

FIRST LEASE AMENDMENT

This FIRST LEASE AMENDMENT ("*Amendment*") is made effective as of the latter signature date hereof ("*Effective Date*") by and between Hotchkiss Properties, a Utah general partnership ("*Lessor*") and Spectrasite Communications, LLC, a Delaware limited liability company ("*Lessee*").

RECITALS

- A. Lessor and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, predecessor in interest to Lessee entered into that certain Communication Site Lease Agreement dated November 17, 1997 (as amended, the "*Lease*"), whereby the Lessee leases a portion of the real Premises owned by Lessor (the "*Land*"), such portion being more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and, if applicable, guy wire and guy anchor easements (collectively, the "*Premises*"); and
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

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

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

accordance with this lease amendment shall continue to be paid to, and all taxable income from the same shall be reported by, **Hotchkiss Properties**.

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

3. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States mail, certified, return receipt requested to the address set forth herein. Either party may change its notice address with 30 days written notice. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

Lessor: Hotchkiss Properties
Attn: Teresa Hotchkiss
1781 N. Fruitland Drive
Ogden, UT 84414

Lessee: Spectrasite Communications, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

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

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

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

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

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

7. **Option to Purchase Premises.** Lessor hereby grants Lessee the option to purchase the Premises, as same may be expanded pursuant to Paragraph 11 of this Amendment, including applicable easements for utilities and/or access, guy wire and guy anchor easements (if applicable), upon the expiration of the Term for the sum of \$1.00. If Lessee elects to exercise said option, Lessee shall notify Lessor in writing 18 months prior to expiration of Term. Upon Lessee's exercise of said option, Lessor agrees to cooperate with Lessee as necessary to obtain appropriate zoning, permitting, subdivision and government approvals and to convey the Premises to Lessee by general warranty deed and easements in a form reasonably acceptable to Lessee. Lessor agrees that the foregoing cooperation shall include, but is not limited to, Lessor's recording covenants on the Land which would restrict the use and development of the Land to ensure that the Premises satisfies any jurisdictional fall zone or other land use requirements or stipulations.

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

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

Amendment for the installation, repair, construction, maintenance, removal and replacement of all equipment located or to be located within the Premises, including (i) access to the Premises for construction machinery and equipment, (ii) storage of construction materials and equipment and (iii) use of a staging area for such installation, repair, construction, maintenance, removal and replacement of equipment within the Premises.

10. **Premises, Maintenance, Repairs, Modifications, Replacements, Removals.** Lessee shall have the right to repair, remove, install, build, modify or replace equipment shelters, sheds and utility cabinets as well as any other utility or telecommunications equipment or other Premises now or located at the Premises in the future that Lessee or Lessee's Lessees, subLessees or licensees shall require for the use of the Premises. Lessee shall have the right to modify the existing tower or a future tower, including but not limited to, reducing or extending its height or replacing such tower with a tower of a different height and/or type. Lessee shall have the right to reconfigure any guy wires and anchors, if applicable, on the Premises and Land. Lessee has the right to install a second, temporary cell-tower structure while Lessee is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Premises. The temporary structure will be promptly removed by Lessee upon the completion of such modification, maintenance, repair or replacement. Lessee or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal Premises from the Premises at any time during the Term and within 90 days after the expiration or termination hereof, including if Lessee's purchase of the Premises is not consummated pursuant to Paragraph 7 hereof.

11. **Option for Additional Ground Space.** Lessor grants to Lessee an irrevocable option to expand the Premises to include an additional [REDACTED] square feet contiguous to the Premises, in a shape and location to be designated by Lessee by written notice to Lessor (the "*Option Area*") for no additional consideration. Lessor hereby agrees to give Lessee no less than 30 days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Land. During the foregoing 30 day period Lessee may elect to designate the Option Area by written notice to Lessor, in which case such Option Area would no longer be available for Lessor to lease to a third party. Lessee may, at its sole cost and expense, have a survey prepared of the Option Area. Lessor agrees that the legal description of the area as shown on the survey shall then become the legal description of the Option Area. In the event Lessee expands the Premises pursuant to this paragraph, at Lessee's request and expense (including all reasonable expenses incurred by Lessor hereunder), Lessor agrees to execute (i) an amendment to the Lease to reflect the addition of the Option Area to the Premises and (ii) an amended memorandum of lease in recordable form containing the new legal description of the Premises including the Option Area. Lessor hereby grants to Lessee, its agents, employees and independent contractors the right to enter upon the Option Area at any time after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey. Lessor grants the right to clear trees and other obstructions which may interfere, in Lessee's sole discretion, with Lessee's ability to conduct such activities. Upon request, Lessor shall provide Lessee with any necessary keys or access codes needed to access the Option Area.

