMENT OF LAND, SITUATE, LYING AND BEING IN CHATHAM COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1160 AT PAGE 172 OF THE CHATHAM COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT EXISTING IRON ON THE SOUTHERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1160 AT PAGE 172, SAID IRON HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 763,637.54', AND EASTING = 1,993,528.46'; SAID POINT BEING NORTH 86°46'53" EAST A DISTANCE OF 353.05 FT. FROM A POINT NEAR OR AT THE SOUTHERN RIGHT OF WAY OF OLD FARRINGTON ROAD; THENCE FROM THE POINT OF COMMENCEMENT, NORTH 05°47'17" WEST, A DISTANCE OF 221.24 FT. TO A POINT ON THE SOUTHERN RIGHT OF WAY OF OLD FARRINGTON ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF THE DESCRIBED 30' ACCESS AND UTILITY EASEMENT, AND BEING THE TRUE POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 763,857.65', AND EASTING = 1,993,506.09'; THENCE FROM THE POINT OF BEGINNING NORTH 53°53'13" EAST, A DISTANCE OF 30.07 FT. TO A POINT; THENCE SOUTH 40°09'28" EAST FOR A DISTANCE OF 66.35 FT. TO A POINT; THENCE SOUTH 48°48'11" WEST FOR A DISTANCE OF 30.00 FT. TO A POINT, THENCE NORTH 40°09'28" WEST FOR A DISTANCE OF 69.01 FT. TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 2,030 SQ. FT. OR 0.05 ACRES MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.07'	N53°53'13"E
L2	30.00'	S48°48'11"W



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	556.00'	1511.00'	552.87'	N43°20'44"E

LEGAL DESCRIPTIONS

SCALE: 1" = 50'

PREPARED FOR:
AMERICAN TOWER CORPORATION
400 REGENCY FOREST DR.
CARY, NC 27511

PROJECT INFORMATION:
AT&T SITE # 368-317
ATC SITE # 280422
FARRINGTON NC
464 OLD FARRINGTON RD.
CHAPEL HILL, NC 27514
(CHATHAM COUNTY)

PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
(919) 661-6351
NC LICENSE NO. C-1794

SURVEYOR CERTIFICATE
I, CLIFFORD BYRD, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY DIRECT SUPERVISION, (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREON; THAT RATIO OF PRECISION AS CALCULATED IS 1: 10,000 OR GREATER; THAT THE AREA IS COMPUTED BY COORDINATE METHOD; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 24 DAY OF MAY, 2013.

NORTH CAROLINA PROFESSIONAL SEAL L-3782 LAND SURVEYOR CLIFFORD C. BYRD

NORTH CAROLINA PLS # L-3782
CLIFFORD C. BYRD

SHEET TITLE
LEGAL DESCRIPTIONS

DATE: 05/24/2013	REVISION: 0
SHEET #: 2 OF 2	TEP #: 131147

Site Name: Farrington NC
Site Number:280422

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site.

Lester Ray Porter Jr 6/3/13
Carol R Porter 6-3-13

VICINITY MAP n.t.s.

LEGEND

- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- ADJOINERS PROPERTY LINE (NOT SURVEYED)
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- IRF IRON ROD (FOUND)
- PROPERTY CORNER (CALCULATED)
- EDGE OF PAVEMENT
- OHW OVERHEAD WIRE
- R/W RIGHT-OF-WAY
- CHAIN LINK FENCE
- EXISTING TREE LINE

