

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Buyer**") and **Livonia Public Schools School District**, a Michigan general powers school district ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase a communications easement and access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit A** and incorporated herein by reference (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Wayne, State of Michigan (the "**Premises**"), and on which Buyer currently operates a communications facility. Seller shall also assign to Buyer, or an affiliate of Buyer, all of Seller's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Premises, including but not limited to those agreements listed on the **Current Agreement Addendum** attached hereto and incorporated by this reference (the "**Current Agreement**"), including without limitation, the right to receive any and all rents and other monies payable to Seller thereunder, arising or accruing on or after the Closing (as herein defined). The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by paying to Seller an amount equal to **Nine Hundred Thousand and No/100 Dollars (\$900,000.00)** [the "**Purchase Price**"] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the "**Closing**". Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **Livonia Public Schools School District**. From and after the Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers for a similar easement as contemplated herein and the Easement Agreement for the Easements, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the expiration of this Option Agreement.
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180th day following the Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Buyer shall and hereby does indemnify and hold Seller harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from inspecting, surveying or otherwise evaluating the Premises in accordance with this section by Buyer or Buyer's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Seller or any of

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Seller's employees, agents, contractors, and/or invitees. The aforementioned indemnification shall survive the Closing or the termination of this Option Agreement for a period of two (2) years. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. In the event all or any portion of the Premises is encumbered by a mortgage, or other security interest and the Parties cannot obtain a Non-Disturbance Agreement ("**NDA**") on a form to be provided by Buyer from the applicable lender, Buyer may choose not to exercise the Option or perform a risk assessment to determine whether Buyer will exercise the Option without an NDA in Buyer's absolute and sole discretion.

4. Seller shall execute and deliver to Buyer any documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance, provided no recording may take place prior to Closing. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's family, attorney or broker, if any, or if required pursuant to a court action or applicable law, Seller shall not disclose the terms of this Option Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.
7. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
8. 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 addresses set forth herein; To Seller at: Attn: Superintendent, 15125 Farmington Road, Livonia, MI 48154; To Buyer at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

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9. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before _____, 2015.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

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BUYER:

American Tower Asset Sub II, LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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SELLER:

Livonia Public Schools School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

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CURRENT AGREEMENT ADDENDUM

That certain Ground and Building Lease Agreement dated April 28, 1994 by and between Livonia Public Schools District, as Landlord, and Detroit SMSA Limited Partnership, as Tenant, as amended by that certain First Amendment to Ground and Building Lease Agreement dated June 13, 2002, as further amended by that certain Second Amendment to Ground and Building Lease Agreement dated April 12, 2004 and that certain Third Amendment to Ground and Building Lease Agreement dated October 24, 2006, as evidenced in that certain Memorandum of Lease dated May 17, 1994 and recorded on October 4, 1994 in Book 2764, Page 63 and further evidenced in that certain Memorandum of Lease dated October, 24, 2006.

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EXHIBIT A

[EASEMENT AGREEMENT TO FOLLOW]

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Prepared by and Return to:

Attorney Patricia Barnaby, Land Management
Site No: 305557
Site Name: Livonia 3 MI
c/o American Tower
10 Presidential Way
Woburn, MA 01801

(Recorder's Use Above this Line)

STATE OF MICHIGAN

Assessor's Parcel No.: 46-036-99-0001-001

COUNTY OF WAYNE

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of _____, 2015 (the "**Effective Date**"), by and between **Livonia Public Schools School District**, a Michigan general powers school district ("**Grantor**") and **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("**Grantee**").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to a portion of the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

Grantor currently leases, under the terms and conditions contained in the Current Agreement (as defined herein), finite portions of the Premises to various wireless communications carriers for the placement of antennas and wireless communications equipment on the areas of the Premises set forth in the Current Agreement to operate wireless communications facilities and Grantor hereby desires to assign to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the Current Agreement in accordance with this Agreement.