12. **Government Approvals.** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customers' efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("*POA*") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Premises. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries

or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Land or the Premises or require Lessor to modify any of Lessor's Premises that surrounds the Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.

13. **Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Land or the Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Land or the Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Land or Premises, as applicable, to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Land, Premises or all or a portion of Lessor's interest in the Lease, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Land, Premises or all or a portion of Lessor's interest in the Lease.

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

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

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

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

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

LESSOR:
HOTCHKISS PROPERTIES, A Utah
General partnership

WITNESSES:

By: Craig S Hotchkiss
Print Name: Craig S. Hotchkiss
Title: President

Signature
Print Name: _____

Signature
Print Name: _____

Acknowledgment

LESSOR
STATE OF Utah)
) ss:
COUNTY OF Weber)

On 12/4/08 before me, Misty Thompson, personally
(here insert name OF NOTARY)
appeared Craig S Hotchkiss, personally known to me (or proved to me on
Name(s) of Document Signer(s)

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 they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Misty Thompson
Notary Public
My Commission Expires: 9-13-2011



{Seal}

LESSEE:

SPECTRASITE COMMUNICATIONS, LLC

By: SpectraSite, LLC, its sole Member and Manager

By: American Tower Corporation, its sole Member and Manager

[Signature]
Jason D. Hirsch
Vice President of Land Management

WITNESSES:

[Signature]
Signature
Print Name: QIAO HANG

[Signature]
Signature
Print Name: John M. Pabiszczewicz

Acknowledgement

LESSEE

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 4th day of December, 2008, before me, Anthony V. Rosa, the undersigned Notary Public, personally appeared Jason D. Hirsch, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President, Land Management, of Spectrasite Communications, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 3/27/09

{Seal}



EXHIBIT A

Premises

Situated in the County of Weber, State of Utah: Known as being a part of Lot 12, Weber Industrial Park Plat "A". Also known as being a 1,600 square foot Lease Area over and upon a parcel of land now or formerly conveyed to Craig S. & Teresa Hotchkiss as recorded in Book 1866, Page 857 of Weber County Records and being more particularly described as follows:

Commencing on the northwest line of Hemingway North Street (70' Wide) at the southwest corner of said Lot 12;

Thence, along the west line of Lot 12, North 24°51'29" West, 82.03 feet to the Point of Beginning of the parcel of land herein described;

Thence, continuing along the west line of Lot 12, North 24°51'29" West, 40.00 feet;

Thence, leaving the west line of Lot 12, North 65°08'31" East, 40.00 feet;

Thence, South 24°51'29" East, 40.00 feet;

Thence, South 65°08'31" West, 40.00 feet to the Point of Beginning and containing 0.0367 acres (1,600 square feet) of land, more or less.

Access and Utilities Easement

Situated in the County of Weber, State of Utah: Known as being a part of Lot 12, Weber Industrial Park Plat "A". Also known as being a twelve (12) foot wide Access Easement over and upon a parcel of land now or formerly conveyed to Craig S. & Teresa Hotchkiss as recorded in Book 1866, Page 857 of Weber County Records and being more particularly described as follows:

Beginning on the northwest line of Hemingway North Street (70' Wide) at the southwest corner of said Lot 12;

Thence, along the west line of Lot 12, North 24°51'29" West, 82.03 feet;

Thence, leaving the west line of Lot 12, North 65°08'31" East, 12.00 feet;

Thence, South 24°51'29" East, 82.03 feet to the northwest line of Hemingway North Street;

Thence, along the northwest line of Hemingway North Street, South 65°08'31" West, 12.00 feet to the Point of Beginning and containing 0.0226 acres (984 square feet) of land, more or less.