1A CERTIFICATE

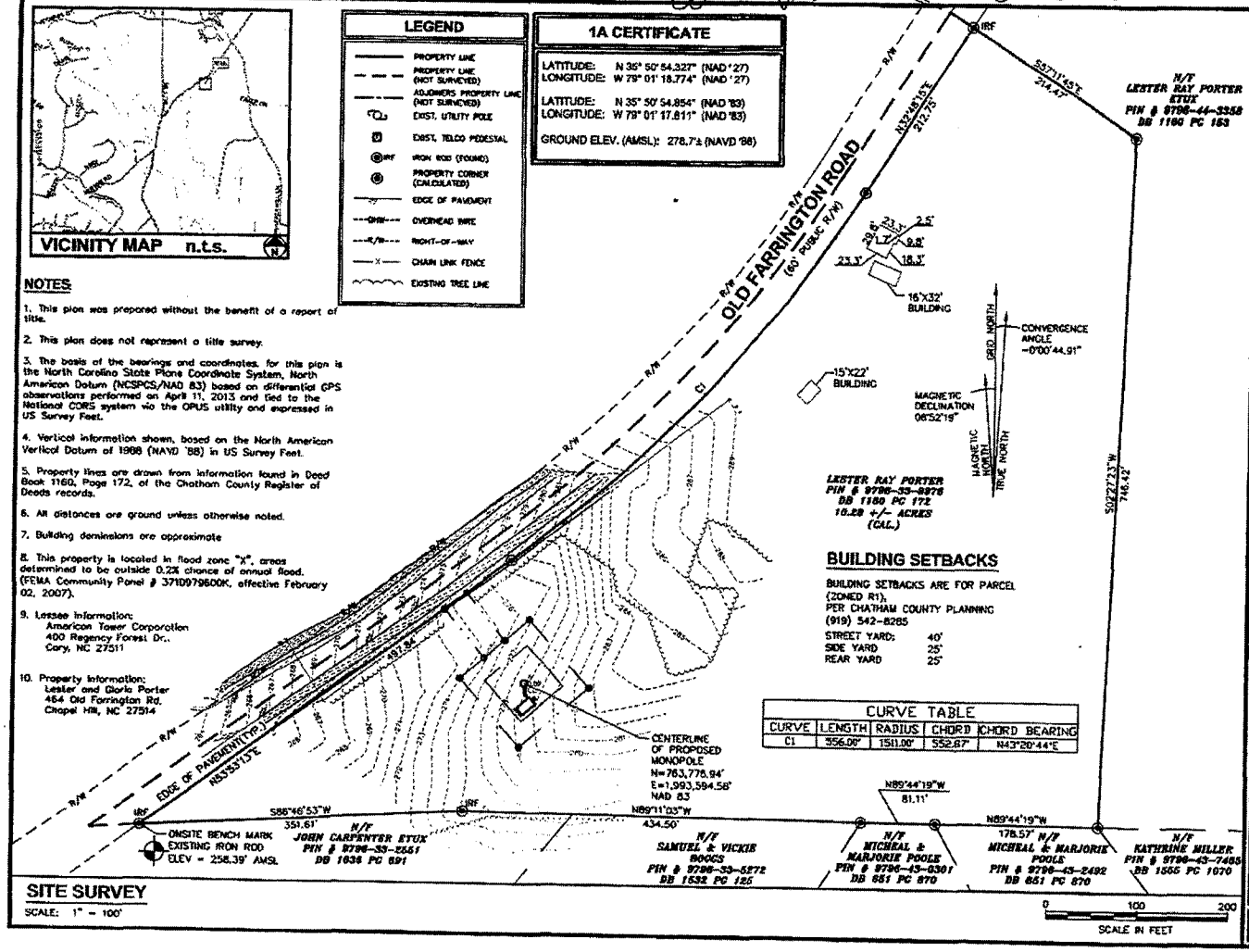
LATITUDE: N 35° 50' 54.327" (NAD '27)
LONGITUDE: W 79° 01' 18.774" (NAD '27)

LATITUDE: N 35° 50' 54.854" (NAD '83)
LONGITUDE: W 79° 01' 17.811" (NAD '83)

GROUND ELEV. (AMSL): 278.7± (NAVD '88)

NOTES

1. This plan was prepared without the benefit of a report of title.
2. This plan does not represent a title survey.
3. The basis of the bearings and coordinates, for this plan is the North Carolina State Plane Coordinate System, North American Datum (NCSPCS/NAD 83) based on differential GPS observations performed on April 11, 2013 and tied to the National CORS system via the OPUS utility and expressed in US Survey Feet.
4. Vertical information shown, based on the North American Vertical Datum of 1988 (NAVD '88) in US Survey Feet.
5. Property lines are drawn from information found in Deed Book 1160, Page 172, of the Chatham County Register of Deeds records.
6. All distances are ground unless otherwise noted.
7. Building dominsions are approximate
8. This property is located in flood zone "X", areas determined to be outside 0.2% chance of annual flood. (FEMA Community Panel # 3710979600K, effective February 02, 2007).
9. Lessee information:
   American Tower Corporation
   400 Regency Forest Dr.,
   Cary, NC 27511
10. Property information:
   Lester and Gloria Porter
   464 Old Farrington Rd.
   Chapel Hill, NC 27514



BUILDING SETBACKS

BUILDING SETBACKS ARE FOR PARCEL (ZONED R1), PER CHATHAM COUNTY PLANNING (919) 542-8285

STREET YARD:	40'
SIDE YARD	25'
REAR YARD	25'

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	556.00'	1511.00'	552.87'	N43°20'44"E

SITE SURVEY

SCALE: 1" = 100'

PREPARED FOR:

AMERICAN TOWER CORPORATION
400 REGENCY FOREST DR.
CARY, NC 27511

PROJECT INFORMATION:

AT&T SITE # 368-317
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PREPARED BY:

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NORTH CAROLINA PROFESSIONAL SEAL L-3782 LAND SURVEYOR CLIFFORD C. BYRD

NORTH CAROLINA PLS # L-3782
CLIFFORD C. BYRD

SHEET TITLE:

SITE SURVEY

DATE: 05/24/2013	REVISION: 0
SHEET #: 1 OF 2	TEP #: 131147

Site Name: Farrington NC
Site Number: 280422

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]