AGREEMENTS

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

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive

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easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used solely for the purposes set forth herein and shall expressly include that portion of the Premises within the Exclusive Easement Area upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement. The parties intend and agree that this Agreement solely includes the Easement Areas, as defined above. Notwithstanding the foregoing, Grantor expressly reserves its rights under the Current Agreement to utilize, maintain, repair, and replace, at no additional charge, Grantor's field lighting, flood lights, public address speaker and related equipment (hereinafter, "**Grantor's Equipment**") located on a portion of the tower located within the Exclusive Easement Area as of the Effective Date of this Agreement. Grantor shall be provided reasonable access to the Exclusive Easement Area to utilize, maintain, repair, and replace Grantor's Equipment. In the event Grantor desires to relocate Grantor's Equipment to another location on the tower, Grantor shall obtain Grantee's prior written approval. Grantee agrees to recognize the above mentioned rights of Grantor, and further agrees to retain these rights in the Current Agreement or any subsequent agreements with Permitted Parties, and if any of the Current Agreement or subsequent agreements with Permitted Parties expire or are terminated, Grantor shall have the right to maintain Grantor's Equipment in accordance with this section. Grantor shall exercise due care so as not to damage the tower or any equipment thereon, and Grantor shall be responsible for any damages and losses (collectively, the "**Losses**") to Grantor's Equipment and Grantee's or its Permitted Parties' improvements and equipment caused by Grantor; provided, in all events, the Grantee shall be responsible for all Losses to Grantor's Equipment to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantee or its Permitted Parties (as defined below).

Grantee agrees that Grantor shall have the right to relocate the Access and Utility Easement Area at Grantor's sole cost and expense if, in the sole opinion of the Grantor, such relocation would enhance the overall utility and development potential of the Premises. Prior to relocating the Access and Utility Easement Area, Grantor shall provide written notification to Grantee of its intent to relocate the Access and Utility Easement Area and deliver to Grantee a copy of a survey (with a corresponding legal description) depicting the new proposed Access and Utility Easement Area location. Additionally, if requested by Grantee, Grantor shall conduct a Phase 1 environmental site assessment of the proposed relocation area, which assessment shall be conducted by environmental professionals approved by Grantee and shall be at Grantor's sole cost and expense. Provided that such relocation is not required due to a condemnation of the Premises, such relocation shall be conditioned, however, upon the Grantor obtaining the prior written approval from Grantee and the Permitted Parties to such relocation, which approval shall not be unreasonably withheld, conditioned or denied. Grantee, however, shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation. Grantor shall also obtain any necessary jurisdiction and government approvals for the requested Access and Utility Easement Area relocation. Grantee's and the Permitted Parties' requirement of any compensation for approval shall be considered unreasonable. In all events, any such alternate location shall provide access and utility service to the Exclusive Easement Area of the same or similar quality, nature and accessibility as exists as of the Effective Date hereof. Grantor agrees the relocation of the Access and Utility Easement Area shall not interrupt Grantee's daily operation of the tower site, including but not limited to access (by foot and vehicle, including trucks) and utility services to the site on a 24 hours a day, 7 days a week basis.

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

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4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantor's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. Furthermore, in the event Grantee and its Permitted Parties (as defined below) voluntarily cease to use (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) the Easement Areas (as defined in Section 1) for a consecutive period of five (5) years (for reasons other than casualty, condemnation or Act of God), and following the expiration of such five (5) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting abandonment, the Easement Areas shall be deemed abandoned. If this Agreement is terminated or abandoned, Grantor and Grantee shall execute and record such documents reasonably required to terminate this Agreement and the Easements and transfer any of Grantee's rights in the Current Agreement (or other subsequent agreement(s)) to the Grantor.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder in the amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00). Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, sublessees, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") solely for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing wireless communications improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate and consistent with the improvements permitted under the Current Agreements, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of wireless communications and other wireless communications related uses. Except for Grantor's Equipment on the tower, any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area pursuant to the Current Agreement, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term, the Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas, and within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties shall remove their equipment, structures, fixtures and other personal property from the Easement Areas, provided however, ; Grantee shall provide prior written notice to Grantor if Grantee intends to remove the tower and if Grantor determines that removal of the tower would prohibit Grantor's ability to utilize or operate Grantor's Equipment, then Grantor shall provide written notice to Grantee within sixty (60) days of receipt of Grantee's notice of such removal. If Grantor provides such written notice to Grantee, then Grantee shall be obligated to install a new light post sufficient to accommodate the use and operation of Grantor's Equipment and of equal or greater quality and type as the then current light posts, within sixty (60) days of receipt of Grantor's written notice. If Grantor does not provide written notice to Grantee within such 60 day period, Grantee shall have the right to remove the existing tower and shall not be obligated to install a new light post. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion, provided that such improvements, alterations or modifications are: (i) consistent with the permitted uses as contemplated under this Agreement; (ii) do not otherwise compromise the structural integrity and safety of the existing tower; (iii) do not expand the height of the tower by more than 20% or the equipment width dimensions by more than 20%; and (iv) do not prohibit or impair Grantor's use and operations of Grantor's Equipment. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Except as otherwise provided for in the Agreement, Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may construct a fence around all or any part of the Exclusive

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Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area. In the event of an emergency, Grantor shall notify the appropriate emergency services. Notwithstanding the above, Grantor shall be granted reasonable access to the Exclusive Easement Area for emergency purposes and to utilize, maintain, repair, and replace Grantor's Equipment.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way, provided that Grantee provides thirty (30) days prior notice to Grantor and such use or activity does not materially interfere with Grantor's use of the Premises. If Grantee disturbs any of the Premises with respect to its activities permitted under this Agreement, Grantee, at its sole cost and expense, shall restore the Premises to a condition as good as prior to such disturbance within a period of not more than thirty (30) days. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that unreasonably interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation, provided however, the Grantor is under no obligation to consent or agree to the relocation of the Access and Utility Easement Area if such relocation will affect Grantor's operations on the Premises. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision with notice to, and receipt of prior written consent or approval from Grantor, not to be unreasonably withheld, delayed or conditioned upon additional consideration and in all events deemed approved if Grantor does not respond to Grantee's written request within forty-five (45) days of receipt of such written request. In no event shall any easements or rights assigned exceed the interest and rights of Grantee granted herein.

7. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity that is a legal affiliate (e.g., owner or subsidiary) of Grantee at any time without the prior written consent or approval of Grantor, provided Grantee provides at least thirty (30) days prior written notice to Grantor. Any other such assignment shall require Grantor's prior written consent, which shall not be unreasonably withheld. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder upon Grantor's receipt of written notice of such assignment and receipt of contact information for the assignee.

8. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances that are not otherwise available through the public record; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to Grantor's present knowledge without any independent inquiry or investigation, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) to Grantor's present knowledge without any independent inquiry or investigation, no claim, litigation, proceeding, or investigation is pending or, to Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to Grantor's present knowledge without any independent

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inquiry or investigation, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to Grantor's present knowledge without any independent inquiry or investigation, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for the Current Agreement or any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all applicable taxes, assessments, charges, fees, levies, impositions and other amounts relating to Grantor's use of the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by the Grantor, provided Grantee and the Permitted Parties are in compliance with the terms and conditions of this Agreement.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Notwithstanding the foregoing, Grantee hereby agrees to reimburse Grantor for any personal property taxes and increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time in writing. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal or real property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; and (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within forty-five (45) days of such demand by Grantee.

c. Without Grantee's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor represents, to the best of its present knowledge, without any independent inquiry or investigation, that it is unaware of the release of any Hazardous Substances on, under or about the Easement Areas. Neither Grantor, nor its agents, invitees, successor and/or assigns nor Grantee, nor the Permitted Parties, nor Grantee's sublessees, agents, or assigns will introduce or use any such Hazardous Substances on, under or about the Premises in violation of any applicable law or regulation. As used herein, the term Hazardous Substances shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), The Michigan Natural Resources and Environmental Protection Act

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(MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. Grantee and Grantor, with Grantor's responsibility extending to only that permitted by law, shall each indemnify, defend and hold the other harmless from and against any and all losses, claims, liabilities, damages, judgments, costs, expenses (including reasonable attorneys' and expert witness fees), taxes or loss due to, arising out of or in connection with the presence, storage, use or disposal of any Hazardous Substance on, under or about the Premises caused by the acts, omissions or negligence of the indemnifying party (Grantee and Grantor to include itself, its customers and the tenants, including their respective employees, agents and contractors), provided however, nothing in this Agreement is intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of Grantor and shall not be construed to waive the defense of governmental immunity held by Grantor. The foregoing indemnity shall survive any termination of this Agreement.

f. In addition to the Environmental Indemnity set forth above, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, claims, liabilities, damages, judgments, costs, expenses (including reasonable attorneys' and expert witness fees), taxes or loss actually incurred due to, arising out of or in connection with (i) the breach of any representation, warranty, covenant or obligation of Grantee set forth herein; (ii) the use and/or occupancy of the Easement Areas by Grantee and/or Grantee's Permitted Parties; and (iii) Grantee's and/or Grantee's Permitted Parties entering upon or accessing the Easement Areas, except as may arise from the acts or omissions of Grantor, its agents or employees. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of Grantor, provided however, nothing in this Agreement is intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of Grantor and shall not be construed to waive the defense of governmental immunity held by Grantor. The foregoing indemnity shall survive any termination of this Agreement.

g. In addition to the Environmental Indemnity set forth above, Grantor shall indemnify, defend and hold Grantee, harmless from and against any and all losses, claims, liabilities, damages, judgments, costs, expenses (including reasonable attorneys' and expert witness fees), taxes or loss actually incurred due to, arising out of or in connection with (i) the breach of any representation, warranty, covenant or obligation of Grantor set forth herein; (ii) the use and/or occupancy of the Premises by Grantor and/or its agents or employees; and (iii) Grantor's and/or its agents or employees entering upon or accessing the Premises, except as may arise from the acts or omissions of Grantee or Grantee's Permitted Parties. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of Grantee. The foregoing indemnity shall survive any termination of this Agreement.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

9. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would materially interfere with, or inhibit Grantee's permitted use of the Easement Areas as contemplated under this Agreement, provided however this provision does not prevent the Grantor from entering into other wireless communications or similar agreements for any other portion of the Premises so long as such agreements or the uses thereunder do not result in any signal interference to and from the equipment existing on the tower within the Exclusive Easement Area as of the date of such third party agreement. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any such interference set

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forth above and shall promptly undertake, or cause to be undertaken any remedial action necessary to comply with the terms and provisions of this Section to the extent such interference is caused by Grantor its successor and assigns. Grantee shall have the express right, among others, to seek an injunction to prevent any of the interference by Grantor prohibited by this Section.

10. Grantee's Securitization Rights; Estoppel. Grantor consents to the granting by Grantee of a security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area. Provided that Grantee gives Grantor written notice of any such security interest, and in the event Grantee's secured party exercise its right of foreclosure, Grantor shall recognize Grantee's secured party as "Grantee" hereunder and Grantor may enter into a new agreement with any such secured party upon the same terms of this Agreement, without requiring the payment of any additional fees. It is the intent of the parties that Grantee may only pledge its interest in this Agreement and in Grantee's improvements and may not attach Grantor's personal property or any of the Premises other than the Exclusive Easement Area. Grantee hereby agrees to execute, within fifteen (15) business days after receipt of a written request by Grantor, a commercially reasonable subordination, non-disturbance and attornment agreement ("**SNDA**") in which Grantee subordinates its interest in this Agreement to any lien or security interest of Grantor against the Premises, provided the SNDA states the Easements and all of Grantee's rights and interests in this Agreement shall not be terminated, diminished, disturbed or affected in any manner by Grantor's lender's foreclosure of the lien or security interest or a transfer to Grantor's lender by a deed-in-lieu of foreclosure or otherwise. Each party shall, within fifteen (15) business days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to Grantor by Grantee, and (iv) any other information reasonably requested concerning this Agreement.

11. 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 addresses set forth below:

To Grantee: American Tower Asset Sub II, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: Livonia Public Schools District
15125 Farmington Road
Livonia, MI 48154
Attn: Superintendent

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

With Copy to: Clark Hill PLC
Attn: Jeremy S. Motz, Esq.
151 S. Old Woodward, Ste. 200
Birmingham, MI 48009

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice

12. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein

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are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

16. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

17. Zoning. To the extent any improvements in, on, or within the Exclusive Easement Area do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby agrees to cooperate with Grantee regarding the reasonable relocation of such improvements to accommodate such requirements at Grantee's sole cost and expense, provided that Grantor is not required to agree to any such relocation to the extent it is not reasonably practicable or otherwise impedes Grantor's operations on the Premises. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement Area and the Access and Utility Easement Area that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that (i) neither Grantor shall at any time file an opposition to a zoning, land use, or building permit application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the permitted uses of the Easement Areas as contemplated under this Agreement; and (ii) that Grantor shall reasonably cooperate with Grantee in making application for obtaining zoning, land use, or building permit approvals that may be required for Grantee's permitted uses of the Easement Areas as contemplated under this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, Grantor may oppose Grantee's land use or permit application(s) or zoning application/request if the same would: (i) result in a re-zoning or reclassification of the Premises; (ii) impede or impair Grantor's operations on the Premises (which Grantor hereby represents that Grantee's permitted use of the Easement Areas as provided herein does not impede or impair Grantor's use of the Premises); or (iii) otherwise result in an expansion or alteration of Grantee's permitted uses of the Easement Areas under this Agreement.

18. Assignment of Current Agreement. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on **Exhibit "D"** attached hereto (the "**Current**

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Agreement”), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof (“**Contract Revenues**”). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement. Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement, as same may be extended or renewed, which relate only to the ownership, maintenance, operation and use of the Premises except the Exclusive Easement Area. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements located at the Premises pursuant to the Current Agreement encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor’s knowledge the Current Agreement is in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement, that Grantor has received no notices alleging a default under the Current Agreement, and that as of the date hereof the lessee under the Current Agreement has no claim against Grantor.

19. Further Acts; Attorney-In-Fact. Grantor, at Grantee’s sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee’s rights under this Agreement or Grantee’s use of the Easements. Grantor hereby agrees to respond to all written requests for execution of documents within thirty (30) days of Grantor’s receipt of any such request(s).

20. Survey. Grantee may elect, at Grantee’s expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the “**Survey**”) to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee’s sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee’s election.

21. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

22. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within five (5) business days of actual receipt of such notification. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall have no rights to receive any monies not specifically allocated to the Exclusive Easement Area and/or Grantee’s or Grantee’s Permitted Parties’ improvements located thereon.

23. Bona Fide Emergency. Notwithstanding anything contained herein to the contrary, in the event of a bona fide emergency, Grantor shall have the right, without the notice to or consent of the Grantee, to take necessary actions, including contacting the necessary emergency personnel to prevent or minimize loss of life, injury to persons or destruction or diminution of value of the Premises or Grantor’s Equipment.

24. Insurance. Grantee shall at all times during the Term of this Agreement and at Grantee’s sole cost and expense, maintain in effect Workmen’s Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Grantor against liability for bodily injury or death of any person in connection with Grantor’s use, operation and condition of the Easement Areas, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Easement Areas and name Grantor

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as an additional insured. Within ten (10) business days of Grantee's receipt of a written request from Grantor, and no more than once per calendar year, Grantee shall deliver a certificate of insurance to Grantor evidencing the insurance requirements set forth in this section.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

WITNESSES:

Livonia Public Schools School District

Signature: _____
By: _____
Its: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Acknowledgment

GRANTOR

State/Commonwealth of _____)
County of _____) ss:

On this the ____ day of _____ 201____, before me, the undersigned Notary Public, personally appeared _____, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public
My Commission Expires: _____

{Seal}

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GRANTEE:

American Tower Asset Sub II, LLC,
a Delaware limited liability company

Signature: _____
By: _____
Its: _____
Date: _____

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement Area
Exhibit "C" – Access and Utility Easement Area
Exhibit "D" – Current Agreement

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Exhibit "A" – Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

Being situated in the County of Wayne, State of Michigan, and being known as
Wayne County APN: 46-036-99-001-001

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Exhibit "B" – Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

The Exclusive Easement Area is comprised of 1,090 square feet and 288 square feet of interior space, more or less.

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Exhibit "C" – Access and Utility Easement Area

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

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Exhibit "D" – Current Agreement

That certain Ground and Building Lease Agreement dated April 28, 1994 by and between Livonia Public Schools District, as Landlord, and Detroit SMSA Limited Partnership, as Tenant, as amended by that certain First Amendment to Ground and Building Lease Agreement dated June 13, 2002, as further amended by that certain Second Amendment to Ground and Building Lease Agreement dated April 12, 2004 and that certain Third Amendment to Ground and Building Lease Agreement dated October 24, 2006, as evidenced in that certain Memorandum of Lease dated May 17, 1994 and recorded on October 4, 1994 in Book 2764, Page 63 and further evidenced in that certain Memorandum of Lease dated October, 24, 2006.

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WIRING INSTRUCTIONS

Banking Information:

1. Bank Name and Address:

2. Federal Wiring Bank/Routing/ABA #: _____

(usually not the same as what appears on your check, please confirm wire instructions with your bank)

Bank Account Information:

1. **Names on Bank Account:

2. Bank Account #: _____
-

**In the event that the Name(s) on Bank Account differ from the party to be paid pursuant to the underlying agreement, the Wiring Instructions shall control. All other terms of the underlying agreement, including from whom any taxable income shall be reported by, shall remain in full force and effect and shall not be modified in any way by the Wiring Instructions. The undersigned further agree to hold harmless and indemnify American Tower Corporation, its affiliates, subsidiaries, successors and/or assigns ("ATC") from any and all damages resulting from ATC's reliance on the Wiring Instructions.

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

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